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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
GREENSPOINTE SUBDIVISION**

THIS DECLARATION, is made as of this 6th day of September, 2007, by Matt Holtmeyer Construction, Inc., an Illinois corporation, hereinafter referred to as the "Declarant".

WITNESSETH THAT:

WHEREAS, the Declarant is the owner of all of the lands contained in the area known as "Greenspointe Subdivision" (herein "Greenspointe Subdivision" or "Subdivision"), as shown and described on the plat thereof recorded on July 27, 2007, in Book 707, at Page 7747, in the Office of the Clerk/Recorder in and for the County of Adams, State of Illinois (herein the "Plat"); and,

WHEREAS, Greenspointe Subdivision consists, in part, of the following described real estate:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in Greenspointe Subdivision, a subdivision of a part of the Northeast Quarter of Section Eighteen (18), in Township Two (2) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, recorded in Book 707, at Page 7747, in the Office of the Clerk/Recorder of Adams County, Illinois; and,

WHEREAS, Greenspointe Subdivision also includes Lot A that is for the common benefit of the Subdivision; and,

WHEREAS, Declarant desires to subject and impose upon the said lots in the Subdivision mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement of all of the lots in the Subdivision and the future owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property located within the Subdivision shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Subdivision, established by the Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each lot and parcel situated thereon; all of these Restrictions shall run with the land and shall be binding upon the Declarant and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereto (such persons being sometimes hereinafter referred to as "Owner" or "Owners").

1. RESIDENTIAL CHARACTER OF THE SUBDIVISION:

A. IN GENERAL:

1.) Every numbered lot in Greenspointe Subdivision subject to these covenants is a residential lot and shall be used exclusively for single family residential purposes. No building or structure shall be erected, placed or permitted to remain upon any of said lots other than one (1) single family dwelling and an attached private garage. No outbuildings of any sort shall be located on any lot except as expressly permitted under these Restrictions. An attached private garage must be provided for each lot. As provided in paragraph 11, Lot A is not a residential lot.

2.) "Family," for purposes hereof, shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage, or adoption, except that the group may include one (1) person not so related, living together as a single housekeeping unit. Applicable zoning or other ordinances, rules or regulations may establish a more restrictive definition that will apply.

B. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED: No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the Architectural Trustee hereinafter described, and the decision of the Trustee shall be binding on all parties concerned.

2. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF:

A. MINIMUM LIVING SPACE AREAS: No dwelling shall be constructed on any lot in the Subdivision exceeding the height hereafter stated or having less than the following minimum square footages of living space, exclusive of porches

(whether or not enclosed by screens or otherwise), breezeways, terraces, garages, and other structures (if permitted):

1.) **Dwelling:** The dwelling located on any lot shall not exceed two and one-half (2-1/2) stories in height. The ground floor area of the dwelling, exclusive of open porches, breezeways, terraces, garages and other structures (if permitted), if any, shall not be less than three thousand (3,000) square feet for a one (1) story dwelling. If more than one (1) story, there shall be a minimum of one thousand six hundred (1,600) square feet on the ground floor. No minimum shall apply above the first story. However, the dwelling shall have a total of at least three thousand (3,000) square feet. In determining the amount of square footage contained within a house, there shall not be taken into consideration any area which is wholly or substantially below ground level including, but not limited to, any basement.

2.) **Garage:** An attached garage shall be provided which contains at least six hundred (600) square feet.

B. SET-BACK REQUIREMENTS:

1.) **In General:** Except as may be otherwise provided in these Restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Subdivision (except fences or walls, the placement of which is provided for hereafter in these Restrictions) nearer to any lot line than the minimum building setback lines shown on the recorded Subdivision Plat, the provisions set forth herein, or applicable building or subdivision codes or restrictions, whichever is more.

2.) **Front Yards:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded subdivision plat or thirty (30) feet, whichever is more.

3.) **Side Yards:** The side yard set-back line shall not be less than fifteen (15) feet from the sideline of the lot. However, the minimum side set-back line may be reduced by the Architectural Trustee to not less than ten (10) feet where circumstances, such as the lot configuration (*e.g.*, a cul-de-sac lot), topography, the location of the dwelling on the lot, or the size of the dwelling, prevent maintaining a greater side set-back.

4.) **Rear Yards:** The minimum rear set-back line shall be fifty (50) feet. However, the minimum rear set-back line may be reduced by the Architectural Trustee to not less than thirty (30) feet where circumstances, such as the lot configuration (*e.g.*, a cul-de-sac lot), topography, the location of the dwelling on the lot, or the size of the dwelling, prevent maintaining a greater rear set-back.

C. OTHER IMPROVEMENTS OR USAGES:

1.) **Generally:** No improvements or structures shall be constructed on a lot except as otherwise provided in the covenants or as permitted by this subparagraph. All improvements or structures permitted under this subparagraph must be approved by the Architectural Trustee in advance and in writing.

2.) Pools and Pool Houses:

a.) Above-Ground Pools Prohibited: No above-ground swimming or recreational pools shall be permitted. Swimming or recreational pools, if any, must be in-ground. However, above-ground jacuzzis and spas, shall be permitted as approved by the Architectural Trustee.

b.) Pool Houses: A pool house and shade shelters are permitted if the location, size, plans and details are approved by the Architectural Trustee in advance and in writing and, further, constructed of the same materials and exterior finish as the single family residence located on the lot. The pool house may not exceed one-third (1/3) of the surface square footage of the pool unless permitted by the Architectural Trustee. The pool house may not be used for living purposes or for storage or other purposes unrelated to the pool.

3.) Fences and Walls:

a. General Restriction: All property lines shall be kept free and open one to another and no fences or walls shall be permitted on any lot or lot lines except where, in the opinion of the Architectural Trustee, a fence, wall or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the Architectural Trustee shall determine the size, location, material, height and composition of the fence, wall or other enclosure. Underground invisible dog fences or barriers are permitted. No chain link fences shall be allowed.

b.) 36th Street (Illinois 96) Fencing and Appurtenances: A fence and related structures may be located as provided in paragraph 5 E.

4.) **Playhouses and Play Structures:** A playhouse or play structure is permitted only if the location, size, plan and details are approved by the Architectural Trustee in advance and in writing. No playhouse may be used for storage. Detached storage buildings or garages are not permitted.

5.) **Gazebos:** Gazebos and arbors are permitted only if the location, size, plan, and details are approved by the Architectural Trustee.

6.) **Clothes Lines/Poles:** Clothes lines and poles, temporary or permanent, are prohibited.

7.) **Vegetable Gardens:** Vegetable gardens are permitted in the rear of the lot and behind the rear line of the dwelling. No garden may be used commercially. The Architectural Trustee may limit or control the size and locations of vegetable gardens.

D. CONSTRUCTION MATERIALS: The finished exterior of every building constructed or placed on any numbered lot in the Subdivision shall be of brick, stone or stucco. Any other exterior finishes must be approved by the Architectural Trustee. Pre-fabricated structures, mobile homes and the like may not be located on any lot.

E. DILIGENCE IN CONSTRUCTION: The exterior of every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within fifteen (15) months after the beginning of such construction or placement, unless prevented by weather or Act of God or because of the size or nature of the construction project. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. Once construction begins, it shall be diligently pursued to completion consistent with standards and practices of contractors in the Quincy, Adams County, Illinois, area. Builders are required to comply with standards of the Architectural Trustee regarding construction including, but not limited to, the location of materials and equipment.

F. PROHIBITION OF USED STRUCTURES: All structures constructed or placed on any numbered lot in the Subdivision shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any such lot.

G. MAINTENANCE OF LOTS AND IMPROVEMENTS: The owner of each lot in the Subdivision shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

1.) Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.

2.) Remove all debris or rubbish from said lot.

3.) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.

4.) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly.

5.) Keep and maintain driveways, entranceways and parking areas for a lot dust free from and after not later than one (1) year following the initial occupancy of a dwelling.

H. **DIRT:** No dirt shall be removed from the Subdivision without the approval of the Architectural Trustee. Should any lot owner have dirt to be removed from the lot, it shall be located at such owner's expense to another location within the Subdivision approved or designated by the Architectural Trustee.

I. **ASSOCIATION'S RIGHT TO PERFORM MAINTENANCE:** In the event that the owner of any lot in the Subdivision shall fail to maintain said lot or any improvements situated thereon in accordance with the provisions of these Restrictions, and which may be relevant to these Restrictions, the Greenspointe Homeowner's Association (described in paragraph 7) shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and the improvements situated thereon (if any), conform to the requirements of these Restrictions. The cost, therefore, to the Association shall be added to and become a part of the annual charge or a separate charge to which said lot is subject, and may be collected in any manner in which a charge may be collected. Neither the Association nor any of its agents, employees, or contractor shall be liable for any damage which may result from any maintenance work performed hereunder.

3. **GENERAL PROHIBITIONS:**

A. **IN GENERAL:** No noxious or offensive activities shall be carried on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

B. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and/or sales period.

C. **ANIMALS:**

1.) No animals, livestock, swine, poultry or fowl of any kind shall be kept, raised, bred or maintained on any lot in the Subdivision, except household pets that are not kept, raised, bred or maintained for commercial or sale purposes.

2.) Household pets shall be limited to customary household pets, such as dogs, cats, and/or birds. In no event shall animals that are wild or dangerous or considered ferae naturae by law be allowed. Without limiting the scope of wild and dangerous animals, they specifically include snakes, alligators, bears and foxes.

D. DISPOSAL OF GARBAGE, TRASH AND OTHER LIKE HOUSEHOLD REFUSE: No owner of any lot in the Subdivision shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot, except as may be permitted in subparagraph E, below.

E. CONCEALMENT OF FUEL STORAGE TANKS, TRASH RECEPTACLES AND FIREWOOD: Every tank for the storage of fuel that is installed outside any building in the Subdivision shall be either buried below the surface of the ground in accordance with applicable law, or screened to the satisfaction of the Architectural Trustee, by fencing shrubbery or other means. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Subdivision or any affiliated Subdivision at any time, except at the times when refuse collections are being made. Firewood should be kept at a location not readily visible from any street.

F. RESTRICTIONS ON TEMPORARY STRUCTURES: No temporary house, trailer, garage or other outbuilding shall be placed or erected on any lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of construction.

G. PARKING:

1.) Trucks, trailers, boats, motorized recreational vehicles, attachable vans, mobile campers and similar equipment of eight thousand (8,000) pounds or less each may be kept in the subdivision, provided they are kept in the attached garage provided for a dwelling except for temporary periods only not exceeding thirty-six (36) continuous hours or such number of hours in any calendar week, whether or not continuous. Trucks, trailers, boats, motorized recreational vehicles, attachable vans, mobile campers and similar equipment exceeding eight thousand (8,000) pounds each may not be kept in the Subdivision.

2.) The streets providing access to the lots from 36th Street (also known a Highway 96) are private streets. The private streets include, specifically, Greenspointe Parkway and Greenspointe Circle. The restrictions on parking shall also apply to the streets. This does not prevent moving or delivery trucks or vans or construction vehicles, equipment or trailers when in use for such purposes.

H. INSTALLATION OF UTILITY SERVICES:

1.) All utility lines and apparatus provided to or in the Subdivision, including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision, community antenna services, and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground.

2.) Sanitation systems serving properties, whether sewer or septic systems, shall conform to all federal, state and local laws or ordinances.

I. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

J. TREES AND GEOTHERMAL:

1.) To preserve the existing trees, any home having geothermal heating and cooling system must have horizontal loops or pipes installed with a boring machine to reduce any negative effects on the trees and tree roots. If the lot does not have any trees in the area where the loops are to be installed, trenching or back-hoeing is permissible.

2.) In order to preserve the natural quality of the Subdivision, natural stands of trees shall not be removed or materially modified for home placement or other needs without the approval of the Architectural Trustee. Routine maintenance and upkeep of such areas that do not damage trees is not prohibited. Removal of dead, damaged, or decayed trees is permitted.

K. DISHES, ANTENNA, ETC.: No antenna, satellite disc or dish, or similar television, radio or other wave reception apparatus or wires shall be installed, attached or located on the exterior of any dwelling, building or structure or on a lot outside of any dwelling, building or structure without prior written permission of the Architectural Trustee. In no event shall any antenna exceed the height of the dwelling, or any disc or dish exceed a diameter of twenty-four (24) inches. Any such equipment shall be screened or located so as to reduce its visibility from the street to the extent possible.

4. ARCHITECTURAL CONTROL AND RELATED PROVISIONS:

A. POWERS:

1.) **Generally:** No building, building structure or improvement of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Trustee as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these covenants, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Trustee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision.

2.) **Power to Grant Variances:** The Architectural Trustee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship, provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Subdivision.

B. ARCHITECTURAL TRUSTEE: The Architectural Trustee is Matthew W. Holtmeyer. The Architectural Trustee may designate a representative to act for him. In the event of the death, resignation or inability to act of Matthew W. Holtmeyer, Barbara A. Holtmeyer shall then be the Architectural Trustee with full authority to act. In the event of the death, resignation or inability to act of both Matthew W. Holtmeyer and Barbara A. Holtmeyer, a successor trustee may be designated by Declarant or, if not then in existence, a majority of the then owners of the lots determined as provided in paragraph 13, below. The designation of the trustee shall be recorded in the Recorder's Office of Adams County, Illinois. The successor trustee need not be the same as any affiliated subdivision.

C. PROCEDURES: The approval or disapproval as required in the covenants shall be in writing and may, but not need be, recorded. In the event the Architectural Trustee, or the trustee's designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to the trustee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. ASSOCIATION: At such time as a dwelling is constructed on each lot within the Subdivision, the continuing function of the Architectural Trustee shall transfer to the Board of Directors of the Greenspointe Homeowner's Association.

E. LIABILITY OF TRUSTEE, ETC.: Neither the Architectural Trustee nor any agent thereof, nor the Greenspointe Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

F. CONSTRUCTION BY DEVELOPER: No dwelling, building or structure shall be erected, placed or permitted to remain on any lot except a dwelling, building or structure constructed by Declarant or a corporation or firm in which Matthew W. Holtmeyer has at least a one-half (1/2) interest. The sale or other transfer of any lot is specifically made subject to this restriction. This restriction shall terminate upon the death of Matthew W. Holtmeyer. Neither Declarant nor Matthew W. Holtmeyer is under any obligation to but may in their sole discretion waive this provision as to any lot and/or specific contractor.

G. RIGHT TO REPURCHASE: Unless waived in writing by Declarant, the Owner of each lot, upon acceptance of the deed to such lot from the

Declarant, hereby covenants that if such owner elects not to develop or build a residence upon said lot, but rather decides to resell the lot undeveloped, then such owner shall first offer the lot for sale to the Declarant, or its successor or assign, at the original purchase price paid by such owner when the lot was purchased from the Declarant. The Declarant shall have ten (10) business days from the date of receipt of a written notice of intent to sell the lot from such owner in which to notify such owner of its election to repurchase the lot. The written notice of intent to sell shall be delivered by such owner to the Declarant either personally or by registered or certified mail, return receipt requested, at its then registered office, and shall be considered received on the date personally delivered or three (3) days following the date mailed, whichever is applicable. In the event the Declarant sends such owner a timely notice of its election to repurchase, the closing of such repurchase shall occur within twenty (20) days thereafter. In the event the Declarant fails to send such Owner a timely notice of its election to repurchase, such owner can then sell the lot free and clear of this restriction. This restriction shall apply only to vacant lots and only with respect to the original purchaser or owner of the lot who acquires title to the lot directly by deed from the Declarant. No sale in disregard of this provision shall be valid.

5. EASEMENTS:

A. **GENERALLY:** The Declarant creates and reserves unto itself, its successors and assigns, certain easements along, across, over, under and upon the real estate that constitutes the Subdivision. The easements so reserved by the Declarant or established for the benefit of the Subdivision also include those set forth on the Subdivision Plat and also as herein described. These easements are permanent and shall continue even if these Restrictions cease to be effective.

B. **DRAINAGE AND UTILITY:** Easements for drainage and for the location, construction, establishment, maintenance and operation of all utilities and accessories for drainage or utilities and for other purposes are reserved as shown on the recorded Subdivision Plat. Within these easements, no permanent building, structure, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation, location, maintenance and replacement of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and adjoining public areas, if any, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. "Utilities" for purposes thereof shall include, but not be limited to, water, sewer, gas, electric, cablevision, community antenna services and similar services provided to lots and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities.

C. **STREETS AND APPURTENANCES:** The street pavement and appurtenances (including but not limited to parkways, medians, curbs and gutters, signs, lights, storm or drainage structures, and landscaping) are reserved by the Declarant. No later than the sale of all lots in the Subdivision by the Declarant, the Declarant will

convey (and Greenspointe Homeowner's Association will accept) ownership of such streets and appurtenances, as well as Lot A (on which such streets and appurtenances are located). The streets and appurtenances remain private. Streets and appurtenances shall be for ingress and egress to and from lots. So long as ingress and egress is afforded, Greenspointe Homeowners Association may establish reasonable rules and regulations relating to the streets and appurtenances as well as Lot A.

D. STABILIZATION: Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

E. FENCING AND APPURTENANCES: An easement is established for the installation, repair, maintenance, and replacement of a wrought iron fence and related appurtenances including, by way of example, stone, brick or masonry piers or pedestals and concrete footings, along the east side of Lot 1, Lot 13, and Lot 12. The center of such fence and appurtenances will be thirteen feet (13'), more or less, west of the east line of said lots, and the piers, pedestals, and footings will not be in excess of forty inches (40") square. Lot owners are responsible for cutting grass and maintaining the grounds within the lot, notwithstanding the easement or the fact that it is on the other side of the fence. Greenspointe Home Owners Association will be responsible to the repair and maintenance of the fencing and appurtenances. The fencing and appurtenances may be located notwithstanding on easement for utilities.

F. ACTION: No owner of any lot in the Greenspointe Subdivision shall have any claim or cause of action against Declarant, its successors, assigns or licensees, either in law or in equity, and arising out of the exercise of any easement rights reserved or established hereunder, excepting in cases of willful or wanton negligence.

6. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER:

A. MULTIPLE LOTS: Whenever two (2) or more contiguous lots in the Subdivision are owned by the same person, and such person shall desire to use two (2) or more of said lots as a site for a single dwelling house, the person shall apply in writing to the Architectural Trustee for permission to so use said lots. If written permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling house.

B. REDIVIDED OR MODIFIED LOTS: Lots may be redivided to increase the size of adjoining lots but not to create new lots. If redivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot with side-yard and other setback lines considered appropriately altered.

C. EASEMENTS: Easements are not affected by the combination, redivision or modification of lots except by vacation and amendment of the Subdivision

Plat insofar as such easements are involved on the lots. No other easements shall be affected.

7. THE GREENSPOINTE HOMEOWNER'S ASSOCIATION:

A. IN GENERAL: There has been or will be created by the Declarant, under the laws of the State of Illinois, a not-for-profit corporation known as the "Greenspointe Homeowner's Association" which is sometimes herein referred to as the "Association". Every person who acquires and holds title (legal or equitable) to any residential lot in the Subdivision shall be a member of the Association, except that only one (1) of any number of co-owners of a lot shall be a member; all other co-owners will be associate members. The foregoing provision requiring that owners of residential lots within the Subdivision be members of the Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, e.g., mortgagees and land contract vendors. However, if such person should realize upon such persons' security and become the real owner of a residential lot within the Subdivision, the person will then be subject to all the requirements and limitations imposed in these Restrictions on owners of residential lots within the Subdivision and on members of the Association, including but not limited to those provisions with respect to the payment of an annual charge.

B. PURPOSES OF THE GREENSPOINTE HOMEOWNER'S ASSOCIATION: The general purposes of the Association are:

- 1.) To promote the Greenspointe Subdivision as a residential area;
- 2.) To provide a means whereby any streets, appurtenances, or amenities within the Subdivision as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced;
- 3.) To provide for the operation, maintenance, repair and replacement of street lights, entrance sign, fencing, and other amenities within or about the Subdivision for the general benefit of residents; and,
- 4.) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the Subdivision amenities.

C. POWER OF ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS:

- 1.) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy an annual charge or special charges (herein "charge" or "charges") against the members of the Association. As among members, the annual charge or

charges shall be uniform. Special charges shall relate to individual lots. It is recognized that general services, such as streets, storm sewers, street lighting, signage, landscaping, fencing, walls and other amenities apply to the entire Subdivision. Charges are imposed irrespective of whether a residence has been constructed on the lot.

2.) No charge shall ever be levied against the Association itself, or any corporation that may be created to acquire title to and operate services to the Subdivision. Further, no charge shall be assessed against the Declarant as to any undeveloped and unsold lot or any undeveloped and sold but thereafter reacquired lot. However, Declarant may voluntarily pay annual charges.

3.) There shall be three (3) categories of charges assessed generally to members (and lot owners):

a.) There shall be an annual charge for annual operating expenses of the Association such as street lighting, street cleaning and snow removal, landscaping, and general maintenance, as well as the Association's administrative expenses or costs. The initial annual charge shall be Five Hundred Dollars (\$500.00). The charge is generally known as the "Annual Operating Charge."

b.) There shall be an annual charge to establish a reserve and to provide for the major repair or replacement of streets, amenities, or other improvements belonging to the Association and for extraordinary or emergency purposes. The annual charge for such purpose shall initially be Two Hundred Dollars (\$200.00). This charge is generally known as the "Annual Reserve Charge."

c.) There may be special assessments as may be needed for specific and identified purposes of the Association. This charge is to be known as a "Special Assessment."

4.) Individual assessments may be made with respect to individual lots consistent with these Restrictions or the Association Articles of Incorporation or Bylaws. As an example, individual assessments are permitted under paragraph 2(I) of these Restrictions. Individual assessments are a separate charge applicable to a specific lot, member, or owner. Such an assessment is known as an "Individual Lot Assessment."

5.) Assessments shall be approved as follows:

a.) The Annual Operating Charge and Annual Reserve Charge shall be approved by the Board of Directors of the Association in accordance with the Bylaws of the Association and consistent with these Declarations. The Annual Operating Charge may be increased or decreased by the Board of Directors. The Annual Reserve Charge may be increased only if approved by a majority of the then owners of lots and may be decreased from the then established amount if approved by two-thirds (2/3) of the then owners of lots.

b.) Special Assessments applicable to all members shall be approved by the Board of Directors and, also, two-thirds (2/3rds) of the members.

c.) Individual Lot Assessments may be made by the Board of Directors whenever circumstances warrant consistent with these Restrictions.

6.) Billing:

a.) The Annual Operating Charge and Annual Reserve Charge shall be paid by the member of the Association within thirty (30) days after billing. The Board of Directors of the Association shall fix the amount of the annual charges per member by the first day of February of each year or as soon thereafter as is practicable, and written notice of the charges so fixed shall be sent to each member within thirty (30) days after being established. The charges shall be assessed for the initial partial year of ownership of lot on a pro-rated basis.

b.) Any Special Assessments shall be billed and due as provided for in the approval of the assessment.

c.) Any Individual Lot Assessment shall be paid by the member of the Association within thirty (30) days after billing.

7.) If any charge levied or assessed against any lot subject to these Restrictions shall not be paid when due, it shall then ipso facto become a lien upon the lot or lots owned by the persons owing such charge or charges, and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these Restrictions shall bear interest at the judgment interest rate then established by the State of Illinois until paid in full. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Association, institute such procedures, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Subdivision is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these Restrictions.

8.) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. No certificate shall be required where the conveyance is by Declarant.

D. SUSPENSION OF PRIVILEGES OF MEMBERSHIP:

Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights (if any) of any member or associate member:

a.) For any period during which any Association charge owed by the member or associate member remains unpaid; and,

b.) During the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association; and,

c.) Because of any violation of the By-laws or Regulations of the Association.

8. REMEDIES:

A. RIGHT TO PROCEED: The Greenspointe Homeowner's Association or any party to whose benefit these Restrictions inure, including the Declarant, its successors and assigns, and lot owners, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction without bond to enforce the observance of these Restrictions in addition to and cumulatively with any other remedy provided for herein, as well as the right to recover damages for the breach of these Restrictions. However, neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing to abide by, enforce, or carry out any of these Restrictions.

B. FAILURE TO PROCEED: No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

9. EFFECT OF OWNER'S ACCEPTANCE OF DEED, ETC.: The Owner of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a

subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarant and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarant, the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

10. **TITLES, ETC.:** The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

11. **DURATION AND APPLICATION:**

A. **RUN WITH LAND:** These Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of five (5) years unless at least two-thirds (2/3) of the then owners of the lots subject hereto sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. At any time, at least four-fifths (4/5) of the then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said covenants in whole or in part.

B. **LOT OWNERS:** In determining the "then owners of the lots," each individual lot shall have a single right. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two (2) owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or instrument conveying such lot shall exercise the right. The Declarant is considered an owner of any lots held by Declarant.

C. **LOT CHANGES:** The consolidation or redividing of lots even if consistent with these covenants, conditions, easements or restrictions, shall not affect the lots entitled to vote.

D. **LOT A:** These Restrictions affect Lot A, but because such lot is to be owned by Greenspointe Homeowner's Association as a non-residential lot, and is for the benefit of the Subdivision as a whole, said lot is not entitled to voting rights and also is not subject to these Restrictions except as specifically stated.

12. **SEVERABILITY:** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every

other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.