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RHSP FEE: 9.00

TOTAL: \$49.00

PAGES: 14

CHRISTINE

JOSHUA A. LANGFELDER  
SANGAMON COUNTY RECORDER

Prepared By & Return To:  
Phil Zinn  
1323 Hawthorne Chase  
Sherman, Illinois 62684

**SUBJECT PROPERTY: QUAIL POINTE SUBDIVISION**

**LOCATION:** Part of the Southwest Quarter of the Southeast Quarter of Section 25, Township 17 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois.  
(Tax Parcel 06-25.0-451-009 & 06-25.0-476-024)

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF  
QUAIL POINTE SUBDIVISION  
FIRST ADDITION**

THIS DECLARATION, made as of October 25, 2016 by, Sherman Development Group, LLC. (The "Developer") whose address is 1323 Hawthorne Chase, Sherman, IL 62684:

**WITNESSETH:**

WHEREAS, Developer is the owner of those lands described as Quail Pointe Subdivision, First Addition according to plat as recorded as Document #2016R29999 of the current public records of Sangamon County Illinois, and

WHEREAS, Developer intends to develop said lands into a residential community, and desires to protect and enhance the value of such property by establishing certain standards and restrictions subject to which certain portions thereof shall be used and conveyed; and

WHEREAS, Developer desires that said standards and restrictions upon the lands shall run with the title to said lands:

NOW THEREFORE, Developer hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with title to the Property and shall be binding upon all parties thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof and the grantee of any deed to any part of the Property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, easements and restrictions:

**SECTION 1 - DEFINITIONS**

As used in the Declaration, the terms below shall have the following meanings:

A. **"Property"** shall mean those lands described as Quail Pointe Subdivision, First Addition.

B. **"Architectural Control Committee"** means a committee composed of one or more Owners, to review and approve of architectural plans for improvements of the Lots.

C. **"Association"** means Quail Pointe Subdivision Community Association Inc., an Illinois non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors, defined hereinafter.

D. **"Board"** means the Board of Directors of the Association which has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association.

E. **"Developer"** means Sherman Development Group, LLC, it's successors, assigns, nominees and designees.

F. **"Dwelling Unit"** means improved property located within the Property and intended for use as a house unit. A parcel of land shall be deemed unimproved until all improvements being constructed thereon are substantially complete.

G. **"Lot or Lots"** means any numbered lot on the property as indicated on the plat recorded in the current public records of Sangamon County Illinois. Each lot is designated by a number. There are 13 lots in the unit.

H. **"Owner"** means the record owner of fee simple title to a lot.

I. **"Plat"** means the plat of Quail Pointe Subdivision, First Addition, recorded in the public records of Sangamon County Illinois, as the same may be amended from time to time. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any such property is platted, the term "Plat" shall also refer to the plat of such additional property.

J. **"Roadways"** means those portions of the Property designated on the Plat as streets or roadways together with any real property which may thereafter be platted as Roadways and designated a "private street" or any real property which may be described in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "roadway" and shall be subject to the terms and provisions of this Declaration.

K. **"Entrance"** means that area designated on the Plat at entry to Quail Pointe Subdivision.

## **SECTION 2 - CONSTRUCTION REQUIREMENTS**

A. **Residential Purposes.** Each lot shall be used exclusively for single family or duplex residential purposes only, and no structure shall be erected on any such Lot other than one single family residence, unless designated as a duplex building lot by the Developer. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No building or part thereof on any Lot shall be rented separately from the rental of an entire Dwelling Unit, unless it is a duplex as authorized by the Developer.

B. **Approval of all Plans and Specifications.** In order to insure the development of the Property as a community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Developer, as the initial Architectural Control Committee, reserves the exclusive power and discretion to control and approve all improvements placed on any Lot until such time that the Developer elects to turn over control of the Architectural Control Committee to the Association, as described in Section 9 herein. In an attempt to obtain harmonious exterior appearances, all Dwelling Units will use the same exterior color scheme, shall have a front elevation constructed with no less than 50% brick, and shall have a roof pitch of no less than 5/12. No paved area, fence, wall, shrubbery, building or any other structure or thing shall be placed or maintained on any Lot, nor shall any exterior addition, change (including change in exterior color) or alteration be made to existing improvements thereon until detailed plans and specifications of the same, are submitted to and approved in writing by the Developer or Association as to harmony of

external design, compliance with the terms of this Declaration and location in relation to surrounding structures and topography. The Developer or Association shall have the absolute right to refuse approval of any plans which in its opinion are not suitable or desirable or do not comply with the Declaration.

Prior to review of the proposed improvements, the Developer or Association may require submission of all or any part of the following documents, as are applicable to the proposed improvements:

- (i) Site plan showing all property lines, setbacks, easements, existing trees having a diameter of six ( 6) inches or more, drives, fences, and underground trench locations, and existing and proposed surface contours and elevations on the Lot;
- (ii) Floor plan or plans;
- (iii) Elevations of all sides of the contemplated structure;
- (iv) A summary specification list of proposed materials and samples or photographs, or pictures or exterior materials and colors which cannot be adequately described;
- (v) Landscaping plans;
- (vi) Such additional information and materials which, in the opinion of the Association, may reasonably be required for its review.

**C. Single Family Residences:** The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than one thousand eight hundred (1,800) square feet in the case of a one story ranch, nor less than two thousand four hundred (2,400) square feet in the case of a one half or two story structure for all interior lots. All Dwellings are restricted to two stories maximum.

**D. Duplexes:**

a) Ownership Requirements -

All duplexes, erected upon Lots 1 through 13 shall be owner occupied or lessee occupied.

b) Maximum Height; Minimum Square Footages -

No duplex located on a Lot as designated a Duplex Lot by the Developer shall be in excess of two stories in height. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than one thousand three hundred and fifty (1,350) square feet per side in the case of a one-story structure, or less than one thousand (1,000) square feet per floor in the case of a two story, for a total of 2,000 square feet per side.

**E. Setback Lines.** Except where setback lines are otherwise shown on the Plat, the following setback lines are hereby established for buildings, structures, additions or accessories located on any lot:

- a) 30 feet from the front lot line (the lot line adjacent or nearest to the Roadway furnishing access to such Lot). On corner lots, the non-primary front yard setback is granted a variance to allow a 20' Front yard setback. The primary street front yard setback must be at 30' for corner lots;
- b) 20 feet from the rear lot line, and;
- c) a total of 20 feet from the interior side lot lines of any such Lot, with the minimum setback being 8 feet from any side lot line.

**F. Sidewalks.** Owners are responsible for installing city sidewalks during the time of construction.

**G. Foundation Elevation.** The maximum height off the curb for all foundations shall be 36", unless prior written approval is obtained from the Architectural Committee.

**H. Rights of Village of Sherman.** The Village of Sherman shall be a third party beneficiary to the drainage provisions of these covenants and shall have the right to require the Homeowners Association to enforce these covenants or the right to enforce the covenants itself against either the Homeowners Association or an individual Owner within the Property with respect to maintenance of drainage swales, detention areas and other drainage improvements located within the Property. The Village shall have the right to require the Homeowners Association or any individual property owner to restore any alterations in any drainage swale, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention area or other drainage improvement.

### **SECTION 3 - GENERAL RESTRICTIONS**

**A. Nuisances.** No noxious or offensive activities shall be carried on upon any portion of the Property; nor shall anything be done thereon which is or may become a nuisance or annoyance to any resident of the Unit.

**B. Detached Structures and Objects.** None of the following buildings, structures or objects shall be placed on any Lot unless obscured from view from any roadway: pens, yards and houses for pets, hothouses, greenhouses, above ground storage or construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry and trash cans and receptacles, above ground exterior air conditioning, heating and other mechanical equipment and any other structures or objects determined by the Association to be of unsightly nature or appearance.

**C. Temporary, Moveable Structures.** Other than temporary construction shed and sanitary toilet facilities used during actual construction of the permitted permanent improvements, no shed, shack, trailer, tent or other temporary moveable building or structure of any kind shall be erected or permitted to remain on any Lot unless approved by the Architectural Control Committee or Association. If approved, all detached structures shall match the exterior color scheme of housing unit on said lot and generally the development.

**D. Grading.** No lot or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent Property, without prior written consent of the Association.

**E. Trash.** Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Dwelling Unit or Lot. No dumping is allowed on any lot during construction.

**F. No Window Air Conditioners.** No window air conditioner unit shall be installed in any building, except by written approval of the Association.

**G. Fences, Hedges and Walls.** Hedges, fences or walls may not be built or maintained on any portion of any Lot except within the rear or interior side lot lines and no closer to the front of the Lot than fifteen (15) feet behind the front line of the main residence, nor closer to a side street than the line of the main residence abutting such side street, when the residence is situated on a corner lot. The location, composition and height of any fence, wall or hedge on the Property shall be subject to the approval of the Developer or Association, which may grant or withhold such approval at its discretion. No fence or wall shall be erected nor hedge maintained on any part of the Property which is higher than six feet from the normal surface of the ground. No chain link fences will be allowed on any Lot.

**H. Antennas and Satellite Dish Equipment.** No exterior radio or television aerial or antenna or any other exterior electronic or electric device of any kind shall be installed on any Lot until the Association shall have approved the location, size and design thereof and the necessity therefore. Such approval may be for a limited time or until the occurrence of any event specified on such approval. A maximum of one satellite dish shall be permitted per dwelling unit unless otherwise permitted by the Architectural Control Committee or Association.

**I. Mail Boxes.** The mailboxes must be consistent as determined by the Architectural Control Committee and the cost will be born by the property owner. The location of the mailboxes shall be in accord with the rules and requirements of the United States Post Office and the ordinances of the Village of Sherman.

**J. Signs.** A sign denoting the street address of the residence; located and designed in accordance with approval standards shall be required on each dwelling unit. In addition, one small sign may be used to denote the name of the resident, subject to the prior written approval of the Developer or Association with regard to size, shape, design, color and location of such sign. No other signs of any kind shall be displayed to the public view on any Lot, Dwelling unit, or any vehicle parked on any part of the Property, provided however, that nothing herein shall be construed to restrict in any manner the Developer or its agents from placing advertising signs on the Property or any portion thereof.

**K. Parking, Storage and Repairs.** No vehicles or boats (including but not limited to boat trailers, travel trailers, camp trailers and motor homes) or any similar property shall be kept on any part of the Property for more than eight (8) hours, or stored on any Lot except within a garage or an enclosed fenced in area which is obscured from view from any Roadway, and except that private passenger automobiles of the occupant of a Dwelling Unit

and guests, having no commercial signs, may be temporarily parked in the driveway or parking area during the time necessary for delivery and pickup service and solely for the purpose of such service. No repairing or overhauling of any vehicle is allowed on any part of a Dwelling Unit, a Lot or any Roadway.

**L. Maintenance by Owners.** Each owner shall maintain his parcel, whether improved or unimproved in good condition at all times, but no Owner shall cut any living tree having a trunk diameter greater than six (6) inches without prior approval of the Developer or Association. No trash, garbage, rubbish, debris or refuse or unsightly object shall be allowed to be placed, accumulated or suffered to remain anywhere on the Property, unless stored as provided herein.

**M. Animals.** A reasonable number of domesticated dogs, cats or birds may be kept in any Dwelling Unit or on any Lot, provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and are not permitted to run free. No other animals, livestock or poultry of any kind shall be kept on any Lot or other portion of the Property. If the Developer or Association on its sole discretion, determines that any pet is dangerous or an annoyance to the other residents of the Property, or is destructive of wildlife or property, that pet may not thereafter be kept on the Property and shall promptly be removed by the Owner.

**N. Re-subdividing; Replatting; Access restrictions.** Without the prior written approval of the Developer or Association, no Lot shall be re-subdivided or replatted. In the event of such approved replatting or re-subdividing, all of the provisions of this Declaration shall apply to the portion of the Property so this Declaration shall apply to the portion of the property re- subdivided or replatted and no such re-subdividing or replatting shall affect any easement shown on the Plat or reserved in this Declaration except easements reserved along the side lot lines, as provided in Section 4D, shall only apply to the re-subdivided or unplatted Lot. The Association shall have the right to approve the use of one or more contiguous Lots, all or part of any Lot, all of one Lot and part of a contiguous Lot or Lots, or any combination of contiguous parts of Lots which will form an integral unit of land suitable for use as a residential building site.

#### **SECTION 4 - UTILITY SERVICES**

**A. Water and Sewer.** The Village of Williamsville, and its successors, subject to the contractual rights and concurrence of the Village of Sherman, have the sole and exclusive right to provide water. The Village of Sherman or its successors has the sole exclusive right to provide all sewage facilities to the Property. No well of any kind shall be constructed on any lot to provide potable water for use thereon, and no potable water shall be used except potable water which obtained from the Village of Williamsville, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for air conditioning, irrigation or the filling of swimming pools. All sewage from any improvements on the property must be disposed of through the sewage lines and disposal plan owned or controlled by the Village of Sherman, or its successors or assigns.

**B. Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots only by parties, companies or agencies approved by the Developer or Association and each owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party providing the same.

**C. Utility Lines Underground.** Unless the Developer or Association expressly consents in writing, all telephone, electric and other utility lines on the Property shall be located underground so as not to be visible, except for temporary utilities required during construction.

**D. Easements.** The Developer, for its successors and assigns, hereby reserves perpetual, alienable easements, privileges and rights for the insulation, maintenance, transmission and use of wires, conduits, mains, utility, cable and lines, drainage ditches and facilities on, under and across the Roadways as well as a strip 15 feet in width around the perimeter of all lake lots and waterways, a strip 10 feet in width along the front lot line of each lot, a strip 10 feet in width along the rear lot lines of each lot and a strip 10 feet in width along the side lot lines of each lot, if shown to have a side lot line easement on the official plat, for drainage purposes and for the use of electric, telephone, cable TV, sewage, water and other public and private utilities. Additional easements may be reserved or granted by the Developer at any time prior the time any lot affected by such easements is conveyed by the Developer to a third party. Within the easement areas, no structure or other improvements or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the Owners shall bear the risk of loss of any such structure, improvement or landscaping. Notwithstanding such restrictions, all easement areas, areas within any setback line, and all improvements therein, shall be maintained continuously by the Owner. All utility lines serving one lot only from the point where such line connects to the main line shall be maintained by the Owner of the Lot.

## **SECTION 5 - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

### **A. Membership.**

- a) Every Owner of a Lot shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member;
- b) For the purpose of this Declaration the Developer shall be considered the Owner of a fee interest in, and therefore a Member in regard to, each and every Lot for which it holds record title;
- c) The Association shall be operated in accordance with By Laws as adopted by the Association.

### **B. Voting Rights.** The Association shall have the following voting membership:

Members shall be all Owners including the Developer. Members shall be entitled to one vote for each Lot and the Developer shall be entitled to one vote for each Lot owned by the Developer. In no event shall more than one vote be cast with respect to any such Lot. When more than one person or entity holds an ownership or interest in a Lot, all such persons or entities shall be Members, and one vote entitled to be exercised for that Lot shall be exercised as they among themselves determine.



## SECTION 6 -ASSOCIATION AND ASSEMENTS OF ASSOCIATION

The Association shall have the authority to levy assessments as provided herein against the Dwelling Units and the Lots, and each Dwelling Unit and Lot is subject thereto as hereinafter provided:

**A. Purpose.** The Association may levy assessments for the purpose of enabling the Association:

- a) To maintain all common areas including but not limited to (i) the entrance to the Development (ii) all open and green space owned by the development;
- b) To pay all ad valorem taxes assessed against the portions of the Property used in common by all Owners, including Roadways and appurtenant security facilities , waterways, and other common areas, whether or not owned by or leased to the Association;
- c) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes payable by the Association;
- d) To pay all expenses required for the reasonable repair and maintenance of the portions of the property described in subsection (a) above, including without limitation paving, irrigation, landscaping, drainage and for the reasonable repair and maintenance and insurance of any building or other improvements owned by or leased to the Association.
- e) To pay all expenses of providing security for the Property including salaries of security men, maintenance of security gate houses and other related facilities and any all other expenses incurred in providing such security, if implemented by the Association.
- f) To pay for all expenses incurred in providing mosquito and other pest control for the property.
- g) To pay for the expense of maintenance, improvement and operation of drainage easements and facilities.
- h) To pay for the expense of maintaining, repairing and replacing directional markers, signs and traffic control devices, street lighting and the cost of controlling and regulating traffic on the roadways if not paid for by the Village of Sherman.
- i) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, payroll and general office operating expenses, and the expense of doing any and all other things necessary or desirable in the judgement in the judgement of the Board to keep the Unit neat and attractive, to preserve or enhance the value of the Property, to eliminate fire, health or safety hazards, and to pay for such other expenses including, but not

limited to, liability insurance, which in the judgement of the Board may be of general benefit to the residents of the unit.

- j) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein;
- k) necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures there from among the various purposes specified herein and the judgement of the Board in the expenditure of such funds shall be final. The Association in its discretion may hold such funds invested or uninvited, and may reserve such portions of the funds as it determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

#### **B. Annual Assessments.**

Except as otherwise provided herein, each Dwelling Unit and each Lot is hereby subject to regular maintenance assessments as provided below ("Annual Assessment"), payable on a yearly basis (unless otherwise determined by the Board) beginning with the first day of May following the date of original sale of such property by the Developer to a third party and continuing on the first day of May each year thereafter. Dues shall be assessed at the point which the property is sold or rented/leased. If the closing is more than thirty (30) days prior to May first the Annual Assessment shall be pro-rated for the current year and payable on the first day of the month following closing. The Annual Assessments shall be uniform to dollar amount for each Lot and shall be set by the Board, subject to approval of the Association. The Annual Assessment may be adjusted by the Board as required to meet the expenses and other charges for which same are assessed. Annual Assessments shall become delinquent if not paid within fifteen (15) days after their due date for which assessed and shall bear interest at the rate of eighteen percent (18%) per annum from the date until paid.

- a) Initial Annual Assessments are established as follows :
  - (i) Unimproved Lots - \$100.00
  - (ii) Improved Lots - \$100.00

The Annual Assessment as an "improved parcel" shall not begin until completion of the improvements to be located thereon; and whenever the Annual Assessment begins for an "improved parcel" as provided above, all previously applicable assessments shall cease.

**C. Increase in Annual Assessments.** The maximum amount of any Annual Assessment imposed by the Board shall not exceed the amounts shown in Section B above for a period of twelve (12) months following the initial recording of this Declaration. Thereafter, the Annual Assessment may be increased by no more than ten percent (10%) of the Annual Assessment for the immediately preceding year. In the event of any such increase, such Annual Assessment shall not be thereafter increased for a period of one (1) year. Notwithstanding the foregoing, the Annual Assessment may be increased in excess of the amounts set forth above and more frequently than set forth above if such increase is approved by a majority vote of Owners.

**D. Special Assessments for Emergencies and Capital Improvements.** In addition to the Annual Assessments authorized above, the Association shall have the power to impose special assessments ("Special Assessment") in any assessment year for the purpose of defraying, in whole or in part, the cost of (i) any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related to it; and/or (ii) any expenses related to extraordinary or emergency circumstances, provided that is the sum of all Special Assessments in any twelve (12) month period exceed fifty percent (50%) of the then applicable regular annual assessment, then such special assessment must be approved by not less than seventy-five percent (75%) of Owners (other than the Developer) to whom such assessment is applicable. Any Special Assessment which is not paid within fifteen (15) days after the Owner received written notice of such assessment shall bear interest at the rate of eighteen percent (18%) per annum unless otherwise specified.

**E. Property of Developer.** Notwithstanding anything herein to the contrary, no Annual Assessment or Special Assessment shall be charged and no lien shall attach against any Lot or Dwelling Unit owned by the Developer.

## **SECTION 7 -ADDITIONAL RIGHTS OF DEVELOPER**

In addition to rights elsewhere reserved, Developer hereby reserves to itself, its successors and assigns, the following rights and privileges.

**A. Rights Regarding Temporary Structures Etc.** Developer hereby reserves the right to erect or maintain such dwellings, model houses, sales offices or other structures, and commercial display signs as Developer, in its sole discretion, may deem advisable for development and marketing purposes. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

**B. Enforcement by Developer.** Developer reserves the right, but shall have no obligation, to enter upon any Dwelling Unit or Lot to remove rubbish, signs, structures, plants or other things or to take such other action, all at the expense of the Owner, as Developer deems necessary in order to enforce this Declaration. In the event that such charges shall not be paid on demand, such charges shall bear interest at the maximum legal rate of interest from the date of demand. All Dwelling Units and Lots shall be subject to lien in favor of the Developer for all such costs and fees and the Developer may, at it's option, bring an action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days notice of an intention to file a claim of lien against a Dwelling Unit or Lot, may file and thereafter foreclose such lien.

## **SECTION 8 -ARCHITECTURAL CONTROL COMMITTEE**

**A. Review by Architectural Control Committee.** No building, fence, wall, driveway, patio, patio enclosure, swimming pool, dog house, tree house, television antenna, radio antenna, flagpole or other external improvement above or below the surface of the ground may be erected, placed, altered, or permitted to remain on any Lot, nor any grading, excavation or tree removal be commenced, until the construction plan and specifications, a site grading plan and a Lot plan showing the location of the structure or improvement have been approved in writing by the Architectural Control Committee. The Architectural Control Committee will consider the plans and specifications with regard to type, quality and use of

exterior material, exterior design, location of improvements on the Lot, and proposed finished grades.

**B. Composition.** The Architectural Control Committee will consist initially of two members representing the Developer (Trevor Clatfelter and Phil Zinn). Developer may appoint additional members to the Architectural Control Committee and all replacements until such a time that Developer elects to turn over control of the Architectural Control Committee to the Association, at which time the Association will have the power to appoint all of the members of the Architectural Control Committee. Members appointed to the Architectural Control Committee by the Developer need not be members of the Association.

Additionally, the Architectural Control Committee may delegate to the Association all rights of approval granted to the Architectural Control Committee pursuant to Section 2 of these Declarations.

On the resignation or termination for any reason of one of the Architectural Control Committee members, the remaining members will promptly appoint a replacement, and until the appointment has been made, the remaining members may exercise the Architectural Control Committee authority.

**C. Procedures.** A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements. The approval or disapproval of the Architectural Control Committee as required in these Declarations will be in writing. Written approval or disapproval must be signed by a majority of the Architectural Control Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Architectural Control Committee must include a statement of the reasons for disapproval and indicate in a general way the kind of plans and specifications which the Architectural Control Committee will approve for the subject property. Failure of the Architectural Control Committee to give either written approval or written disapproval of a submitted plan within [30] days after submission of the plan, by mailing written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, will operate to release the building Lot from the Architectural Control Committee provisions of these restrictions in regard to the submitted plan.

The architectural control committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

**D. Immunity.** The architectural control committee shall not be liable in damage to any person submitting requests for approval or to any owner within the properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

## **SECTION 9 - AMENDMENT TO DECLARATION**

**A. Amendment by Developer without Owner Approval.** Developer reserves the right, without prior approval of any owner.

- (a) To amend this Declaration so long as such amendment shall conform to the general purposes and standards set forth herein and shall not materially and

adversely affect the rights of any owner in his Dwelling Unit or Lot or the use thereof;

- (b) To amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein;
- (c) To include in any contract for sale, deed, or any instrument hereafter made, any additional covenants other than those set forth herein which do not lower the standards of this Declaration.
- (d) To release any Dwelling Unit, Lot or other portion of the property from any part of the covenants set forth in this Declaration which have been violated, if the Developer in its sole discretion, such violation or violations to be minor or insubstantial and to make exceptions, without prior approval of any Owner, to the Covenants and Restrictions set forth in Sections 2 and 3 hereof if Developer deems such exception to be in the best interest of Quail Pointe Subdivision, First Addition.
- (e) To file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, it being specifically understood that Developer may amend these covenants to include future adjacent lots under these Covenants. Any such amendment may contain such additional or modifications to these Covenants as Developer may provide, so long as such additions or modifications to the Covenants do not materially increase the membership obligations or expenses appurtenant to any existing Dwelling Unit or Lot. Such an amendment may be accomplished by filing a statement among the public records of Sangamon County, Illinois incorporating such items, Covenants and Restrictions of this Declaration as are applicable to the property included within such amendment or by adopting all of part of this Declaration by reference in a deed conveying such other property or in any other appropriate instrument or by the Developer executing and filing an amendment or restated Declaration.

**B. Amendment With Owner Approval.** In addition to the rights of the Developer to amend this Declaration as reserved in Section 7, and notwithstanding the limitations on voting rights set forth in Section 6, this Declaration may be amended at any time upon the request of the Developer, if such requested amendment is approved by the affirmative vote of seventy-five (75%) of votes cast by Owners, other than the Developer, at a duly called meeting of the Association, the notice for which meeting has contained notice of the proposed amendment. Upon the approval of any such amendment, the President and Secretary of the Association shall execute and record the same in the Public Records of Sangamon County, Illinois.

## **SECTION 10- MISCELLANEOUS**

**A. Remedies for Violation.** In addition to Developers rights as reserved otherwise herein, Developer, any Owner or the Association shall be entitled to bring actions at law for damages or in equity for injunctions against those parties violating or attempting to violate this Declaration, for the purpose of curing, correction, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including, but not limited to reasonable attorneys fees, incurred, or enjoin any violation of the

terms of this Declaration shall be recoverable against the party causing such violation. All remedies herein shall be cumulative to any and all other remedies provided elsewhere herein or at law or equity. The failure to bring any action to enforce this Declaration or to correct any violation of this Declaration shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Owners or any party against the Developer or the Association.

**B. Terms.** The terms and provisions of this Declaration shall run with title to the Property and any part thereof and unless otherwise altered or terminated in accordance with the terms and provisions herein, shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns until January, 2027, at which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless by mutual agreement of not less than eighty percent (80%) in number of owners, this Declaration shall be terminated in whole or in part; provided, however, and notwithstanding the foregoing, the easements herein shall be perpetual.

**C. Disclaimer.** Neither the Developer nor the Association shall be liable to any Owner or other persons for any loss or damage arising from any cause whatsoever, including without limitation the provision of, failure to provide, or negligence in provision of security, maintenance, repairs or other services by the Developer or the Association or either of them.

**D. Invalidity of Part.** The invalidation of any one of the terms or provisions of this Declaration shall in no way affect any other provisions, which provisions shall remain.

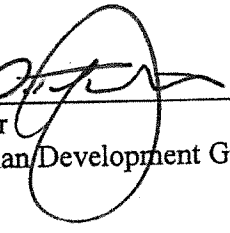
**E. Evidence of Approval.** All approvals required in this Declaration shall be evidence by a certificate or other writing signed by the party giving such approval.

**F. Assignment of Developer.** The Developer shall have the sole and exclusive right at any time to transfer and assign any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to such other person of entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligations or liability with respect thereto.

  
\_\_\_\_\_  
Phil Zinn

Member, Sherman Development Group, LLC

10/25/16  
Date

  
\_\_\_\_\_  
Trevor Clatfelter

Member, Sherman Development Group, LLC

25 Oct 16  
Date