

201900155763

Filed for Record in  
JERSEY COUNTY IL  
PAM WARFORD, RECORDER OF DEEDS  
04/11/2019 02:15 PM  
Pages: 5  
REST 70.00

RHSP SURCHARGE 9.00

**SECOND AMENDMENT TO THE  
COVENANTS AND RESTRICTIONS  
FOR  
WEST RIDGE AT THE PALISADES**

WHEREAS, on July 21, 1998, Covenants and Restrictions for West Ridge at the Palisades (the "Subdivision") were recorded in the Recorder's Office of Jersey County, Illinois in Book 683 at Page 272;

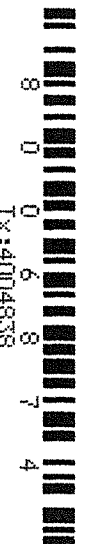
And

WHEREAS, on May 11, 2001, the Covenants and Restrictions for West Ridge at the Palisades were amended, with the amendment recorded in Recorder's Office of Jersey County, Illinois in Book 846 at Page 63 covering the following real property:

Lots 1 through 30, 43, 44, 45, 46, 47, 48, 63, 64, 65, 66, 83,  
84, 85, 86 and Outlots A-1, A-2, B-1, B-2 and C in West Ridge  
at the Palisades, a subdivision in the Northwest Quarter of  
Section 11, together with part of the East Half of the East Half  
Of Section 10, Township 6 North, Range 12, West of the Third  
Principal Meridian, in Jersey County, Illinois, and

WHEREAS, H. Adams Development Co. (the "Developer") and at least two-thirds (67%) of the owners of the Subdivision desire to amend and restate the Covenants and Restrictions as previously recorded;

NOW, THEREFORE, this amended and restated Covenants and Restrictions for West Ridge at the Palisades (the "Subdivision") is made and entered into on  
April 10, 2019 by the Members of the West Ridge at the Palisades Homeowners' Association as follows:



1. Section 6, Paragraph 1 – No one-story dwelling which has less than 1,800 square feet of livable space, excluding garages, any space below ground level, and open porches and balconies, shall be permitted on any Lot, nor shall a one and one-half story or two-story dwelling which has less than 2,000 square feet of floor space, with at least 1,000 square feet of floor space on the first floor (any clerestory square footage may count as both first floor and second floor space) be permitted on any Lot. No two-family dwellings shall be permitted on any Lot. The character and design of garages must conform to the character and design of the dwelling structure.
2. Section 6, Paragraph 2 – Antennae and Satellite Dishes. The location of all exterior antennae (temporary or permanent) and exterior satellite dishes (not to exceed 36 inches in diameter) shall be placed at locations approved in advance by the Architectural Committee.
3. Section 6, Paragraph 3 – Recreational Apparatus. Recreational apparatus, including, but not limited to, swing sets, swimming pools, basketball courts, playground equipment or similar devices shall not be located on the front yard of any Lot, except on flag lots if approved by the Architectural Committee. Swing sets and/or playground equipment may be allowed on the side yard of frontage lots subject to the approval of the Architectural Committee. The Architectural Committee shall have absolute discretion to decide what is a flag lot, a front or side yard, and to approve or disapprove of installation of all recreational apparatus prior to installation, pursuant to these Covenants and Restrictions.
4. Section 6, Paragraph 12 – Exposed Concrete. The building(s) which shall be erected on a Lot shall be constructed of good quality, new material (except as specifically otherwise approved by the Architectural Committee) suitable for use in the construction of residences and no old building or buildings shall be placed on or moved to any Lot. No tin, tarpaper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, or split foyer, or mobile homes, or underground homes are allowed; modular homes are allowed only with the approval of the Architectural Committee. No unpainted, exposed concrete greater than eighteen (18) inches on the foundation of the home or garage shall be permitted. Exterior walls may be brick, brick veneer, natural wood siding, finished masonite, aluminum or vinyl siding, or other material or a combination thereof approved by the Architectural Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit under-eave, overhang and porch areas. All garage interiors must be finished and painted.
5. Except as herein amended, all of the terms and conditions of the Covenants and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 10<sup>th</sup>  
day of April 2019.

H. ADAMS DEVELOPMENT CO.

By: Scott R. Adams  
Scott R. Adams, President

WEST RIDGE AT THE PALISADES  
HOMEOWNERS' ASSOCIATION

By: John M. Mooney  
John M. Mooney, Board Member

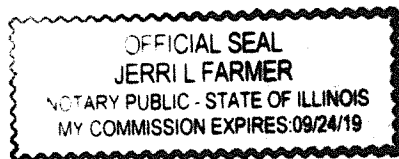
STATE OF ILLINOIS

) SS

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Scott R. Adams, personally known to me to be the President of H. Adams Development Co., a Delaware Corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed, sealed, and delivered the said instrument as President of said Corporation, pursuant to authority given by the said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

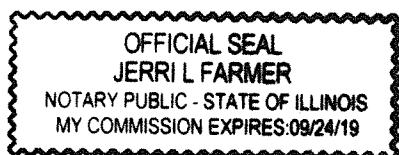
Given under my hand and official seal, this 10<sup>th</sup> day of April, 2019.



Jerri L. Farmer  
Notary Public

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that John M. Mooney, personally known to me to be a Board Member of the Homeowners' Association for West Ridge at the Palisades and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Board Member, he signed, and delivered the said instrument, pursuant to authority given by the said Homeowners' Association as his free and voluntary act, and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10<sup>th</sup> day of April, 2019.



Jerri L Farmer  
Notary Public

AFFIDAVIT

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF MADISON     )

I, Jack Mooney, of 421 Grafton Hills Drive, Grafton, IL 62037

MAKE OATH AND SAY THAT:

1. A vote of sixty-seven percent (67%) of the homeowners in West Ridge at the Palisades wish to amend the Covenants and Restrictions for West Ridge at the Palisades as attached.

Jack Mooney  
SIGNATURE

Jack Mooney  
PRINTED NAME

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF MADISON     )

SUBSCRIBED AND SWORN TO BEFORE ME, ON THE 10th DAY OF APRIL 2019.

Jerri L Farmer  
NOTARY PUBLIC

SEAL



MY COMMISSION EXPIRES:  
09/24/2019

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000063

STATE OF ILLINOIS  
JERSEY COUNTY 0069146

Filed for record this 11 day of May 2001  
9:45 o'clock A.M. Book 846 Page 165

221585

FIRST AMENDMENT By: *Shirley Johnson* Recorder  
TO Deputy  
TO  
COVENANTS AND RESTRICTIONS  
FOR  
WEST RIDGE AT THE PALISADES

WHEREAS, on July 21, 1998, Covenants and Restrictions for West Ridge at the Palisades (the "Subdivision") were recorded in the Recorder's Office of Jersey County, Illinois, in Book 683 at page 272 covering the following real property:

Lots 1 through 30, 43, 44, 45, 46, 47, 48, 63, 64, 65, 66, 83, 84, 85, 86 and Outlots A-1, A-2, B-1, B-2 and C in West Ridge at the Palisades, a subdivision in the Northwest Quarter of Section 11, together with part of the East Half of the East Half of Section 10, Township 6 North, Range 12, West of the Third Principal Meridian, in Jersey County, Illinois, and

WHEREAS, H. Adams Development Co. and Adams Land Company, L.L.C. (collectively, "Owner") remain owners of lots in the Subdivision; and

WHEREAS, Owner wishes to amend the Covenants and Restrictions as previously recorded.

Therefore, **KNOW ALL MEN BY THESE PRESENTS**, That the Covenants and Restrictions for West Ridge at the Palisades be and hereby are amended as follows:

1. Section 2 of the Covenants and Restrictions is amended by adding the following:

Following the subdivision of Outlots B-1 and B-2 into smaller lots, there shall be no more than a total of ten (10) buildings erected, altered, placed or permitted to remain on the lots into which Outlots B-1 and B-2 together are subdivided.

2. Paragraph one of Section 3 of the Covenants and Restrictions is amended by adding the following:

For purposes of this paragraph, lots into which Outlots B-1 and B-2 are subdivided shall be lots to which these Covenants and Restrictions shall apply.


3. Except as herein amended, all of the terms and conditions of the Covenants and Restrictions shall remain in full force and effect and shall apply to the lots into which Outlots B-1 and B-2 are subdivided.

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IN WITNESS WHEREOF, the undersigned have set their hands and seals this  
7 day of MAY, 2001.

H. ADAMS DEVELOPMENT CO.

By:   
Scott R. Adams, President

Attest:

  
Juanita E. Adams  
Assistant Secretary

ADAMS LAND COMPANY, L.L.C.

By:   
Scott R. Adams, Manager

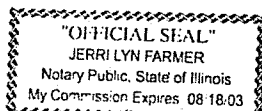
000065

STATE OF Illinois )  
COUNTY OF Madison ) SS.

I, Jerri Lyn Farmer, do hereby certify that Scott R. Adams, personally known to me to be the President of H. Adams Development Co., a Delaware corporation, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of 7th day of May, 2001.

My Commission Expires:



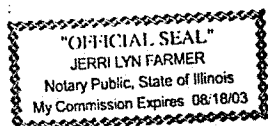
Jerri Lyn Farmer  
Notary Public

STATE OF Illinois )  
COUNTY OF Madison ) SS.

I, Jerri Lyn Farmer, do hereby certify that Scott R. Adams, personally known to me to be the Manager of Adams Land Company, L.L.C., a Missouri limited liability company, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument as Manager of said limited liability company pursuant to authority, given by the Members of said limited liability company as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of 7th day of May, 2001.

My Commission Expires:



Jerri Lyn Farmer  
Notary Public

RETURN TO: ☒ ADAMS LAND CO LLC  
215 East Center Dr. Ste "G"  
Alton, Ill 62002

CT/



#272

STATE OF ILLINOIS ss 543 79  
JERSEY COUNTY  
Filed for record this 21 day of July 19 98  
3:50 o'clock PM. Book 683 Page 222  
By: Linda D. Bratchett, Recorder  
Randy Osborn Deputy

COVENANTS AND RESTRICTIONS  
FOR  
WEST RIDGE at the PALISADES

JULY 21, 1998

**COVENANTS AND RESTRICTIONS  
FOR  
WEST RIDGE at the PALISADES**

**KNOW ALL MEN BY THESE PRESENTS**, That Whereas, H. Adams Development Co., a Delaware Corporation qualified to do business in Illinois, hereinafter known as "Developer", is the owner of the following described real estate, to-wit:

Lots 1 thru 29, 44, 45, 46, 47, 48, 63, 64, 65, 66, 83, 84, 85, 86, Outlots A-1, A-2, B-1, and B-2 in West Ridge at the Palisades, a subdivision in the Northwest Quarter of Section 11, together with part of the East Half of the East Half of Section 10, all in Township 6 North, Range 12 West of the Third Principal Meridian, in Jersey County, Illinois (individually, the "Lot" or "Lots" and collectively, the "Property"),

**1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all parties and all persons claiming under them until December 31, 2017, unless earlier terminated as herein provided, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless the owners of at least two-thirds (2/3) of all of the Lots vote to change said Covenants and Restrictions in whole or in part. These Covenants and Restrictions may be rescinded or amended by Developer at any time prior to the date that the last Lot is sold by Developer, or ten (10) years from the sale of the first Lot, whichever comes first. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to December 31, 2017, or thereafter, upon the affirmative vote of the owners of at least two-thirds (2/3) of the Lots, and shall be effective upon recording in the Recorder's Office of Jersey County, Illinois of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association herein below established.

**2. ENFORCEMENT.** In the event of a violation of any of the Covenants and Restrictions herein, power and authority is hereby given to (i) the owner of any Lot, (ii) the Homeowners Association, or (iii) the Developer, prior to the formation of the Homeowners Association, to prosecute any proceedings at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation together with expenses, court costs, and attorneys' fees incurred in such proceedings. Invalidation of any one of these Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**3. LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed two stories in height, excluding the basement, plus an attached garage, except for Lots 2, 5, 6, 15, 16, 21, 22, 23, 24, 45 and 46 on which may be erected two (2) single family dwellings connected by a breezeway or otherwise as approved by the Architectural Committee as provided herein, and other than pool houses approved by the Architectural Committee as provided herein.

**4. ARCHITECTURAL CONTROL.** An architectural control committee which shall serve without pay is hereby established which shall initially be comprised of three individual members appointed by Developer (hereinafter called the "Architectural Committee"). The following document(s) shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any Lot of the Property, to-wit:

- A. Floor plans;
- B. Front, side and rear elevations;
- C. Exterior materials and color selections;
- D. Name of General Contractor, Construction Company and/or Architect;
- E. Plot plan showing front, side, and rear set back lines, driveways, parking areas, and location of all structures on the Lot;
- F. Landscaping plan which includes costs in excess of \$1,000.00 as adjusted annually by the Consumer Price Index. As used herein the Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for the St. Louis, Missouri Metropolitan Area, now known as the Consumer Price Index for All Urban Consumers - Selected Areas, All items (1996 = 100).
- G. Grading plan including, but not limited to, the removal of trees.

The Architectural Committee shall have absolute discretion in the approval or disapproval of the foregoing regarding the use of any Lot. Members of the Architectural Committee are hereby granted an easement for access to any Lot prior to, during, and after construction of any structure thereon for the discharge of their duties hereunder, and will not be deemed to be trespassers thereby. The Architectural Committee may enter into contracts, and employ agents, contractors and counsel as it deems necessary in the performance of its duties. In carrying out their duties hereunder, no member of the Architectural Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The initial members of the Architectural Committee or

their successors, as appointed by Developer, shall hold office until all Lots of the Property are sold. After the sale of the last Lot, the Homeowners Association herein below described shall select the three members of the Architectural Committee. At the first such meeting of the Homeowners Association to select members to the Architectural Committee, two members of the Architectural Committee shall be selected for 1 year terms, and one member for a 2 year term. At subsequent annual meetings of the Homeowners Association, their successors shall be elected for 2-year terms, to replace the member or members of the Architectural Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Committee who fails to remain in office, until a successor is elected.

**5. BUILDING LOCATION.** No building shall be located on any Lot nearer to any street line than the building lines shown on the recorded plat of the Subdivision. No structure shall be located closer than ten (10) feet from any side Lot line or closer than forty (40) feet from any rear Lot line. No building or structure may be erected more than 150 feet from the front building line without the prior approval of the Architectural Committee.

However, where more than one Lot under common ownership are used for the construction of one dwelling which overlaps the Lot line, the side line restrictions contained in this Section and the easement reservations contained in Section 12 herein shall be waived as to the lines between said combined Lots, and the combined Lots shall hereafter be considered one "Lot" for purposes of these Covenants and Restrictions.

For purposes of these Covenants and Restrictions, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot.

**6. USE RESTRICTIONS.** No one-story dwelling which has less than 1400 square feet of livable space, excluding garages, any space below ground level, and open porches and balconies, shall be permitted on any Lot, nor shall a one and one-half story or two-story dwelling which has less than 1800 square feet of floor space, with at least 1000 square feet of floor space on the first floor (any clerestory square footage may be counted as both first floor and second floor space) be permitted on any Lot. No two-family dwelling shall be permitted on any Lot. The character and design of garages must conform to the character and design of the dwelling structure.

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No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house unless otherwise approved in advance by the Architectural Committee. Exterior satellite dishes may not exceed 36 inches in diameter, and shall be placed at locations approved in advance by the Architectural Committee.

Recreational apparatus, including, but not limited to, swing sets, swimming pools, basketball courts, playground equipment or similar devices shall not be located on the front or side yards of any Lot, except on flag lots if approved by the Architectural Committee. No above ground pools will be permitted without the approval of the Architectural Committee. The Architectural Committee shall have absolute discretion to decide what is a flag lot, a front or side yard, and to approve or disapprove of installation of all recreational apparatus prior to installation, pursuant to these Covenants and Restrictions.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is, may be or become an annoyance or nuisance to the neighborhood.

No part of any Lot of the Property or driveway, outside the exterior walls of the main residential structure or garage, shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing or storing any one or more automobiles or other vehicles, for any period of time.

No shed, trailer, recreational vehicle, tent, boat, shack, garage, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except for walkout lower level spaces approved for such use by the Architectural Committee and in conformity with the Ordinances of the City of Grafton.

Each Lot on which a dwelling has been constructed shall have a garage capable of housing a minimum of two automobiles; lots on which two family dwellings are erected shall have a garage capable of housing a minimum of two automobiles for each dwelling unit. All buildings, including garages, shall be attached to the dwelling structure. No front-entry garages will be permitted on any lot except a flag lot unless approved by the Architectural Committee.

No trucks, trailers, vans, boats, boat trailers, motor homes, recreational vehicles, mobile equipment, or commercial vehicles will be allowed to stand upon or be stored outside the dwelling or garage of any Lot, other than service vehicles making deliveries.

A paved area of at least 500 square feet, not including the driveway, or the interior space of the garage suitable for the parking of at least two (2) automobiles, shall be provided by the owner of each Lot. In addition, the driveway shall be paved from its intersection with the street to the rear of the garage entry pad. No overnight on-street parking is allowed. Any exterior parking area will be restricted to operable automobiles. The paving material of all parking areas, driveways, and turnarounds shall be Portland cement, concrete or brick, except that flag Lots may use asphalt with the approval of the Architectural Committee.

Any and all mechanical work or vehicle maintenance (excluding cleaning) will be performed in the garage of the residence.

No structure of any kind shall be allowed on any Lot, except the dwelling house(s), attached garage, and pool house, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood for use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans, or visible clothes lines shall be allowed.

The building(s) which may be erected on a Lot shall be constructed of good quality, new materials (except as specifically otherwise approved by the Architectural Committee) suitable for use in the construction of residences and no old building or buildings shall be placed on or moved to any Lot. No tin, tarpaper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, or split foyer, or mobile homes, or underground homes are allowed; modular homes are allowed only with the approval of the Architectural Committee. No unpainted, exposed concrete on the foundation of the home or garage shall be permitted. Exterior walls may be brick, brick veneer, natural wood siding, finished masonite, aluminum or vinyl siding, or other material, or a combination thereof approved by the Architectural Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit under-eave, overhang and porch areas. All garage interiors must be finished and painted.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot owner, and shall be subject to approval of the Architectural Committee.

Each dwelling shall have at least one (1) operational non-switched yard light, which shall be located within 5 feet of the front property line of the Lot, and which shall be lighted from dusk to dawn every night. All yard lights, size and type of house numbering and other identifying material, and mailboxes, and the

location thereof, shall be approved by the Architectural Committee before installation, and shall be of the design and construction approved for the first dwelling constructed on the Property, unless otherwise approved by the Architectural Committee. In the event home mail delivery is not immediately available, then, at such time as home mail delivery is available, the owner of each dwelling unit constructed on the Property shall be required to install, at the Lot owner's cost, a mailbox in the form and of the design approved by the Architectural Committee.

All roofs shall be covered with architectural grade shingles or better.

No retail or other business of any kind shall be permitted on any Lot, nor any other business except home offices not open to the public which employ no more than 3 persons, including any owner of the dwelling unit in which it is located, and which are permitted under the ordinances of the City of Grafton.

No wall, fences or fencing of any kind shall be allowed in the front yard of any Lot, nor on any side of a Lot which is adjacent to a street. No wall, fences or fencing over 6 feet in height shall be allowed on any Lot, unless otherwise approved by the Architectural Committee as provided herein and in conformity with the ordinances of the City of Grafton or the State of Illinois regarding, but not limited to swimming pool regulations; nor shall any wall, fence or fencing be located closer than eleven foot to any Lot line. All permitted walls, fences and fencing shall be wood or professionally constructed wrought iron construction, or of a material approved by the Architectural Committee and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire, or other metal wall, fence or fencing shall be permitted. All plans for walls, fences and fencing must be submitted to and approved by the Architectural Committee prior to construction, and must be continually maintained to present an attractive appearance, or after 60 day notice, such walls, fences and fencing may be removed by the Developer or Homeowners Association and the cost thereof billed to the Lot owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 13 below.

Each Lot owner shall comply strictly with the set-back and building lines shown on the aforesaid Plat of the Subdivision.

**7. LIVESTOCK AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats, or other common household animals, but not such pets as are deemed to be vicious, offensive or in any way a nuisance which may be kept inside as house pets. No pets of any kind will be permitted outside the dwelling, in exterior kennels or houses, or otherwise. No animals of any kind may be kept, bred or maintained for any commercial purpose.

**8. MAINTENANCE.** During the construction, maintenance or refurbishment of any building/structure on any Lot, any littering or damage to the public and private roadways and easements on the Property, and any cleanup of them, shall be the responsibility of the owner of the Lot upon which such work is being performed. Stockpiles of excavated materials not to be used in the construction of a dwelling, and excavated vegetation including but not limited to trees, brush and the like, shall be removed from the Lot within seven (7) days after substantial completion of such excavation.

The owner of each Lot shall be responsible for mowing and landscape maintenance of such owner's Lot up to the property line of such Lot, and up to the street curb or curbs, such that the Lot will always present a neat and attractive appearance. Landscaping shall be completed within ninety (90) days (or as soon as weather permits) following substantial completion of construction of each building/structure.

The burning of any material outside of any dwelling house shall be prohibited, except the burning of leaves in conformity with the Statutes of Illinois and Ordinances of the City of Grafton.

All sites shall have a finish grade that will allow the natural flow of surface drainage water from one Lot to another without erosion, ponding or damage. Under no circumstances shall the owner of any Lot of the Property alter the topographic conditions of said Lot in any way that will permit or cause additional quantities of water to flow from or across said Lot and onto any adjoining property or public right of way. Grading shall be sloped and tapered at the side and rear Lot lines in such a manner as to permit construction on an adjacent Lot without the need for retaining walls. Gutter downspout run-offs shall be connected to storm sewers whenever permitted by municipal regulations unless otherwise approved by the Architectural Committee, but shall never be connected to any sanitary sewer.

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

**10. GARBAGE AND REFUSE DISPOSAL** No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage, or other wastes, shall be kept only in sanitary containers located inside the dwelling house or garage, except on collection days, when said sanitary containers may be placed near the platted streets for collection.



11. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than four square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sale of Lots and residences, or signs used by the Developer or its assigns to identify the subdivision and to advertise sale of Lots and residences on the Property.

12. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building, fence, wall or any other structure of any kind shall be placed on, in or over any such easement and any such building, fence, or other structure violating this provision shall be removed at the expense of the owner of the Lot on which it is located.

The City of Grafton shall have the right of access to all lots where the City has agreed to assume ownership of owner installed pressure service sewers and individual sewage grinder pumps. This right of access shall be for the purpose of operating, maintaining and replacing said sewage facilities located within the lot boundaries.

For acceptance by the City, the pressure service sewer and sewage grinder pump installation shall conform to the City of Grafton standards for design and construction; for uniformity of equipment; and for layout and accessibility. In all cases, electricity for the grinder pump shall be furnished by the owner.

13. **HOMEOWNERS ASSOCIATION.** Developer and the owner of every Lot of the Subdivision shall automatically be a member of the Homeowners Association. Membership shall confer on each member certain rights and privileges as described herein, providing that any such person who holds an interest in a Lot of the Property merely as security for the performance of an obligation shall not be a member. The administration and enforcement of the terms, conditions and provisions of this Declaration shall be vested in the Homeowners Association board (the "Board") which shall consist of not less than three (3) nor more than five (5) members. The exact number of Board members shall be, from time to time, determined by Developer prior to the time that all Lots have been sold and thereafter by the Board. Until all of the Lots have been sold, the Board shall, from time to time, be appointed by Developer, which shall have the right, from time to time, to remove any members thereof. At such time as all of the Lots have been sold, members of the Board then serving shall resign and their successors shall be elected by the then members of the Homeowners Association as follows: one-third (1/3) of the vacancies created by such resignations shall be filled by successor Board members selected to serve for one (1) year terms; one-third (1/3) of the vacancies created by such resignation shall be filled by successor Board members elected to serve for two (2) year

terms; and one-third (1/3) of the vacancies created by such resignation shall be filled by successor Board members elected to serve for three (3) year terms. Thereafter, all members of the Board shall serve for three (3) years each.

All elections shall be preceded by notice signed by the Board members then in office, or should there be no Board members, then by owners of at least ten percent (10%) of the Lots at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Board members. The said notice shall specify the time and place of the meeting which shall be in Jersey County or such other place in the State of Illinois or Missouri as specified. At such meeting or any adjournment thereof, the majority of the members attending such meeting, in person or by proxy, shall have the power to elect Board members, who shall thereupon serve until their successors have been duly appointed or elected and qualified. The results of any election of Board members shall be certified by the persons elected as chairman and secretary at such meeting, and their certification shall be acknowledged and recorded. All business relevant or pertinent to the affairs of the Property may be transacted at any meeting of the Homeowners Association. Ten percent (10%) of the members shall constitute a quorum for the purpose of electing Board members and for the purpose of conducting any other business coming before the meeting.

**14. ASSESSMENTS.** The owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homeowners Association (i) annual assessments; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each such Lot against which such assessment is made until paid, each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due.

Assessments levied by the Homeowners Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the owners of the Property, including without limitation: (i) carrying out of all functions herein authorized; (ii) the improvement, maintenance and operation of facilities common to all owners; (iii) the payment of taxes and insurance on facilities common to all owners and the payment of debt service (principal and interest on indebtedness), and repair, maintenance, replacements and additions to facilities common to all owners; and (iv) costs of labor, equipment, material, management

and supervision of facilities common to all owners and for such other needs with respect thereto as may from time to time arise.

In addition to annual assessments that may be levied in any year, special assessments may be levied upon the approval of the majority of the members of the Board for the purpose of defraying, in whole or in part, the cost of any reconstruction, unexpected repair or replacement of any capital improvement, including without limitation, any and all roads and other facilities common to all owners and any amount by which the annual assessments are inadequate to meet the reasonable operating expenses of the Homeowners Association.

A notice of all assessments shall be given by mail, postage pre-paid, addressed to the last known or usual post office address of the holder of legal title of each Lot, as the case may be. Such notice shall be considered given when mailed, or by posting a brief notice of the assessment upon the assessable Lot.

The annual assessments provided for herein shall commence on the first (1st) day of the month designated by the Board to be the date of commencement. The Board shall fix the amount of the annual assessment to be levied against each Lot at least thirty (30) days in advance of each assessment year and the due dates for such assessment shall be established by the Board. Assessments may, if authorized by the Board, be payable in monthly or periodic installments, with the entire balance of the annual assessment to become payable upon non-payment of the periodic installment.

If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot on which the assessment was made which shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum and the Homeowners Association may bring legal action against the owner of the Lot against which the assessment is made, may execute and acknowledge an instrument reciting the levy of the assessment with respect to such property and cause the same to be recorded in the office of the Recorder of Deeds of Jersey County, Illinois, and thereafter institute any appropriate legal action to enforce such lien. In addition to any and all other means of enforcement, such liens shall be enforceable in the same manner as the enforcement of mechanic's liens under the then-current laws of the State of Illinois. Upon payment, the Homeowners Association shall cause to be executed and recorded at the expense of the Lot owner, a release of such lien. All costs, including reasonable attorney's fees, incurred by the Homeowners Association in enforcing the payment of any

delinquent assessment, shall be paid by the Lot owner and the amount of such costs including reasonable attorney's fees shall be a lien against the affected Lot until paid. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any affected Lot with respect to assessments which have become due and payable prior to the sale and transfer of such affected Lot pursuant to the foreclosure or in lieu of foreclosure. Such sale or transfer shall not relieve such affected Lot from liability for any assessment thereafter becoming due, nor from the lien of any subsequent assessment.

**15. ADDITIONAL PROPERTY.** Developer, at its sole discretion, may from time to time and at any time add to the real property subject to this Declaration any property which is contiguous to the Property so long as such contiguous property so added would be used for residential purposes. Developer, however, shall be under no obligation to add to the Property subject to this Declaration. The additions authorized under this Section shall be known as "Additions to Existing Property" and shall be made by executing and filing of record in Jersey County an instrument executed by Developer and which shall extend this Declaration to the Additions to Existing Property. Said instrument may contain such complementary additions and modifications to the covenants and restrictions contained in this Declaration as Developer may deem necessary or desirable in its sole and absolute discretion to reflect the different character, if any, of the Additions to Existing Property and as are not inconsistent with the provisions of this Declaration.

**16. DEVELOPER'S RIGHT TO ASSIGN.** Developer may at any time or from time to time assign the rights granted herein to Developer. In connection with the sale of all or part of the Lots subject to this Declaration, Developer shall have the right to assign to such purchaser the rights herein reserved or granted to Developer.

**17. NOTICES.** Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as the owner of record to a Lot at the time of such mailing.

The undersigned hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 21 day of July, 1998.

**H. ADAMS DEVELOPMENT CO.**

BY: Scott R. Adams  
 Scott R. Adams  
 President

ATTEST: Juanita E. Adams  
 Juanita E. Adams  
 Assistant Secretary

STATE OF ILLINOIS

) SS

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Scott R. Adams, personally known to me to be the President of H. Adams Development Co., a Delaware corporation, and Juanita E. Adams, personally known to me to be the Assistant Secretary of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Assistant Secretary, they signed, sealed, and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21 day of July, 1998.

Jerri Lyn Farmer  
 Notary Public

