

Lake Pointe Subdivision

Restrictive Covenants and By-Laws

LAKE POINTE SUBDIVISION

RESTRICTIVE COVENANTS & BY-LAWS

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COPY

DECLARATION OF COVENANTS
AND RESTRICTIONS FOR FIRST FIVE ADDITIONS OF
LAKE POINTE SUBDIVISION

SANGAMON COUNTY
RECORDER'S OFFICE

11:53 AM

JUL 6 1994

DOC# 94-27722

This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 5th day of July, 1994, by and between UNIVERSAL GUARANTY LIFE INSURANCE COMPANY, a corporation having its principal place of business located in Springfield, Illinois (hereinafter "Developer"), LAKE POINTE SUBDIVISION HOME OWNERS ASSOCIATION, INC., an Illinois not-for-profit corporation (hereinafter "Home Owners Association or Association") and any and all persons, firms, corporations or other entities hereinafter acquiring any of the property described on the annexed Exhibit A, which is part of a development commonly known as Lake Pointe Subdivision (hereinafter "Property").

WHEREAS, the Developer is the Owner of all of the Property;

WHEREAS, the Developer agrees to transfer the Future Common Areas to the Association as set forth in this Declaration;

WHEREAS, it is in the best interest of the Developer and the Home Owners Association, as well as to the benefit, interest and advantage of each and every person or other entity hereinafter acquiring any of the Property, that certain covenants, restrictions, easements, charges and liens governing the regulation, the use and occupancy of the Property be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, the Developer and the Home Owners Association desire to provide for the preservation of the values and amenities and the desirability and attractiveness of said Property and for the maintenance of the Common Areas of the Property; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities of that Property, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the law of the State of Illinois, as a not-for-profit corporation, the Home Owners Association for the purpose of exercising the function just stated;

NOW THEREFORE, in consideration of the premises, the Developer and the Home Owners Association agree with any and all persons, firms, corporations or other entities hereafter acquiring any of the Property that the same shall be and is hereby subject to the following restrictions and covenants (hereinafter either "Restrictions" or "Covenants") relating to the use and occupancy

thereof, said Restrictions to be construed to be covenants running with the land, and which shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each Owner thereof.

Every Person hereafter acquiring any of the Property by acceptance of a Deed, Contract For Deed or other conveyance of any interest to said Property, and regardless of whether the same shall be signed by such Person and whether such Person shall otherwise consent in writing, shall take such interest in the Property subject to this Declaration and to the terms and conditions hereof and shall be deemed to have consented to the same.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration or any amendment hereto, unless the context otherwise requires, shall have the definitions that follow:

- 1.1. "Articles of Incorporation" shall mean the Articles of Incorporation for the Association, which are annexed as Exhibit C.
- 1.2. "Association" or "Home Owners Association" shall mean and refer to Lake Pointe Subdivision Home Owners Association, Inc., an Illinois not-for-profit corporation, having its principal place of business in Springfield, Illinois, and its successors and assigns.
- 1.3. "Board" shall mean and refer to the Board of Directors of the Association.
- 1.4. "Bylaws" shall mean the bylaws of the Association, a copy of which are annexed as Exhibit D.
- 1.5. "Common Areas" and "Future Common Areas": "Future Common Areas" shall mean those areas of the Property within Lake Pointe Subdivision, except for Lot 501, which will be deeded from the Developer to the Association and which are shown on the annexed Exhibit B as green areas or detention ponds, whose boundaries are subject to change until they become a part of a plat of the City of Springfield. These areas, once they are deeded to the Association by the Developer, are to be for the common use and enjoyment of all owners subject to the covenants herein. Lake Pointe Subdivision will be platted for development in six (6) phases or additions. The sixth (6th) phase or addition, which has already been platted, is not a part of the Association. The phases or additions numbered one through five (1-5), which are shown on Exhibit B, will be developed and platted for single family development. Once a phase within the Association is platted, the Developer shall deed all platted green areas, with the exception of Lot 501,

detention ponds to the Association, at which time they shall become the "Common Areas" of the Association.

- 1.6. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Lake Pointe Subdivision, and as it may be amended from time to time, and which is applicable to the Property and as it is recorded in the Office of the Recorder of Deeds for Sangamon County, Illinois.
- 1.7. "Developer" shall mean Universal Guaranty Life Insurance Company and its successors and assignees.
- 1.8. "Governing Documents" shall mean this Declaration, the Articles of Incorporation, the Bylaws and all amendments thereto.
- 1.9. "Improvement" shall mean and refer to a series of rooms within a building situated upon a Lot, which rooms are designated, arranged, used and intended for exclusive use as living quarters for one family.
- 1.10. "Lot" shall mean and refer to any plot of land which is a part of the Property and which is to be used for a single family residential purpose and is so designated on any subdivision plat or survey of the Lake Pointe Subdivision which shall be of public record or on Exhibit B.
- 1.11. "Member" shall mean and refer to every Owner who by such designation shall be a Member of the Association.
- 1.12. "Owner" shall mean and refer to every Person who is the record Owner of a fee or undivided fee interest in any Lot, excluding, however, those Persons having such interest merely as a security interest for the performance of an obligation.
- 1.13. "Person" shall mean a natural person, corporation, trust, partnership, estate, unincorporated association or any other entity capable of owning an interest in real estate and their successors and assigns.
- 1.14. "Property" shall mean any portion of the real estate legally described on Exhibit A annexed hereto, which is part of a development commonly known as Lake Pointe Subdivision.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and

improved subject to this Declaration, is the Property, which real estate is described on Exhibit A and is located in Springfield, Illinois.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1. OWNER/MEMBERSHIP. An Owner is any Person who is the record Owner of a fee or undivided fee interest in any Lot, excluding, however, those Persons having such interest merely as a security interest for the performance of an obligation. There may be more than one Owner per Lot. (For example it is expected that many Lots will be owned by a husband and wife, in which case, both would be Owners.) Every Owner is a Member of the Association. Being an Owner of a Lot is the sole qualification for membership in the Association and an Owner of a Lot can not assign his membership in the Association to any other Person. The giving of a security interest shall not terminate a Person's membership in the Association, and as previously stated, the holder of a security interest in the Lot is not an Owner/Member.

3.2. RIGHT TO HOLD OFFICE/ONE VOTE PER LOT. Any Member may hold office in the Association, but there shall only be one vote per Lot. Thus in those situations where there is more than one Owner per Lot, the vote for such a Lot shall be exercised as those Owners themselves determine and advise in writing to the Secretary prior to any Association meeting. In the absence of such written designation, such Lot's vote shall be suspended in the event that more than one Owner seeks to exercise it. Such Lot's vote shall also be suspended in the event that prior to the meeting the Secretary has received in writing conflicting designations as to which Owner is to exercise such Lot's vote. If an Owner owns more than one Lot, said Owner shall have one vote for each Lot owned.

3.3. RESTRICTIONS ON VOTING--LIMITED IN DURATION/MEMBERSHIP CLASSIFICATIONS / MEMBERSHIP MEETINGS.

3.3.A. MEMBERSHIP CLASSIFICATIONS. For a limited time, as set forth below, there shall be two membership classifications in the Association. Class A Members shall be all Owners except for the Developer, or any successor of Developer who takes title for the purpose of development and sale of the Lots, or any Person holding one or more Lots for the purpose of development and sale. Class B members shall be all Owners who are not Class A members. Class B membership shall cease and become converted to Class A membership on the happening of the earliest of the following events to occur:

- i. When 75% of the Lots or more have been sold to Class A members; or

- ii. Three years after the date the Declaration is filed with the Recorder of Deeds Office; or
- iii. At such time as Developer voluntarily surrenders its Class B membership rights.

3.3.B. RESTRICTIONS ON VOTING--LIMITED DURATION / MEMBERSHIP MEETINGS. There shall be no membership meetings and the Class A members shall have no right to vote on any matter and the Association shall be governed solely by the Board named in the Articles of Incorporation, or their successors, until the Class B membership shall cease, at which time a membership meeting shall be held in accordance with the Governing Documents and applicable law. Each annual meeting of the members of the Association following such initial annual membership meeting shall be held at the time and place specified in the Bylaws. At the annual membership meetings, the Members shall elect the Board and conduct such other businesses as may be allowed in the Governing Documents. Further, once the initial membership meeting has been held, the Members may hold such meetings for such purposes as are allowed in the Bylaws.

3.3.C. NUMBER OF VOTES. The aggregate number of votes at the time this Declaration is initially recorded is 278 as reflected on Exhibit B, which shows 278 Lots. When each of the five (5) phases of Lake Pointe Subdivision that are within the Association are made a plat of the City of Springfield, to the extent that the number of Lots on the recorded plat for that phase differs from the number of Lots set forth for that phase on Exhibit B, the number of Lots according to the recorded plat for that phase shall control for determining the aggregate number of votes for the Association.

ARTICLE IV

BOARD OF DIRECTORS, ADMINISTRATION AND OPERATIONS OF THE ASSOCIATION

4.1. Board of Directors. The Association shall be governed by the Board of Directors.

The directors named in the Articles of Incorporation constitute the Association's first Board. The number of Directors shall be no less than three (3) nor more than eight (8). The number of Directors, including those on the first Board, may be fixed or changed from time to time, within the minimum or maximum just named by the Directors without amendment to the Governing Documents. However, the number of Directors cannot be changed without one hundred percent (100%) approval of all the Directors. The first Board shall hold office and shall hold and exercise all of the rights, duties, powers and functions of the Board set forth in the Governing Documents, until the first election of the Board

by the Members of the Association at the first annual membership meeting.

The Board shall have all powers for the conduct of the affairs of the Association enabled by law or the Governing Documents which are not specifically reserved to the Members. The Board shall exercise its powers in accordance with the Governing Documents and the law, and shall pay particular attention to the GENERAL NOT FOR PROFIT CORPORATION ACT OF 1986 (805 ILCS 105/101.01 et seq.) and Section 18-5(c)-(h) of the CONDOMINIUM PROPERTY ACT (765 ILCS 605/18.5(c)-(h)). Without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

Real and Personal Property. To acquire, hold, own, improve, maintain, manage, lease, insure, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the mortgaging or disposal of the Common Areas and/or improvements thereon shall be subject to the provisions of Article V;

Rule Making. To establish, modify and enforce Restrictions, rules and regulations for the use of the Property as provided herein;

Assessments. To fix, levy and collect assessments as provided in Article VI;

Easements. To grant and convey easements to the Common Areas as may become necessary and as provided in Article VII;

Employment of Agents. To employ, enter into contracts with, delegate authority to and supervise such Persons as may be appropriate to manage, conduct and perform the business obligations and duties of the Association;

Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of the Governing Documents, including without limitation bringing suit, causing a lien to be foreclosed or suspending membership rights as provided in Article VI, 7.4, 8.3 and Article X; and

Membership Meetings. To call the first annual meeting of the Members of the Association, within 60 days after the Class B membership ceases. Written notice of the first annual membership meeting shall be sent to the Members at least twenty-one (21) days in advance of such meeting.

4.2. MEETINGS. Meetings of the Board shall take place in accordance with the Bylaws. However, under all circumstances, all Owners are authorized to attend such meetings in the same manner as provided for owners under the Condominium Property Act, and prior to the time that Class A members can vote, the Board shall meet at least annually for the purposes set forth in Section 6.7.

ARTICLE V PROPERTY RIGHTS

5.1. COMMON AREAS. Future Common Areas are those areas of the Property within Lake Pointe Subdivision, except for Lot 501, which will be deeded from the Developer to the Association and which are shown on the annexed Exhibit B as green areas or detention ponds, whose boundaries are subject to change until they become a part of a plat of the City of Springfield. These areas, once they are deeded to the Association by the Developer, are to be for the common use and enjoyment of all owners subject to the covenants herein. Lake Pointe Subdivision will be platted for development in six (6) phases or additions. The sixth (6th) phase or addition, which has already been platted, is not a part of the Association. The phases or additions numbered one through five (1-5), which are shown on Exhibit B, will be developed and platted for single family development. Once a phase within the Association is platted, the Developer shall deed all platted green areas, with the exception of Lot 501, and detention ponds to the Association, at which time they shall become the "Common Areas" of the Association.

Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the duly authorized rights and obligations reserved to the Association and Developer in the Governing Documents, which shall include:

5.1.A. The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Areas and to impose reasonable limits on the number of guests who may use the facilities.

5.1.B. The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by any Owner for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's published rules and regulations for the duration of the infraction, and for an additional period thereafter not to exceed sixty (60) days.

5.1.C. The right of the Developer with regard to that portion of the Property which may be owned for the purpose of development, to grant easements in and to the Common Areas to any

public agency, authority or utility for such purposes as will benefit the Property, the Developer or Association.

5.1.D. The right of the Association by a majority vote of all of the members of the Board to borrow money for the purpose of improving the Common Areas, or any portion thereof, for acquiring additional Common Areas, for repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Developer or any Owner, or the holder of any mortgage, irrespective of when executed, given by Developer or any Owner encumbering any Property.

5.1.E. The right of the Association to dedicate or transfer all or any portion of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association.

No such dedication or transfer shall be effective unless such dedication or transfer has been approved (i) by at least 2/3 of the total of all Class A votes extant, and (ii) by the Class B membership of the Association, if the same is still in existence.

5.1.F. The right of the Association or Developer with regard to the Property to grant easements to Developer, any public agency, authority or utility for such purposes as benefit the Property, Developer or Owners.

5.1.G. Notwithstanding anything to the contrary stated in this Declaration, the Association may never convey those portions of the Property which serve as storm water retention areas without the consent of the City of Springfield.

5.2. Under the surface of Lot 501 as shown on Exhibit B, is a sanitary sewer which was paid for by the Developer. This area will be retained by the Developer when phase 1 is platted and is or will be an easement, which will allow Persons who own real estate outside of Lake Pointe Subdivision to hook up to said sanitary sewer. All monies paid by such Persons to connect to the sanitary sewer belong to the Developer. In the case that such monies are wrongfully paid to the Association, the Association agrees to promptly turn such monies over to the Developer. Subject to the foregoing, such land shall be for the common use and enjoyment of the Association and such land shall be maintained by the Association as if it were a Common Area, although the Developer will pay the real estate taxes on Lot 501 as long as it is the title owner thereof. At any time hereafter, at the discretion of the Developer, the Developer may deed such area to the Association,

which shall accept such area, and upon such acceptance by the Association shall then become a Common Area.

ARTICLE VI
COVENANT FOR MEMBERSHIP FEE AND ASSESSMENTS

6.1. PURPOSE OF ASSESSMENTS. Any charge, fine or assessment levied by the Association shall be used exclusively for the purpose of maintaining, improving and administering the Association, the Future Common Areas, Common Areas, Lot 501 and the Association's real and personal property, the implementation and enforcement of the Association's Governing Documents and for the purpose of enhancing the environment of the Property for the common benefit, protection and enjoyment of the Owners. To those ends, the expenditure of funds collected from such charges shall include without limitation the cost of repairs, replacements, maintenance and additions to the Future Common Areas, Lot 501 and the real and personal property of the Association, including the maintenance of the lakes; the cost of labor, materials, equipment and management expended on the Property or Association concerns; the procurement and maintenance of insurance; the payment of taxes; the employment of attorneys and accountants and other independent contractors; and so on.

6.2. CREATION OF LIEN AND PERSONAL OBLIGATIONS FOR ASSESSMENTS. Each Owner of any Lot by acceptance of a deed or other conveyance therefor from the Developer, or subsequent Owner of the lot, whether it shall be so expressed in such deed or other conveyance, agrees to pay the Association:

- a. An entering membership fee as described in Section 6.3;
- b. Annual assessments as described in Section 6.4;
- c. Special assessments as described in Section 6.5;
- d. Individual assessments as described in Section 6.6; and
- e. Fines imposed in accordance with Article X; and

agrees that all such fees, assessments and fines, together with interest thereon, late charges and the costs of collection, which shall include reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which any such fee, assessment or fine is made, and also shall be the joint and several obligation of each Owner of said Lot at the time when any such fee, assessment or fine was imposed.

No Owner shall be entitled to a refund of any portion of the entering membership fee, or any annual, special or individual assessment, or installment thereon paid by him, even though said

Owner's membership in the Association terminates prior to expiration of the period covered by any such assessment or installment. No Owner may avoid or escape liability for the entering membership fee, or any annual, special or individual assessment, imposed or levied pursuant to this Article VI by abandonment of his Lot or by attempted waiver or non-use of the benefits of membership in the Association, or of the Common Areas or other amenities of the Association.

6.3. ENTERING MEMBERSHIP FEE. Within ten (10) days of when a Person becomes an Owner, said Owner shall pay the Association an entering membership fee of \$100.00 for each Lot owned. If there is more than one Owner per Lot, the \$100.00 fee may be apportioned however the Owners desire. However, each Owner is jointly and severally liable for the entering membership fee which may be due.

6.4. ANNUAL ASSESSMENT. The Annual Assessment shall be based upon the annual budget prepared and adopted by the Board and shall be the same for each Lot. The budget shall be in such amount as in the Board's discretion shall be reasonable and necessary to meet the annual costs and expenses and to accumulate reasonable reserve for anticipated future debt service, operating expenses and capital expenditures of the Association. The method of payment shall be determined by the Board from time to time. At least thirty (30) days prior to the adoption of the annual budget by the Board, the Owners shall receive a copy of the proposed annual budget.

6.5. SPECIAL ASSESSMENT. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment for the purpose of defraying in whole or in part, the cost of any expense not anticipated by the annual budget. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. However, such special assessment may not be levied without approval of two-thirds (2/3) of the Owners present, in person or by proxy, at a meeting called for that purpose in accordance with Section 6.7. All special assessments shall be charged against each Lot equally.

6.6. INDIVIDUAL ASSESSMENT. In the event that the need for maintenance or repairs of the Common Areas is caused through the willful or negligent act of an Owner, Owner's family, Owner's guests or invitees or in the event that an Owner of any Lot shall fail or refuse to maintain such Lot, or repair or replace the Improvements located thereon in a manner satisfactory to the Board, or to the Architectural Control Committee, then, the Association, after approval by vote of two-thirds (2/3) of all members of the Board, shall give such written notice of the Association's intent to provide the required maintenance, repair or replacement, at such Owner's sole cost and expense. The Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such work cannot be accomplished within said

fifteen day period, to commence said maintenance, repair or replacement. If such Owner fails or refuses to discharge properly said obligations as outlined above, the Association shall have the right, through its duly authorized agents or employees to enter at reasonable hours of any day, upon said Lot to perform such work. The Association may levy an individual assessment upon any Lot and the Owners thereof, except as provided in Section 6.8, to cover the cost and expense incurred by the Association in fulfilling the provisions of this section.

6.7. NOTICE OF BOARD MEETINGS CONCERNING ASSESSMENTS. Each Owner shall receive written notice mailed or delivered no less than ten (10) and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of a special assessment.

6.8. EXEMPTION FROM ASSESSMENT AND MEMBERSHIP FEE. The following Property and its Owners shall be exempt from all entering membership fees, assessments, charges and liens created herein:

- a. All Property to the extent of any easement or other interest therein dedicated and accepted by any public authority and devoted to public use;
- b. Common Areas;
- c. Lot 501;
- d. Any vacant land, the Future Common Areas or Lots owned by a Class "B" Member unless the same is occupied as a residence. Such real estate as is exempt under the preceding sentence when the Class "B" membership ceases shall continue to be exempt until there are no Lots owned by the Developer or a Builder. Any such exempt land or Lots shall be maintained at the sole expense of its Owner.

6.9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days may incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any Member who has not paid within the ten (10) days following the due date. If the assessment or assessment installment is not paid within thirty (30) days, interest shall begin to accrue on the 31st day following the due date at two points over prime as published in the Wall Street Journal on the first business day on or after said 31st day. Further, the Association may declare the entire balance of such assessment for the remainder of such annual period due and payable in full, and the lien created by non-payment shall include

the amount due, late charge, interest on the principal, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, pursue any and all remedies it may have at law or in equity, including a suit to collect the amounts due, a Forcible Entry and Detainer Action and/or other actions at law or in equity. Each Owner, by acceptance of a deed or other conveyance to a Lot, vests in the Association or its agents the right and power to bring all actions against such Owner or Owners personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same.

6.10. SUBORDINATION OF LIEN. The lien provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.11. ESTOPPEL CERTIFICATES. The Association shall, upon request of a Member, at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the Association, setting forth the amount of unpaid assessments and/or other charges, if any, against said Member's Lot, up to a given date or time of conveyance. Also, said estoppel certificate will certify as to whether there are violations of the Governing Documents on the Lot as of the date of preparation of the certificate. Said certificate shall be delivered to the place of closing, and all outstanding assessments and other charges, if any, and a reasonable charge, as determined by the Board, to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

ARTICLE VII EASEMENTS

7.1. UTILITY EASEMENTS. There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all

utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to fix and maintain wires, circuits and conduits on, in and under the Property providing such company restores disturbed areas to the condition in which they were found.

7.2. CONSTRUCTION EASEMENTS AND RIGHTS. Notwithstanding any provision of this Declaration to the contrary, so long as the Developer or participating builders are engaged in developing or improving any portion of the Property, such Persons shall have an easement of ingress, egress and use over any part of the Property not occupied by an Owner for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) sales activities. Such easement shall be subject to such rules as may be established by the Board to maintain reasonable standards of safety, cleanliness and general appearance of the properties.

7.3. EASEMENT TO INSPECT. There is hereby created an easement in favor of the Association and Developer for ingress and egress on any Lot to inspect such property for alleged violations of the Governing Documents; provided, however, that the purpose of such inspection is to determine compliance with architectural standards and/or approved plans for Improvements or written requests for alterations, or such inspection is made pursuant to a formal written complaint determined to merit investigation by a majority of the Board.

7.4. EASEMENT TO CORRECT VIOLATIONS. The Association shall be granted an easement to enter upon a Lot to remedy or correct a violation of the Governing Documents pursuant to Section 6.6.

7.5. EASEMENT FOR LANDSCAPING AND RELATED PURPOSES. There shall be and is hereby reserved to the Developer for as long as it owns any Lots for development purposes, a non-exclusive easement over all Lots and Common Areas (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs and street lights, which easement shall include the right to landscape and otherwise maintain Common Areas.

7.6. PLATTED EASEMENTS. Each Lot now or hereafter subject to this Declaration shall be subject to all easements shown or set forth in the recorded plat(s) of survey upon which such Lot is shown. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future and utility service lines to, from or for each of the individual subdivision Lots. Within these easements, no structure,

planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by Owner, except for those improvements for which a public authority or utility company is responsible. Within ten (10) days of prior written notice to Owner, the Association may enter upon the property for the purpose of removing obstructions in such easements upon Owner's failure to do so.

7.7. LAKE MAINTENANCE EASEMENT. The Association will own both detention ponds when they become Common Areas. However, that part of the shoreline of the northern most detention pond which does not abut Lots or Future Common Areas is not part of the Property. However, in order to be able to help maintain the northern most detention pond, the Developer has granted the Association an easement of ten (10) feet along that part of the shoreline which is not within the Property, as well as an easement along the stream leading into the northern most detention pond which also is not within the Property. This Lake Maintenance Easement is shown and described on the annexed Exhibit E. Thus, the Association will have access for the purposes of maintenance to the entire shoreline of the northern most detention pond, as well as to that portion of the stream south of Toronto Road that leads into it.

ARTICLE VIII ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

8.1. LAND USE. The Property committed to this Declaration as described in Article II shall be used for residential purposes only, and no trade or business of any kind may be carried on therein.

8.2. SUBDIVISION OF LOTS. By or with the written consent of the Board, one or more Lots as shown on the Subdivision plat or parts thereof, may be subdivided or combined to form one single building Lot, provided however, in such event, the resulting Lots shall not be smaller in total than either of the original Lots prior to such subdivision.

8.3. ARCHITECTURAL STANDARDS. The following Architectural Standards in this Section 8.3 shall be administered solely by the Developer pursuant to a committee consisting of two (2) individuals appointed by the Developer. This committee shall be known as the Architectural Control Committee; it is not a committee of the Association and shall be governed solely by the Developer. The Architectural Control Committee shall have sole control of the Architectural Standards until such time that it has sold the last Lot or voluntarily relinquishes its authority to the Association. At such time that the Developer no longer controls and administers

the Architectural Standards, the responsibility for controlling and administering the Architectural Standards shall be the Board's.

For any violation of the Architectural Standards the Developer may pursue any remedy available to it at law or in equity without resort to the procedures set forth in Article X, or it may report any such violation to the Association which may pursue any remedy it might have pursuant to Article X. If the Board is in control of the Architectural Standards, it may pursue any remedy it might have pursuant to Article X for any violation of the Architectural Standards.

8.3.A. SUBMISSION OF PLANS FOR IMPROVEMENTS. Prior to any Improvement being constructed on any Lot, the owner thereof shall cause the following to be submitted to the Architectural Control Committee for approval:

The Owner shall cause two (2) sets of the actual plans, drawn to scale, and specifications to be submitted to the Architectural Control Committee, which plans and specifications shall include the floor plan, foundation and the final grade and elevation plans, materials, landscaping plan, the locations of any fences or screenings, and distances from easements and Lot lines. The elevation of the top of the foundation and the final grade will be established by the Developer.

The Lot Owner agrees that he/she will not obtain a building permit until the Architectural Control Committee shall approve or disapprove in writing any plan submitted to it or any member of the committee within thirty (30) calendar days of the actual submission of the plan. In the event the committee fails to approve or disapprove said plan within thirty (30) days of the date submitted, said plan shall be deemed approved.

8.3.B. SUBMISSION OF WRITTEN REQUESTS FOR ALTERATIONS. No alterations, repairs, excavations, fences, awnings, patio cover, swimming pool, light pole or fixture, landscaping or other work which in any way alters the exterior of any Lot, the Common Areas or the Improvements located thereon shall be commenced, made or done without the Owner submitting a written request therefore and the prior written approval of said request by the Architectural Control Committee. In the event the committee fails to approve or to disapprove such request within thirty (30) days after said request has been submitted to it, such requests shall be deemed approved.

8.3.C. DISCRETIONARY APPROVAL. With respect to the plans and written request submitted pursuant to 8.3.A. and 8.3.B., respectively, the Architectural Control Committee shall have absolute discretion to approve the submitted plans and written request after considering the proposed quality of workmanship and materials, external design, location with respect to topography,

finished grades, easements, Lot lines and the location of sidewalks. The Architectural Control Committee shall, at a minimum, ensure that the following Architectural Standards are met, although compliance with the following does not mean the Architectural Control Committee will exercise its discretion to approve the plans or requests submitted.

8.3.C.1. LOT ELEVATION. The elevation of a Lot shall not be changed as to materially affect the surface elevation or grade of the surrounding Lots. Each set of plans approved by the Architectural Control Committee pursuant to 8.3.C. shall show the height of the foundation above the curb and the final grade as established by the Developer.

8.3.C.2. SETBACK LINES. Minimum setback lines shown on the recorded plat of the Property are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate. The Architectural Control Committee reserves the right to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as the Committee shall deem sufficient. No structure shall be built closer than seven and one-half (7½) feet from any Lot side line.

For the purpose of determining compliance with the foregoing building line requirements, porches, wing walls, eaves and steps extended beyond the outside wall of a structure shall not be considered as a part thereof. However, this provision shall not be construed to authorize or permit encroachment upon any easements or rights-of-ways.

Setback provisions herein prescribed may be altered by the Architectural Control Committee whenever in its sole discretion the topography or configuration of any Lot will so require, as long as said change does not violate the Springfield Zoning Ordinance.

8.3.C.3. MAINTENANCE FREE EXTERIORS. All exterior building materials shall be constructed with maintenance free exterior siding, stone, brick or some other maintenance free material. All front elevations of Improvements shall have a masonry accent unless, in the discretion of the Architectural Control Committee, the architectural design of the Improvement does not warrant such an accent.

8.3.C.4. GARAGES. All Improvements must have attached two (2) or three (3) car garages.

8.3.C.5. LANDSCAPING. All landscaping plans must include two (2) trees with trunks at least two (2) inches in diameter in the front yard -- either existing or to be planted.

8.3.C.6. UNDERGROUND UTILITY LINES. All residential utility service lines (including, without limitation, electricity, telephone, and any and all types of radio and television lines, cables, etc.) to the Lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Developer's sole discretion, deemed necessary.

8.3.C.7. SWIMMING POOLS. Swimming pools shall not be nearer than ten (10) feet to any Lot line and must be located to the rear of the main dwelling.

8.3.C.8. RIPRAPPING ON SHORES. Any Owner of a Lot abutting either of the Lakes must provide for the riprapping of that Lot's shoreline. However, nothing herein shall be construed to require such Owners to otherwise maintain the Lakes or shoreline of the Lake not abutting any Lot, which maintenance shall be the responsibility of the Association. The riprapping of an Owner's shoreline must extend at least one (1) foot below the water and two (2) feet above it. The riprapping shall consist of rocks at least six (6) inches in diameter and shall not consist of broken concrete.

8.3.C.9. NO DOCKS. No docks shall be allowed.

8.3.C.10. NO ENCROACHMENTS. No encroachments of any sort shall be allowed into the Common Areas.

8.3.C.11. DRIVEWAYS. All driveways on a Lot shall be constructed with concrete and shall be no less than twenty (20) feet in width.

8.3.C.12. FENCES. Boundary walls and fences may be erected, hedges grown, but shall not be placed within the area between the street and the setback area, shall not exceed three (3) feet in height in the front yard and in the back and side yards shall not exceed six (6) feet in height.

8.3.C.13. MAILBOXES. Any mail boxes not attached to the main dwelling structure shall be of a type consistent with the character of Lake Pointe Subdivision and shall be placed and maintained to complement the houses in the neighborhood.

8.3.C.14. STORAGE SHEDS. One storage shed per Lot shall be allowed provided it is approved by the Architectural Control Committee and meets the following standards. Storage sheds shall be of wood construction, erected on a concrete slab and shall not exceed one hundred forty-four (144) square feet of floor space nor shall the highest point be eight (8) feet higher than grade. The exterior building materials shall be maintenance free siding, brick, stone or other maintenance free material. The roof shall be

shingled. All storage sheds shall be in the back yard and shall be screened from view from the street and all neighbors with either a six (6) foot fence or plantings.

8.3.C.15. NO STORAGE TANKS. Neither above ground nor below ground tanks will be permitted for the storage of fuel or water or any other substance with the exception of propane gas tanks used to heat any approved swimming pools, which tanks shall be screened from view.

8.4. RESUBMISSION ALLOWED. Any plans or written requests made pursuant to 8.3.A. and 8.3.B. respectively which are not approved by the Architectural Control Committee may be resubmitted for approval with or without changes.

8.5. BOATS. No motorized boats shall be allowed on the Common Areas.

8.6. NO ANTENNAS OR DISHES. No outdoor television antenna or other outside device to receive television or radio signals, e.g. satellite dishes, shall be allowed.

8.7. GARBAGE. Incinerators for garbage, trash or any other refuse shall not be used nor permitted to be erected or placed on a Lot. Any and all garbage cans shall be walled in to conceal same from the view of neighboring Lots, roads, streets or open areas.

8.8. LIMITED STORAGE. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction of the improvement in which same is to be used. Further, no boats, vehicles, trailers and campers of any type shall be stored outside.

8.9. NO EXCAVATION. No Owner shall excavate or extract earth from any of the Lots for any business or other commercial purpose. Nor shall any coal, mineral, oil or other matter be extracted from the Property.

8.10. CLOTHESLINES. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc. shall be stored out of sight when not in use.

8.11. LIMITED SIGNAGE. No sign or advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any Lot or Improvement except for the purposes of real estate sales or that which the Developer provides at any location within the subdivision.

8.12. TEMPORARY BUILDINGS. Temporary buildings shall only be permitted during the construction period of Improvements or as a temporary real estate sales office of the Developer for the sale of Lots. No garage, outbuilding or other appurtenant structure shall be used for residential purposes, either temporarily or permanently, except as a real estate sales office by Developer for the sale of Lots.

8.13. CONSTRUCTION SCHEDULE. Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.

8.14. NO LIQUOR SALES. No spirituous, vinous or malt liquors shall be sold or kept for sale on Property.

8.15. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other generally recognized household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes. Such domestic pets shall not be permitted to cause or create a nuisance, disturbance or unreasonable amount of noise which may affect any Owner. Notwithstanding any other provision, the Board may adopt binding rules and regulations from time to time pertaining to the keeping of any and all pets upon the Property (including the inside of a residential building) when the Board determines such action to be in the best interest, well being and enjoyment of any or all of the Owners.

8.16. NO NUISANCE. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof, or annoy any occupant of the neighboring property.

8.17. DUTY TO CLEAN MUD. Soil, mud and landscape waste carried from the Lot onto other Lots, the Common Areas or rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary, at the expense of the Lot Owner.

8.18. SIDEWALKS. After the construction of the sidewalk in front of a Lot and acceptance by the City Engineer or his representative, the Lot Owner shall be responsible for replacing at his own expense, any and all cracked sections of said sidewalk adjacent to his Lot.

8.19. RULES. From time to time the Board shall adopt additional rules and amend existing rules, including but not limited to rules to regulate potential problems relating to the use of the Properties and the well-being of the residents, tenants, guests, and invitees. However, any such rules may be amended or voided by a two-thirds vote of the Members present at a meeting in

person or by proxy, following a hearing for which due notice has been provided to all Lot Owners of record. Any such rules and any subsequent amendments thereto shall be furnished in writing to all Lot Owners of record prior to the effective date of such rules and shall be binding on each Lot Owner and all actual residents and their guests. Copies of such rules may also be filed for record with these covenants and when filed, shall become a part hereof.

ARTICLE IX INSURANCE AND INDEMNIFICATION

9.1. COMMON AREA INSURANCE. The Board shall have the authority to and shall obtain insurance for the Common Areas and all improvements situated thereon, and for any other real or personal property of the Association against loss or damage by fire and such other hazards as the Board may deem desirable to insure against, for the full insurable replacement cost of said Common Areas, improvements situated thereon and other real and personal property of the Association. The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death to persons, and property damage, in such limits as the Board shall deem desirable, insuring the Association, its Directors, officers, committee members, employees, and agents from liability in connection with the business of the Association, the Common Areas, improvements located thereon, and other real and personal property of the Association, and insuring the Directors, officers and committee members of the Association from liability for good faith acts or omissions beyond the scope of their respective authorities. Such insurance coverage shall include cross-liability claims of one (1) or more insured parties against other insured parties. Premiums for all such insurance shall be a common expense of the Association.

9.2. INDEMNIFICATION.

9.2.1. The Association shall indemnify any person who serves the Association without compensation, who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was a Director or Officer of the Association, or is, or was, serving at the request of the Association without compensation ("Other Person") against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not for Profit Corporation Act ("Act") and any other applicable law, as may from time to time be in effect. Neither

payment of indemnification nor reimbursement of expenses shall be deemed compensation.

9.2.2. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director, Officer or Other Person entitled to indemnification may have. The foregoing provisions of this Article shall be deemed to be a contract between the Association and each Director, Officer and Other Person who serves in such capacity at any time while this Article and the relevant portions of the Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any right or obligations of indemnification then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts which existed at the time of any repeal or modification of the relevant portions of the Act.

9.2.3. Expenses actually and reasonably incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Director, Officer or Other Person to repay such amount, if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

9.2.4. Any right of indemnification shall continue as to a person who has ceased to be such a Director, Officer or Other Person of the Association and shall inure to the benefit of the heirs and personal representatives of such person.

9.2.5. Any employee may be indemnified by the Association pursuant to action of the Board.

9.2.6. INSURANCE. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or who is or was serving at the request of the Association as a Director, Officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE X
ENFORCEMENT AUTHORITY AND PROCEDURE

10.1. AUTHORITY. The Board shall be authorized and empowered to:

- (a) Subject to Section 8.19, make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the Property;
- (b) Impose reasonable fines, which shall constitute a lien upon the Lot of a Member, and/or suspend such Member's right to use the Common Areas and the right to vote, for not more than thirty (30) days, or such time as a violation may continue and sixty (60) days thereafter for violation of the Governing Documents or any rules and regulations which have been duly adopted by the Association;
- (c) Begin any action in court on behalf of the Association and all Owners to abate any nuisance, pursue any remedy available to the Association pursuant to the Governing Documents or at law or in equity, to enforce said restrictive covenants, or otherwise to protect the values and integrity of the community.

10.2. PROCEDURE. The Board shall not impose a fine, suspend voting, begin court action or infringe upon any other rights of a member or other occupant for violation of rules or Governing Documents unless and until the following procedure is followed.

10.2.A. NOTICE. Written notice shall be served upon the alleged violator specifying:

- (i) The alleged violation which must have occurred within sixty (60) days from the date of said written notice;
- (ii) The action required to abate the violation if continuing;
- (iii) A time period of not less than ten (10) days to abate a continuing violation.
- (iv) The time and place of the hearing, if any, which time shall be not less than ten (10) days from the giving of the notice;
- (v) An invitation to attend the hearing, if one is to be held, and produce any statement, evidence and witnesses on his or her behalf; and

(vi) And, only if a hearing is to be held, the proposed sanction to be imposed.

10.2.B. HEARING. The hearing pursuant to 10.2.A. shall be held in executive session of the Board pursuant to said notice affording the Owner a reasonable opportunity to be heard. Prior to the imposition of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery by the officer, director or Owner who delivered such notice is placed in the minutes. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. No sanction may be imposed without compliance with the notice and hearing requirements set forth herein.

10.3. EXCEPTION. Notwithstanding anything to the contrary stated herein, all remedies and rights available to the Association and/or the Board pursuant to Article VI and Section 7.4 shall not be subject to or in any way affected by this Article X. Likewise, notwithstanding anything to the contrary stated herein, all remedies and rights available to the Developer pursuant to Section 8.3 shall not be subject to or in any way affected by this Article X.

ARTICLE XI GENERAL PROVISIONS

11.1. ARTICLES AND BYLAWS OF ASSOCIATION. The Articles of Incorporation and Bylaws of the Association have been annexed hereto as Exhibits C and D, respectively, and by this reference are incorporated herein and made a part hereto.

11.2. SEVERABILITY. If any provision of this Declaration or the application of such provisions to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances, other than those as to which it is held invalid, shall not be affected.

11.3. NO VIOLATION OF LAW. Nothing herein shall be construed to approve or permit anything prohibited by law, whether local, state or federal. Further, each Owner shall observe all governmental codes, health regulations, zoning restrictions and other regulations applicable to the Property. In the event there is a conflict between any applicable law or regulation and any provision of this Declaration, the more restrictive shall apply, except where such a provision of this Declaration is or becomes a violation of law or regulation or becomes prohibited thereby.

11.4. **TITLE-HOLDING TRUST.** In the event title to any Lot is conveyed to a title-holding trust, under the terms of which trust the powers of management, operation and control of said Lot remain vested in the trust beneficiary or beneficiaries thereunder, the beneficiaries shall be deemed the Owner or Owners of said Lot and subject to all of the terms and provisions of the Governing Documents. No claims shall be made against any such title-holding trustee personally for payment of any entering membership fee, assessment, lien or other charge created by this Declaration or Bylaws, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such entering membership fee, assessment, lien or other charge; provided, however, that the amount of such entering membership fee, assessment, lien or other charge shall continue to be a charge and lien upon each Lot conveyed to said title-holding trust, as well as the joint and several personal obligation of the beneficiaries of said trust at the time such entering membership fee, assessment, lien or other charge became due and payable, notwithstanding any transfers of the beneficial interest of said trust, or any transfers of title to any such Lot.

11.5. **NOTICE OF SALE, LEASE OR MORTGAGE.** In the event an Owner sells, leases or "executes a contract for deed" of the Owner's Lot and/or Improvement, the Owner will be required to give to the Association in writing the name of the purchaser or lessee of the property.

11.6. **CONFLICT.** Should there be a conflict between the provisions of the Declaration and the Bylaws, then the provision of the Declaration shall control.

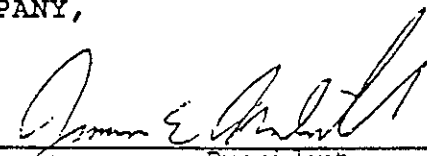
11.7. **AMENDMENTS.** The covenants and restrictions of this Declaration shall run and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed as a Resolution of the City Council of Springfield, Illinois, and recorded in the Office of the Recorder of Deeds. Except as set forth below, this Declaration may be amended by the written approval or vote of two-thirds (%) of all Owners eligible to vote on the effective date of the Amendment, except that amendment of Articles III, V and Sections 6.1, 6.8 and 8.3 shall require the written approval or vote of one hundred percent (100%) of all Owners eligible to vote. Further, Section 5.2 cannot be modified without the approval of the Developer. Further, notwithstanding anything to the contrary stated herein or any amendment hereto, the Homeowner's Association shall maintain and own the storm water retention ponds in perpetuity unless such obligations are expressly terminated by an instrument signed as a Resolution of the City Council of Springfield, Illinois, and recorded in the office of the Recorder of Deeds.

11.8. HEADINGS, GENDER. All section headings contained in this Declaration are for convenience of reference only, do not form a part of this Declaration and shall not affect in any way the meaning or interpretation of this Declaration. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

11.9. ATTORNEYS' FEES. In any litigation between the Association and an Owner or between the Developer and an Owner in which either the Developer or the Association is the prevailing party, the Association or the Developer, as the case may be, shall be entitled to recover from the Owner any and all expenses incurred as a result of said litigation, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned Developer and Association have caused this instrument to be executed this 5th day of July, 1994.

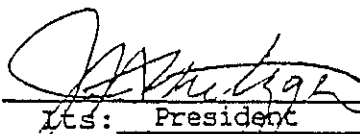
UNIVERSAL GUARANTY LIFE INSURANCE
COMPANY,

BY: 
Its: President

ATTEST:

BY: 
Its: Assistant Secretary

LAKE POINTE SUBDIVISION HOME OWNERS
ASSOCIATION, INC., an Illinois not-
for-profit corporation,

BY: 
Its: President

ATTEST:

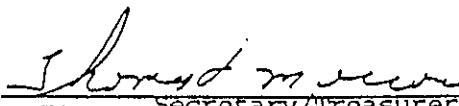
BY: 
Its: Secretary/Treasurer

EXHIBIT A

Legal Description of Subdivision

Part of the East Half of the Northeast Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois. Said Lake Pointe Subdivision described as follows:

Commencing at the Northeast Corner of said Section 34; thence South 89 degrees 07 minutes 20 seconds West on an assumed meridian along the north line of said Section 34 for 140.54 feet to a point on the west Springfield Metro Sanitary District easement line; thence South 00 degrees 04 minutes 55 seconds East along said west easement line for 324.14 feet; thence South 13 degrees 51 minutes 27 seconds East along said west easement line for 163.79 feet; thence South 00 degrees 04 minutes 55 seconds East along said west easement line for 881.70 feet; thence South 89 degrees 55 minutes 04 seconds West along said west easement line for 50.00 feet; thence South 00 degrees 04 minutes 55 seconds East along said west easement line for 64.70 feet; thence South 89 degrees 55 minutes 04 seconds West for 3.75 feet to the point of beginning, said point of beginning being on the Springfield Metro Sanitary District west easement line; thence continuing along said west easement line for 16.25 feet; thence South 00 degrees 04 minutes 55 seconds East along said west easement line for 68.00 feet; thence North 89 degrees 55 minutes 04 seconds East for 80.00 feet to the west right of way line of the Illinois Central Railroad; thence South 00 degrees 04 minutes 55 seconds East along said west right of way line for 313.93 feet; thence North 89 degrees 55 minutes 04 seconds East along said west right of way line for 20.00 feet; thence South 00 degrees 04 minutes 55 seconds East along said west right of way line for 850.00 feet; thence South 89 degrees 55 minutes 04 seconds West along said west right of way line for 34.00 feet, thence South 00 degrees 04 minutes 55 seconds East along said west right of way line for 2646.39 feet to the South line of said Section 34; thence South 88 degrees 59 minutes 47 seconds West along said south line for 539.60 feet to a point on the east right of way line of North Cotton Hill Road (formerly Illinois Highway 126), said point being 30.00 feet radially distant northeasterly from the centerline of North Cotton Hill Road; thence northwesterly 139.10 feet along a curve to the left having a radius of 488.37 feet and being concentric with the said centerline of North Cotton Hill Road, the chord of said curve bears North 58 degrees 21 minutes 08 seconds West, 138.63 feet; thence North 66 degrees 30 minutes 42 seconds West along said east right of way line for 237.38 feet; thence northwesterly 489.59 feet along a curve to the right having a radius of 428.37 feet and being concentric with the said centerline of North Cotton Hill Road, the chord of said curve bears North 33 degrees 46 minutes 11 seconds West, 463.37 feet; thence North 01 degrees 01 minutes 39 seconds West along said east right of way line for 2101.91 feet; thence North 00 degrees 24 minutes 59 seconds West along said east right of way line for 0.16 feet; thence North 88 degrees 58 minutes 21 seconds East for 20.00 feet; thence North 00 degrees 24 minutes 59 seconds West along said east right of way line 1827.25 feet; thence North 02 degrees 26 minutes 45 seconds East along said east right of way line for 200.25 feet; thence North 00 degrees 24 minutes 59 seconds West along said east right of way line for 101.09 feet; thence South 84 degrees 11 minutes 54 seconds East for 292.83 feet; thence North 08 degrees 21 minutes 56 seconds West for 34.21 feet; thence North 16 degrees 37 minutes 40 seconds West for 120.64 feet; thence North 06 degrees 53 minutes 30 seconds East for 24.62 feet; thence North 32 degrees 06 minutes 49 seconds East for 39.25 feet; thence North 58 degrees 42 minutes 49 seconds East for 50.45 feet; thence North

44 degrees 17 minutes 14 seconds East for 23.31 feet; thence North 05 degrees 43 minutes 32 seconds East for 21.30 feet; thence South 22 degrees 39 minutes 45 seconds East for 52.11 feet; thence South 10 degrees 12 minutes 37 seconds West for 127.24 feet; thence South 42 degrees 24 minutes 49 seconds East for 56.54 feet; thence South 20 degrees 34 minutes 53 seconds East for 31.08 feet; thence South 01 degrees 12 minutes 36 seconds East for 92.40 feet; thence South 47 degrees 39 minutes 16 seconds East 88.55 feet; thence South 22 degrees 12 minutes 09 seconds East for 165.95 feet; thence South 17 degrees 13 minutes 16 seconds East for 50.87 feet; thence South 27 degrees 22 minutes 45 seconds East for 46.61 feet; thence South 34 degrees 40 minutes 49 seconds East for 100.53 feet; thence South 42 degrees 52 minutes 44 seconds East for 95.99 feet; thence South 40 degrees 39 minutes 40 seconds East for 116.52 feet; thence South 32 degrees 41 minutes 08 seconds East for 31.24 feet; thence South 40 degrees 29 minutes 03 seconds East for 38.12 feet; thence South 60 degrees 20 minutes 06 seconds East for 20.80 feet; thence South 48 degrees 53 minutes 26 seconds East for 126.34 feet; thence North 48 degrees 12 minutes 38 seconds East for 62.08 feet; thence South 45 degrees 26 minutes 15 seconds East for 211.53 feet to the Point of Beginning, containing 114.23 acres, more or less.

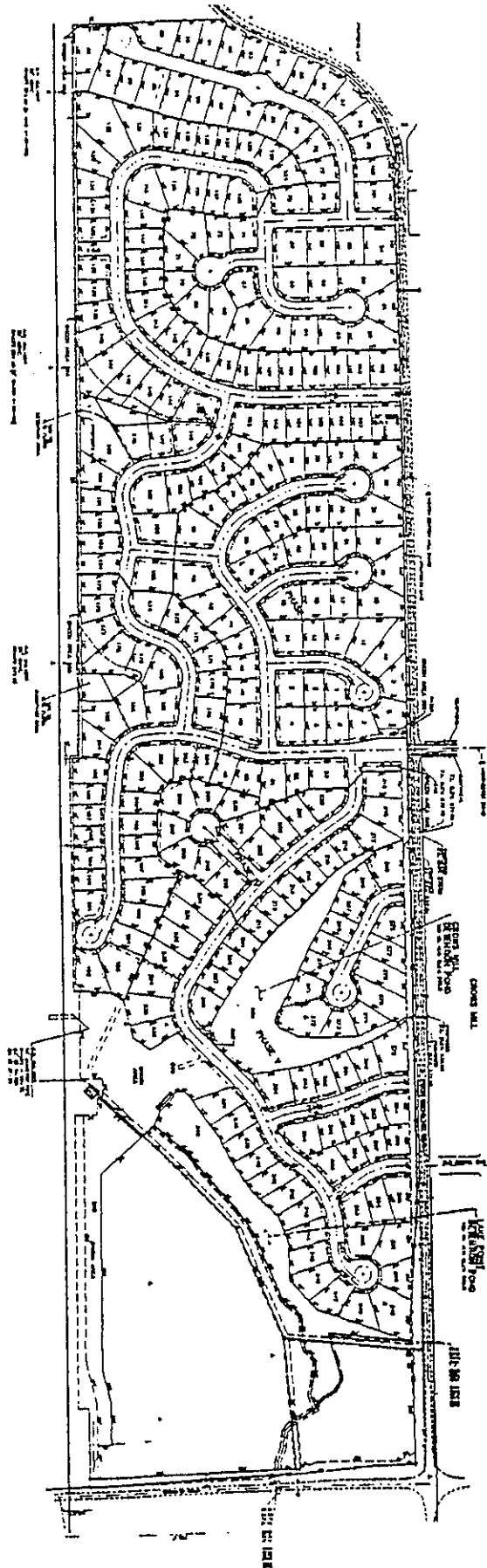
LOT 501

Except for a green area named Lot 501 along the west boundary described as follows: Commencing at the Northeast Corner of said Section 34; thence South 89 degrees 07 minutes 20 seconds West on an assumed meridian along the north line of said Section 34 for 140.54 feet to a point on the west Springfield Metro Sanitary District easement line; thence South 00 degrees 04 minutes 55 seconds East along said west easement line for 324.14 feet; thence South 13 degrees 51 minutes 27 seconds East along said west easement line for 163.79 feet; thence South 00 degrees 04 minutes 55 seconds East along said west easement line for 881.70 feet; thence South 89 degrees 55 minutes 04 seconds West along said west easement line for 50.00 feet; thence South 00 degrees 04 minutes 55 seconds East along said west easement line for 64.70 feet; thence South 89 degrees 55 minutes 04 seconds West for 3.75 feet to the point of beginning, said point of beginning being on the Springfield Metro Sanitary District west easement line; thence continuing along said west easement line for 16.25 feet; thence South 00 degrees 04 minutes 55 seconds East along said west easement line for 68.00 feet; thence North 89 degrees 55 minutes 04 seconds East for 80.00 feet to the west right of way line of the Illinois Central Railroad; thence South 00 degrees 04 minutes 55 seconds East along said west right of way line for 313.93 feet; thence North 89 degrees 55 minutes 04 seconds East along said west right of way line for 20.00 feet; thence South 00 degrees 04 minutes 55 seconds East along said west right of way line for 850.00 feet; thence South 89 degrees 55 minutes 04 seconds West along said west right of way line for 34.00 feet, thence South 00 degrees 04 minutes 55 seconds East along said west right of way line for 2646.39 feet to the South line of said Section 34; thence South 88 degrees 59 minutes 47 seconds West along said south line for 539.60 feet to a point on the east right of way line of North Cotton Hill Road (formerly Illinois Highway 126), said point being 30.00 feet radially distant northeasterly from the centerline of North Cotton Hill Road; thence northwesterly 139.10 feet along a curve to the left having a radius of 488.37 feet and being concentric with the said centerline of North Cotton Hill Road, the chord of said curve bears North 58 degrees 21 minutes 08 seconds West, 138.63 feet; thence North 66 degrees 30

minutes 42 seconds West along said east right of way line for 237.38 feet; thence northwesterly 489.59 feet along a curve to the right having a radius of 428.37 feet and being concentric with the said centerline of North Cotton Hill Road, the chord of said curve bears North 33 degrees 46 minutes 11 seconds West, 463.37 feet; thence North 01 degrees 01 minutes 39 seconds West along said east right of way line for 2061.68 feet to the point of beginning, said point of beginning being an iron pin on the south right of way line of Hoechester Road; thence North 89 degrees 00 minutes 47 seconds East along said south right of way line to an iron pin for 77.82 feet; thence North 82 degrees 00 minutes 16 seconds East along said south right of way line to an iron pin for 22.35 feet; thence South 01 degrees 01 minutes 16 seconds East to an iron pin for 38.16 feet; thence South 88 degrees 58 minutes 21 seconds West to an iron pin on the east right of way line of North Cotton Hill Road; thence North 01 degrees 01 minutes 39 seconds along said east right of way line to the point of beginning, containing 0.08 acres, more or less.

EXHIBIT B

Preliminary Plat Plan



SUBDIVIDER AND OWNER
 CONTACT PERSON: J.C. LUTZ
 1575 SOUTH 10TH STREET
 SPRINGFIELD, ILLINOIS 62703
 (317) 764-4300
 ADDITIONAL CONTACT PERSON:
 R. DEAN COLLINS, P.E.

NOTE:
 THIS IS A PRELIMINARY PLAN -
 NOT TO BE USED FOR RECORD OR
 RECORD OF DEEDS
 TOTAL ACRES: 118.05 ACRES

| | |
|---------------------------------|---------|
| LAKE POINTE SUBDIVISION | |
| PREPARED BY: | 7-12-73 |
| DATE: | 2211 |
| FENDRICH ENGINEERING ASSOCIATES | |

EXHIBIT C

Articles of Incorporation

COPY

**Wherras,**

ARTICLES OF INCORPORATION OF

LAKE POINTE SUBDIVISION HOME OWNER'S ASSOCIATION, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
JANUARY 1, A.D. 1987.

*Now Therefore, I, George H. Ryan, Secretary of State of the
State of Illinois, by virtue of the powers vested in me by law, do
hereby issue this certificate and attach hereto a copy of the
Application of the aforesaid corporation.*

In Testimony Whereof, *I hereto set my hand and cause to
be affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 5TH
day of MAY A.D. 1994 and
of the Independence of the United States
the two hundred and 18TH.*

George H. Ryan

SECRETARY OF STATE

ARTICLES OF INCORPORATION

(Do Not Write in This Space)

SUBMIT IN DUPLICATE

Payment must be made by Certified Check, Cashier's Check, Illinois Attorney's Check, Illinois C.P.A.'s Check or Money Order, payable to "Secretary of State."
DO NOT SEND CASH!

Date 5-4-94

Filing Fee \$50

Approved [Signature]

By: GEORGE H. RYAN, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: Lake Pointe Subdivision Home Owner's Association, Inc.

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent Joseph H. Metzger
First Name Middle Name Last Name
Registered Office 5250 South Sixth Street Road
Number Street (Do Not Use P.O. Box)
Springfield IL 62703 Sangamon
City Zip Code County

Article 3. The first Board of Directors shall be 3 in number, their names and residential addresses being as follows:
(Not less than three)

| Director's Names | Number | Street | Address City | State |
|--------------------|--------|------------------|-----------------|-------|
| James E. Melville | 2957 | Batterssea Point | Springfield, IL | |
| Thomas Fred Morrow | 32 | W. Fairview | Springfield, IL | |
| Joseph H. Metzger | 112 | Country Place | Springfield, IL | |
| | | | | |
| | | | | |

Article 4. The purposes for which the corporation is organized are: To provide for the preservation of the uses and amenities of Lake Pointe Subdivision by maintaining, administering and enforcing covenants and restrictions of Lake Pointe Subdivision and the rules of the corporation, including, without limitation, the collecting and disbursing of assessments created by covenants and restrictions and the administration of the property owned by the corporation.

Is this corporation a Condominium Association as established under the Condominium Property Act?
☐ Yes ☒ No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?
☐ Yes ☒ No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? ☒ Yes ☐ No

Article 5. Other provisions (please use separate page):

EXHIBIT D

Bylaws

BYLAWS
OF
LAKE POINTE SUBDIVISION HOME
OWNERS ASSOCIATION, INC.

ARTICLE I
Introduction

These Bylaws are for the Association, which is a not-for-profit corporation, that has been incorporated to administer a home owner's association for the first five (5) phases of or additions to Lake Pointe Subdivision and for other purposes described in the Governing Documents. These Bylaws are Exhibit D to the Declaration. The primary purpose of the Declaration is to describe the covenants and restrictions that apply to the Property and explain how the Association is going to enforce the covenants and restrictions and administer their application to the Members of the Association. In contrast, the Bylaws are more concerned with those rules that govern the internal workings of the Association. Both documents address the fundamental areas of membership and voting. To the extent there is a conflict between the two documents, then the Declaration shall control.

It is important to note that not all of the legal obligations, rights and relationships applicable to the Association, its Board and its Members are set forth in the Governing Documents.

ARTICLE II
Definitions

The following words, when used in these Bylaws or any amendment hereto, unless the context otherwise requires, shall have the definitions that follow:

- 2.1. "Articles of Incorporation" shall mean the Articles of Incorporation for the Association, which is annexed to the Declaration as Exhibit C.
- 2.2. "Association" or "Home Owners Association" shall mean and refer to Lake Pointe Subdivision Home Owners Association, Inc., an Illinois not-for-profit corporation, having its principal place of business in Springfield, Illinois, and its successors and assigns.
- 2.3. "Board" shall mean and refer to the Board of Directors of the Association.
- 2.4. "Common Areas" and "Future Common Areas". "Future Common Areas" shall mean those areas of the Property within Lake Pointe Subdivision, except for Lot 501, which will be deeded from the Developer to the Association and which are shown on the annexed Exhibit B as green areas or detention ponds, whose

boundaries are subject to change until they become a part of a plat of the City of Springfield. These areas, once they are deeded to the Association by the Developer, are to be for the common use and enjoyment of all owners subject to the covenants herein. Lake Pointe Subdivision will be platted for development in six (6) phases or additions. The sixth (6th) phase or addition, which has already been platted, is not a part of the Association. The phases or additions numbered one through five (1-5), which are shown on Exhibit B, will be developed and platted for single family development. Once a phase within the Association is platted, the Developer shall deed all platted green areas, with the exception of Lot 501, and detention ponds to the Association, at which time they shall become the "Common Areas" of the Association.

- 2.5. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Lake Pointe Subdivision, and as it may be amended from time to time, and which is applicable to the Property and as it is recorded in the Office of the Recorder of Deeds for Sangamon County, Illinois.
- 2.6. "Developer" shall mean Universal Guaranty Life Insurance Company and its successors and assignees.
- 2.7. "Governing Documents" shall mean the Declaration, the Articles of Incorporation, these Bylaws and all amendments thereto.
- 2.8. "Improvement" shall mean and refer to a series of rooms within a building situated upon a Lot, which rooms are designated, arranged, used and intended for exclusive use as living quarters for one family.
- 2.9. "Lot" shall mean and refer to any plot of land which is a part of the Property and which is to be used for a single family residential purpose and is so designated on any subdivision plat or survey of the Lake Pointe Subdivision which shall be of public record or on Exhibit B.
- 2.10. "Member" shall mean and refer to every Owner who by such designation shall be a Member of the Association.
- 2.11. "Owner" shall mean and refer to every Person who is the record Owner of a fee or undivided fee interest in any Lot, excluding, however, those Persons having such interest merely as a security interest for the performance of an obligation.
- 2.12. "Person" shall mean a natural person, corporation, trust, partnership, estate, unincorporated association or any other entity capable of owning an interest in real estate and their successors and assigns.

2.13. "Property" shall mean any portion of the real estate legally described on Exhibit A annexed to the Declaration, which is part of a development commonly known as Lake Pointe Subdivision.

ARTICLE III Offices

The Association shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office and may have other offices within or without the state.

ARTICLE IV Membership And Voting Rights In The Association

4.1. OWNER/MEMBERSHIP. An Owner is any Person who is the record Owner of a fee or undivided fee interest in any Lot, excluding, however, those Persons having such interest merely as a security interest for the performance of an obligation. There may be more than one Owner per Lot. (For example it is expected that many Lots will be owned by a husband and wife, in which case, both would be Owners.) Every Owner is a Member of the Association. Being an Owner of a Lot is the sole qualification for membership in the Association and an Owner of a Lot can not assign his membership in the Association to any other Person. The giving of a security interest shall not terminate a Person's membership in the Association, and as previously stated, the holder of a security interest in the Lot is not an Owner/Member.

4.2. RIGHT TO HOLD OFFICE/ONE VOTE PER LOT. Any Member may hold office in the Association, but there shall only be one vote per Lot. Thus in those situations where there is more than one Owner per Lot, the vote for such a Lot shall be exercised as those Owners themselves determine and advise in writing to the Secretary prior to any Association meeting. In the absence of such written designation, such Lot's vote shall be suspended in the event that more than one Owner seeks to exercise it. Such Lot's vote shall also be suspended in the event that prior to the meeting the Secretary has received in writing conflicting designations as to which Owner is to exercise such Lot's vote. If an Owner owns more than one Lot, said Owner shall have one vote for each Lot owned.

4.3. RESTRICTIONS ON VOTING--LIMITED IN DURATION/MEMBERSHIP CLASSIFICATIONS / MEMBERSHIP MEETINGS.

4.3.A. MEMBERSHIP CLASSIFICATIONS. For a limited time, as set forth below, there shall be two membership classifications in the Association. Class A Members shall be all Owners except for the Developer, or any successor of Developer who takes title for the purpose of development and sale of the Lots, or any Person

holding one or more Lots for the purpose of development and sale. Class B members shall be all Owners who are not Class A members. Class B membership shall cease and become converted to Class A membership on the happening of the earliest of the following events to occur:

- i. When 75% of the Lots or more have been sold to Class A members; or
- ii. Three years after the date the Declaration is filed with the Recorder of Deeds Office; or
- iii. At such time as Developer voluntarily surrenders its Class B membership rights.

4.3.B. RESTRICTIONS ON VOTING--LIMITED DURATION / MEMBERSHIP MEETINGS. There shall be no membership meetings and the Class A members shall have no right to vote on any matter and the Association shall be governed solely by the Board named in the Articles of Incorporation, or their successors, until the Class B membership shall cease, at which time a membership meeting shall be held in accordance with the Governing Documents and applicable law. Each annual meeting of the members of the Association following such initial annual membership meeting shall be held at the time and place specified in the Bylaws. At the annual membership meetings, the Members shall elect the Board and conduct such other businesses as may be allowed in the Governing Documents. Further, once the initial membership meeting has been held, the Members may hold such meetings for such purposes as are allowed in the Bylaws.

4.3.C. NUMBER OF VOTES. The aggregate number of votes at the time this Declaration is initially recorded is 278 as reflected on Exhibit B, which shows 278 Lots. When each of the five (5) phases of Lake Pointe Subdivision that are within the Association are made a plat of the City of Springfield, to the extent that the number of Lots on the recorded plat for that phase differs from the number of Lots set forth for that phase on Exhibit B, the number of Lots according to the recorded plat for that phase shall control for determining the aggregate number of votes for the Association.

4.4. NO MEMBERSHIP CERTIFICATES. No membership certificates of the Association shall be required.

4.5. ELECTION OF DIRECTORS. At the initial annual membership meeting and each annual meeting of the Members thereafter, every Member entitled to vote to elect Directors shall have the right to cumulate his or her vote and to give one candidate a number of votes equal to his or her votes multiplied by the number of Directors to be elected, or to distribute such votes on the same principle among as many candidates as he or she thinks fit.

ARTICLE V
Meeting of Members

5.1. **FIRST ANNUAL MEETING.** The original Board of Directors named in the Articles of Incorporation, or their successors and assigns, shall hold the First Annual Meeting within sixty (60) days after the Class B membership ceases to exist. The original Board shall give all Members at least twenty-one (21) days notice of the First Annual Meeting. The purpose of the meeting shall be to elect a Board of Directors and such other business as may come before the meeting.

5.2. **ANNUAL MEETING.** Once the First Annual Meeting has been held, an annual meeting of the Members shall be held on the same day of each year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If such day be a Sunday or a legal holiday, the meeting shall be held on the next succeeding business day.

5.3. **SPECIAL MEETING.** Special meetings of the Members may be called by either the President or any two (2) Members of the Board, or by Members capable of casting one-fourth (1/4th) of the Association's total votes, for the purpose or purposes stated in the call of the meeting.

5.4. **PLACE OF MEETING.** The Board may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Illinois.

5.5. **NOTICE OF MEETINGS.** Written notice stating the place, date, and hour of any meeting of Members shall be delivered to each Member entitled to vote at such meeting not less than five nor more than sixty days before the date of such meeting, or, in the case of a removal of one or more Directors, a merger, consolidation, dissolution or sale, lease or exchange of assets not less than twenty nor more than sixty days before the date of the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

5.6. **INFORMAL ACTION BY MEMBERS.** Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be

signed either (i) by all the Members entitled to vote with respect to the subject matter thereof, or (ii) by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voting. If such consent is signed by less than all of the Members entitled to vote, then such consent shall become effective only (1) if, at least 5 days prior to the effective date of such consent a notice in writing of the proposed action is delivered to all of the Members entitled to vote with respect to the subject matter thereof, and (2) if, after the effective date of such consent, prompt notice in writing of the taking of the corporate action without a meeting is delivered to those Members entitled to vote who have not consented in writing.

5.7. **FIXING OF RECORD DATE.** For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members, or in order to make a determination of Members for any other proper purpose, the Board may fix in advance a date as the record date for any such determination of Members, such date in any case to be no more than sixty (60) days and, for a meeting of Members, not less than five (5) days, or in the case of a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty (20) days before the date of such meeting. If no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the meeting is delivered shall be the record date for such determination of Members. When determination of Members entitled to vote at any meeting of Members has been made, such determination shall apply to any adjournment of the meeting. However, no one can vote unless he or she is still a Member in good standing at the time the votes are to be cast.

5.8. **QUORUM.** The holders of one-fourth (1/4th) of the votes which may be cast at a meeting of the Association, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of Members; provided that, if less than one-fourth of the outstanding votes are represented at said meeting, a majority of the votes represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting shall be the act of the Members, unless the vote of a greater number is required by the General Not For Profit Corporation Act, or the Governing Documents. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

5.9. **PROXIES.** Each Member entitled to vote at a meeting of Members or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by written proxy, but no such proxy shall be

voted or acted upon after eleven (11) months from its date, unless the proxy provides for a longer period.

5.10. INSPECTORS. At any meeting of Members, the chairman of the meeting may, or upon the request of any Member, shall appoint one or more persons as inspectors for such meeting.

Such inspectors shall ascertain and report the number of votes represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the Members.

Each report of an inspector shall be in writing and signed by him or her or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of votes represented at the meeting and the results of the voting shall be prima facie evidence thereof.

5.11. VOTING BY BALLOT. Voting on any question or in any election may be by voice unless the chairman of the meeting shall order or any Member shall demand that voting be by ballot.

ARTICLE VI Board of Directors

6.1. GENERAL POWERS. The affairs of the Association shall be managed by or under the direction of its Board who shall serve without compensation for their services.

6.2. NUMBER, TENURE AND QUALIFICATIONS. The Directors named in the Articles of Incorporation constitute the Association's first Board. The number of the Directors shall be no less than three (3) nor more than eight (8). The number of Directors, including those on the first Board, may be changed from time to time within the minimum or maximum just named, by the Directors without amendment to the Bylaws. However, the number of Directors cannot be changed without one hundred percent (100%) approval of all the Directors. No decrease shall have the effect of shortening the term of an incumbent Director. The first Board shall hold office and shall hold and exercise all of the rights, duties, powers and functions of the Board set forth in the Governing Documents, until the first election of the Board by the Members of the Association at the first annual membership meeting. Thereafter, each Director shall hold office until the next annual meeting of Members and until his or her successors shall have been elected and qualified. Directors need not be residents of Illinois or Members of the Association.

6.3. **REGULAR MEETINGS.** A regular annual meeting of the Board shall be held without other notice than these Bylaws, immediately after, and at the same place as, the annual meeting of Members. The Board may provide, by resolution, the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

6.4. **SPECIAL MEETINGS.** Special meetings of the Board may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

6.5. **NOTICE.** Notice of any special meeting of the Board shall be given at least two (2) days previous thereto by written notice to each Director at his or her address as shown by the records of the Association except that no special meeting of Directors may remove a Director unless written notice of the proposed removal is delivered to all Directors at least twenty (20) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. Notice of any special meeting of the Board may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

6.6. **QUORUM.** A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice.

6.7. **MANNER OF ACTING.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by statute or the Governing Documents. No Director may act by proxy on any matter.

6.8. **VACANCIES.** Any vacancy occurring in the Board or any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board unless the Articles of Incorporation, a statute, or these Bylaws provide that a vacancy or

a directorship so created shall be filled in some other manner, in which case such provision shall control. A Director elected or appointed, as the case may be, to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

6.9. RESIGNATION AND REMOVAL OF DIRECTORS. A Director may resign at any time upon written notice to the Board. A Director may be removed with or without cause, as specified by statute.

6.10. INFORMAL ACTION BY DIRECTORS. The authority of the Board may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all of the Directors entitled to vote.

6.11. COMPENSATION. The Board shall serve without compensation for services to the Association as Director. By resolution of the Board, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board or for their expenses otherwise incurred on behalf of the Association. Such payment or reimbursement of expenses shall not be considered as compensation.

6.12. PRESUMPTION OF ASSENT. A Director of the Association who is present at a meeting of the Board at which action on any Association matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

6.13. MEETINGS AND FINANCES.

6.13.1 Each Member shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget.

6.13.2 The Board shall annually supply to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

6.13.3 Each Member shall receive written notice mailed or delivered no less than ten (10) and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment.

6.14. OPEN MEETING. Meetings of the Board shall be open to any Member, except for the portion of any meeting held:

- A. To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;
- B. To consider information regarding appointment, employment or dismissal of an employee; or
- C. To discuss the violations of rules and regulations of the Association or unpaid assessments or fines owed to the Association.

However, any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

Any Member may record the proceedings at meetings required to be open by these Bylaws by tape, film or other means; the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of meetings shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the persons entitled to notice before the meeting is convened. Copies of notices of meetings of the Board shall be posted at least forty-eight (48) hours prior to the meeting of the Board in a place or places where the Members are most likely to see the notice.

ARTICLE VII Officers

7.1. OFFICERS. The officers of the Association shall be a President, a Vice President, a treasurer, a secretary, and such other officers as may be elected or appointed by the Board. Any two or more offices may be held by the same person, except President and Vice President.

7.2. ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected annually by the Board from the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

7.3. REMOVAL. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

7.4. PRESIDENT. The President shall be the principal executive officer of the Association. Subject to the direction and control of the Board, he or she shall be in charge of the business and affairs of the Association; he or she shall see that the resolutions and directives of the Board are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board; and, in general, he or she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board. He or she shall preside at all meetings of the Members and of the Board. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board or these Bylaws, he or she may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, or any other officer, according to the requirements of the form of the instrument.

7.5. VICE PRESIDENT. The Vice President shall assist the President in the discharge of his or her duties as the President may direct and shall perform such other duties as from time to time may be assigned to him or her by the President or the Board. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

7.6. TREASURER. The treasurer shall be the principal accounting and financial officer of the Association. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the Association; (b) have charge and custody of all funds and securities of the Association, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board.

7.7. SECRETARY. The secretary shall (a) record the minutes of the meetings of the Members and of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, (c) be a custodian of the Association records; (d) keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; and (e) perform

all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

7.8. SALARIES. The officers shall serve without compensation for their services.

ARTICLE VIII

Committees, Commissions and Advisory Boards

8.1. COMMITTEES. The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees each of which will consist of two or more Directors and such other persons as the Board designates, provided that a majority of each committee's membership are Directors. The committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it, him or her by law.

8.2. COMMISSIONS OR ADVISORY BODIES. Commissions or advisory bodies not having and exercising the authority of the Board in the Association may be designated or created by the Board and shall consist of such person as the Board designates. A commission or advisory body may or may not have Directors as Members, as the Board determines. The commission or advisory body may not act on behalf of the Association or bind it to any actions but may make recommendations to the Board or to the officers of the Association.

8.3. TERM OF OFFICE. Each member of a committee, advisory board or commission shall continue as such until the next annual meeting of the Members of the Association and until his or her successor is appointed, unless the committee, advisory board or commission shall be sooner terminated, or unless such Member be removed from such committee, advisory board or commission by the Board, or unless such Member shall cease to qualify as a Member thereof.

8.4. CHAIRMAN. One member of each committee, advisory board or commission shall be appointed chairman.

8.5. VACANCIES. Vacancies in the membership of any committee, advisory board or commission may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.6. QUORUM. Unless otherwise provided in the resolution of the Board designating a committee, advisory board or commission, a majority of the whole committee, advisory board or commission shall

constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee, advisory board or commission.

8.7. RULES. Each committee, advisory board or commission may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

8.8. INFORMAL ACTION. The authority of a committee may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all the Members entitled to vote.

8.9. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee shall be appointed by the Board when the Developer relinquishes its authority to the Association over the Architectural Standards pursuant to Section 8.3 of the Declaration.

ARTICLE IX

Contracts, Checks, Deposits and Funds

9.1. CONTRACTS. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

9.2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the treasurer or another officer of the Association.

9.3. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

9.4. GIFTS. The Board may accept or refuse on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE X
Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his or her agent or attorney for any proper purpose at any reasonable time.

ARTICLE XI
Fiscal Year

The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE XII
Dues/Assessment and Fines

The Members shall pay such dues, assessments and fines as provided for in the Declaration.

ARTICLE XIII
Waiver of Notice

Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or the Governing Documents, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the Person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XIV
Indemnification

14.1. The Association shall indemnify any person who serves the Association without compensation, who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil or criminal; administrative or investigative, by reason of the fact that he or she is or was a Director or Officer of the Association, or is, or was, serving at the request of the Association without compensation ("Other Person") against expenses (including

attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not for Profit Corporation Act ("Act") and any other applicable law, as may from time to time be in effect. Neither payment of indemnification nor reimbursement of expenses shall be deemed compensation.

14.2. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director, Officer or Other Person entitled to indemnification may have. The foregoing provisions of this Article shall be deemed to be a contract between the Association and each Director, Officer and Other Person who serves in such capacity at any time while this Article and the relevant portions of the Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any right or obligations of indemnification then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts which existed at the time of any repeal or modification of the relevant portions of the Act.

14.3. Expenses actually and reasonably incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Director, Officer or Other Person to repay such amount, if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

14.4. Any right of indemnification shall continue as to a person who has ceased to be such a Director, Officer or Other Person of the Association and shall inure to the benefit of the heirs and personal representatives of such person.

14.5. Any employee may be indemnified by the Association pursuant to action of the Board.

14.6. **INSURANCE.** The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or who is or was serving at the request of the Association as a Director, Officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE XV
Amendments

The power to alter, amend, or repeal the Bylaws or adopt new Bylaws shall be vested in the Board unless otherwise provided in the Articles of Incorporation or the Bylaws. However, notwithstanding the preceding sentence to the contrary, nothing in Article IV and this Article XV of the Bylaws may be changed without one hundred percent (100%) approval of the Members of the Association allowed to vote. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The Bylaws may contain any provisions for the regulation and management of the affairs of the Association not inconsistent with law or the Articles of Incorporation.

EXHIBIT E

Detention Pond Easements

Lake Pointe Home Owners Association has an easement which allows it to maintain Lake Pointe Detention Pond. Said easements are described as follows:

LAKE MAINTENANCE EASEMENT IN FAVOR OF LAKE POINTE ASSOCIATION

Subject to Lake Maintenance Easement in favor of Lake Pointe Association along the northeast boundary described as follows: Commencing at the Northeast Corner of said Section 34; thence South 89 degrees 07 minutes 20 seconds West on an assumed meridian along the North line of said Section 34, 921.14 feet; thence South 00 degrees 52 minutes 40 seconds East for 280.81 feet to the point of beginning; thence South 22 degrees 39 minutes 45 seconds East for 52.11 feet; thence South 10 degrees 12 minutes 37 seconds West for 127.24 feet; thence South 42 degrees 24 minutes 49 seconds East for 56.54 feet; thence South 20 degrees 34 minutes 53 seconds East for 31.08 feet; thence South 01 degrees 12 minutes 36 seconds East for 92.40 feet; thence South 47 degrees 39 minutes 16 seconds East for 88.55 feet; thence South 22 degrees 12 minutes 09 seconds East for 165.95 feet; thence South 17 degrees 13 minutes 16 seconds East for 50.87 feet; thence South 27 degrees 22 minutes 45 seconds East for 46.61 feet; thence South 34 degrees 40 minutes 49 seconds East for 100.53 feet; thence South 42 degrees 52 minutes 44 seconds East for 95.99 feet; thence South 40 degrees 39 minutes 40 seconds East for 116.52 feet; thence South 32 degrees 41 minutes 08 seconds East for 31.24 feet; thence South 40 degrees 29 minutes 03 seconds East for 38.12 feet; thence South 60 degrees 20 minutes 06 seconds East for 20.80 feet; thence South 48 degrees 53 minutes 26 seconds East for 126.34 feet; thence 48 degrees 12 minutes 38 seconds East for 10.08 feet; thence North 48 degrees 53 minutes 26 seconds West for 128.58 feet; thence North 60 degrees 20 minutes 06 seconds West for 20.05 feet; thence North 40 degrees 29 minutes 03 seconds West for 35.68 feet; thence North 32 degrees 41 minutes 08 seconds West for 31.26 feet; thence North 40 degrees 39 minutes 40 seconds West for 117.41 feet; thence North 42 degrees 52 minutes 44 seconds West for 95.46 feet; thence North 34 degrees 40 minutes 49 seconds West for 99.18 feet; thence North 27 degrees 22 minutes 45 seconds West for 45.08 feet; thence North 17 degrees 13 minutes 16 seconds West for 50.41 feet; thence North 22 degrees 12 minutes 09 seconds West for 168.65 feet; thence North 47 degrees 39 minutes 16 seconds West for 86.52 feet; thence North 01 degrees 12 minutes 36 seconds West for 89.82 feet; thence North 20 degrees 34 minutes 53 seconds West for 34.71 feet; thence North 42 degrees 24 minutes 49 seconds West for 53.52 feet; thence North 10 degrees 12 minutes 37 seconds East for 125.25 feet; thence North 22 degrees 39 minutes 45 seconds West for 56.51 feet; thence South 59 degrees 05 minutes 19 seconds West for 10.10 feet to the point of beginning, containing 0.28 acres, more or less.

LAKE MAINTENANCE EASEMENT IN FAVOR OF LAKE POINTE ASSOCIATION

Subject to Lake Maintenance Easement in favor of Lake Pointe Association along the northwest boundary described as follows: Commencing at the Northeast Corner of said Section 34; thence South 89 degrees 07 minutes 20 seconds West on an assumed meridian along the North line of said Section 34, 921.14 feet; thence South 00 degrees 52 minutes 40 seconds East for 280.81

feet to the point of beginning; thence North 59 degrees 05 minutes 19 seconds East for 10.10 feet; thence North 22 degrees 39 minutes 45 seconds West for 10.10 feet; thence South 59 degrees 05 minutes 19 seconds West for 16.58 feet; thence South 05 degrees 43 minutes 32 seconds West for 22.83 feet; thence South 44 degrees 17 minutes 14 seconds West for 18.55 feet; thence South 58 degrees 42 minutes 49 seconds West for 51.55 feet; thence South 32 degrees 06 minutes 49 seconds West for 43.85 feet; thence South 06 degrees 53 minutes 30 seconds West for 28.94 feet; thence South 16 degrees 37 minutes 40 seconds East for 122.00 feet; thence South 08 degrees 21 minutes 56 seconds East for 20.65 feet; thence North 84 degrees 11 minutes 54 seconds West for 281.08 feet to a point on the east right of way line of North Cotton Hill Road; thence South 00 degrees 24 minutes 59 seconds East along said east right of way line for 10.06 feet; thence South 84 degrees 11 minutes 54 seconds East for 292.83 feet; thence North 08 degrees 21 minutes 56 seconds West for 34.21 feet; thence North 16 degrees 37 minutes 40 seconds West for 120.64 feet; thence North 06 degrees 53 minutes 30 seconds East for 24.62 feet; thence North 32 degrees 06 minutes 49 seconds East for 39.25 feet; thence North 58 degrees 42 minutes 49 seconds East for 50.45 feet; thence North 44 degrees 17 minutes 14 seconds East for 23.31 feet; thence North 05 degrees 43 minutes 32 seconds East for 21.30 feet to the point of beginning, containing 0.14 acres, more or less.

LAKE MAINTENANCE EASEMENT IN FAVOR OF LAKE POINTE ASSOCIATION

Subject to Lake Maintenance Easement in favor of Lake Pointe Association along the east and west boundary of streambed described as follows: Said Lake Maintenance Easement being a strip of land 10.00 feet in width measured perpendicular from streambed on east and west side along entire length of watercourse commencing at the most northern lake boundary to a point on the south right of way line of Toronto Road.

[illegible]

SECRET
REF ID: A66544

[illegible][illegible][illegible]

OFFICIALS ATTACHED
 FINAL PLAT
 LAKE PONTE - SIXTH ADDITION
 ENGINEER
 FERNICH ENGINEERING ASSOCIATES
 LAND SURVEYOR
 JOHN L. RATHOLDS, JR.
 1999 JUL 27
 2000 JUL 27
 1999 JUL 27
 2000 JUL 27

