

**SANDY POINT  
SUBDIVISION  
COVENANTS AND RESTRICTIONS**

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Prepared By and Return To:

Jeffrey A. Mollet  
**silver lake group** Ltd.  
560 Suppiger Way  
P.O. Box 188  
Highland, IL 62249

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Griffith Development Company, LLC (“Declarant”), an Illinois limited liability company, hereby adopts and establishes these Covenants and Restrictions as applicable to Sandy Point Subdivision (“Subdivision”), located in Bond County, Illinois, as recorded on Plat of Sandy Point Subdivision filed for record in Bond County, Illinois on \_\_\_\_\_, 2010, as Document No. \_\_\_ in Plat Cabinet \_\_\_\_, Slide \_\_\_\_ (“Plat”). Each of the Lots in the Subdivision is subject to the following restrictions and covenants which shall be considered as running with the land.

1. Lots shall be used only for residential purposes and no other. No permanent or temporary residential use of any Lot shall be allowed except when such use is in a residential structure meeting the requirements hereof or as may otherwise be approved by the Declarant, or when formed, the Architectural Control Committee.
2. This provision shall be strictly construed to prohibit commercial activities in or upon any Lot.
3. No residence shall be erected or allowed to remain on any Lot unless the square foot area of the main residence shall equal or exceed twelve hundred (1,200) square feet (except Lot 1 with existing house with no modifications). If the residence is a split-level, 1 ½ or 2 story building, the first floor shall equal or exceed one thousand (1,000) square feet. All of the above square foot restrictions shall be exclusive of screened porches, garages, basements, storage rooms, and carports.
4. Septic systems will be installed according to the specifications of the Bond County Health Department and in accordance with all other applicable laws, rules and regulations.
5. No mobile homes shall be permitted. A mobile home is defined as a structure designed for temporary or permanent habitation and so constructed as to permit its transport on wheels temporarily or permanently attached to its frame from place of its construction to the location or subsequent locations at which it is intended to be permanent habitation and designed to permit the occupancy thereof as a dwelling place for one or more persons. Any structure resting on a permanent foundation, with wheels, tongue, and hitch permanently removed, shall be considered to be an immobilized mobile home and shall not be permitted.
6. No basement home or “Earth Home” shall be permitted.

7. No modular home shall be permitted. A modular home is defined as a factory fabricated, transportable building unit designed to be incorporated at a building site on a permanent foundation into a structure to be used for residential purposes.

8. No Lot may be used for the locating of any trailer or equipment to be used in any manner for commercial or residential purposes.

9. The exterior of any home must be completed within one (1) year from the commencing of construction. No residence may be constructed of what is commonly known as asbestos siding, roll siding, or concrete block. All exterior walls of any dwelling shall be covered by brick, vinyl siding, cedar siding or any other acceptable materials approved by the Declarant, or when formed, the Architectural Control Committee. All types of siding so requiring must be painted or stained prior to occupancy.

10. Outbuildings shall be constructed only at location(s) approved by the Declarant or when formed the Architectural Control Committee. Outbuildings are to be placed so as to cause minimal obstruction of the view of the lake by all homes in The Subdivision.

11. No dogs, cats, poultry, or other animals may be raised, bred, or kept on any Lot, nor shall any outdoor kennel or pen be erected or maintained on any Lot. Dogs, cats, and other common household pets may be kept subject to such rules and regulations as may be adopted by the Architectural Control Committee, so long as they are not kept, bred, or maintained for commercial purposes nor permitted to run free.

12. No livestock is permitted.

13. Fences are allowed but must be approved by the Declarant, or when formed the Architectural Committee. Any fence is to be constructed of wood, decorative vinyl or wrought iron and shall be a minimum of three (3) feet and a maximum of six (6) feet in height. No hedge or chain link fences shall be permitted.

14. All Lot owners shall provide off-street parking for the number of vehicles in use by the residents thereof. No on street parking shall be permitted in excess of twenty four (24) successive hours. No Lot, building, structure or driveway, outside the exterior walls of the buildings on a Lot, shall be used for the purpose of blocking or jacking automobiles or other vehicles or equipment for repair or for repairing any one or more automobiles, vehicles or equipment for any period longer than five (5) days.

15. No above ground swimming pools shall be permitted. Any swimming or other pool, outdoor spa or hot tub must be approved by the Declarant, or when formed the Architectural Control Committee, and be fenced in accordance with all insurance or other applicable legal requirements.

16. Except as may be approved by the Declarant, or when formed the Architectural Control Committee, no living timber may be removed from a Lot except as reasonably necessary to erect an approved dwelling, in-ground swimming pool/spa, walks, driveways, and boat docks.

17. Each Lot owner shall take whatever steps are deemed reasonably necessary by Declarant to prevent erosion during and after construction of any improvements, including but not limited to compliance with any and all ordinances, rules and regulations of any applicable regulatory authorities.

18. All utilities shall be located underground and shall be located on easements as established in the Plat except for Lot 1 that has pre-existing utilities.

19. The grantees, their heirs, representative, assigns, or any of them, shall not have the privilege to subdivide any Lot.

20. Each Lot owner shall submit to the Declarant, or when formed the Architectural Control Committee, for approval each and every building plan and material specifications for any and all buildings and structures in and on any and all Lots. Construction may not commence until written approval by the Declarant, or when formed the Architectural Control Committee, is given.

21. The owner or owners of each private drive or roadway shall keep such drive or roadway well oiled, paved, graveled or otherwise maintained to avoid dusty or muddy conditions in such drive or roadway.

22. No motor vehicles are permitted on any Lot unless such motor vehicles have valid and current license plates. Should any Lot owner desire to store an unlicensed vehicle, then such unlicensed motor vehicle shall be stored in a garage. No commercial vehicles of more than one (1) ton are permitted on any Lot.

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

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

25. Each Lot owner shall be responsible for mowing and landscape maintenance of said Lot owner's Lot up to the property line of such Lot and up to the street such that the Lot will always present a neat and attractive appearance. Vacant Lots shall be mowed at least monthly during the growing season.

26. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish, or garbage and other waste shall be kept in sanitary containers located inside the garage of a dwelling house except on collection days when said sanitary containers may be placed near the Sandy Point Lane trash collection point.

27. No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the Declarant to identify "Sandy Point Subdivision" and/or to advertise the sale of Lots and residences in the Subdivision. House numbers on homes and mailboxes are permitted.

28. These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2019, at which time said Covenants and Restrictions shall be extended for successive periods of 10 years unless by vote the owners of at least 75% of the Lots in the Subdivision agree to change said Covenants and Restrictions in whole or in part.

29. The owner of each Lot is hereby appointed to the Architectural Control Committee, provided that each Lot shall have only one (1) vote on any matter coming before the Architectural Control Committee. The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and in discharging the duties imposed upon them hereunder is hereby granted an easement prior to and during construction of any structure to enter upon any Lot in said the Subdivision and will not be deemed to be trespassers thereby and may enter into contracts and employ agents and/or counsel as they deem necessary in the performance of their duties. It is fully realized by the Declarant, and when formed, the Architectural Control Committee, that wide discretion is given to as to the judgment relating to whether or not a given proposed building, dwelling, outbuilding, structure, plan or alteration fits the architectural theme of the Subdivision. The purpose of this provision is not restrict architectural innovation, not to insure that all buildings or structures are identical, but is intended to give the Declarant, and when formed the Architectural Control Committee, complete and open discretion in approving the design of buildings so that they compliment one another, thereby enhancing and protection the value, attractiveness and desirability of the Subdivision. By contracting to purchase, or by the purchasing of a Lot in the Subdivision, the owner(s) thereof agree(s), unreservedly, to grant to the Declarant, and when informed, the Architectural Control Committee, the power of approval as to architectural design and theme and enforcement of these Convenants and Restrictions, and the Declarant, or when formed the Architectural Control Committee, shall not be subject to action by an owner(s) to set any covenant, restriction or decision aside, the purchase of a Lot in the Subdivision hereafter constituting a waiver of any objection to this restriction. Unless otherwise provided herein, the decision of a majority of votes is binding.

Agreed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

GRIFFITH DEVELOPMENT COMPANY, LLC

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member