

**COVENANTS AND RESTRICTIONS  
Of**

***“Paradise Pointe”***

**A Subdivision of part of the Northwest Quarter (NW 1/4)  
Of Section 15, and part of the Northeast Quarter (NE 1/4)  
Of Section 16, Township 20 North (T20N),  
Range 6 East (R6E) of the  
Fourth Principal Meridian (4<sup>th</sup> PM),  
Whiteside County, Illinois**

As used herein, the term "Developer " shall mean Paradise Ventures, L.L.C.

**ARTICLE I**

**1.1** No Parcel shall be used for other than Residential purposes. No part of any lot shall be used for commercial, manufacturing, mining, or industrial purposes. No part of any lot shall be used for mechanical repair of any vehicles other than the Owner's vehicles. Single-family occupancy shall only occur at each site. No parcel shall be re-subdivided, re-plotted, or divided, other than to resolve boundary issues between adjoining owners. No doublewide or pre-manufactured homes shall be built or imported. Each residence shall be a minimum of 2,000 square feet of living area and homes to be constructed with no existing houses or buildings to be moved in from other sites. No building shall be erected, placed or altered on any premises in said Development until the plans for said structure have been approved in writing as to its conformity and harmony of external design with existing structures within the Development, by the Developer or Association. The Developer or Association must review and approve any and all building blueprint drawings prior to the start of any construction. Any proposed design not meeting or conforming to these Restrictions and Covenants or which, in the developer's reasonable opinion are not in keeping with the character of the development will not receive approval.

Developer reserves grant waivers of any of these Protective Covenants and Restrictions until control is vested in the Property Owners Association created for the purpose of overseeing these articles and maintaining the community property. No structures shall be erected or placed or permitted to remain on any building site other than one (1) residential dwelling not to exceed two (2) stories in height above ground level, a private garage for storage of automobiles owned by the resident, one outbuilding not to exceed fifty feet by forty feet (50' x 40'). Siding materials of all outbuildings shall conform to the house siding. All such accessory and/or outbuildings are to be incidental to residential use of the premises. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other temporary outbuilding shall be used on any lot at any time as a resident either temporarily or permanently.

**1.2** Solar collectors placed on a Building roof must be constructed at the same pitch as the roof of the Building. Solar collectors shall be aesthetically integrated with the Building design when visible and shall be hidden from view where possible. Any solar collectors that are proposed to be added after the main structure has been completed and approved shall be subjected to the prior written consent of the Developer or association Board.

**1.3** Swimming pools must be permanent in nature and above ground pools will only be allowed inside of a structure. In-ground pools shall be permitted within the subdivision so long as they are enclosed with a fence. The type and design of the fence shall be approved by the Developer or Association.

**1.4** Easements for drainage of surface waters, the installation and maintenance of utilities and for vehicular access to the parcels are reserved as recorded with Whiteside County. No structure shall be erected over areas reserved for easements. No grading or drainage which will interfere with the maintenance of utilities, existing

drain tiles or access to the Lots will be allowed. No accessory buildings shall be located on any Lot nearer than one hundred fifty (150) feet from a road right of way and less than fifty (50) feet from the side boundaries of the property. For the purpose of these Covenants and Restrictions, eaves and steps shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a parcel to encroach upon another parcel or easement.

**1.5** Within one (1) year after the purchase of any parcel, the owner thereof shall begin construction of the dwelling to be located thereon, and shall diligently and continuously, from the time of commencement, pursue the completion of the dwelling. No dwelling shall be occupied until all weather surfaced driveway is completed; said driveway to conform to size of house and garage and the connection of the drive to the street is to be completed in a workman like manner. No excavation or grading of any lot, except as necessary for the construction of approved improvements, shall be permitted. During construction activities on any lot, the Owner and his or her employees or contracting agents, shall endeavor to avoid causing damage to any adjacent property, including streets and/or public areas, Any damage which does occur shall be promptly repaired by, and at the expense of, the Lot Owner. The Property site shall be reasonably maintained and mowed before, during and after the construction period so as not to allow any obnoxious weeds to grow thereon, or grass to a height more than ten (10) inches. If mowing is done by Association, an invoice will be submitted to homeowner and due within 30 days.

**1.6** The exterior siding of all residential buildings erected or placed on any parcel shall be of brick, cedar, vinyl, steel horizontal, or log. The exterior of any outbuilding or accessory building erected shall be of painted wood, manufacturers painted steel or aluminum, brick, cedar, vinyl or log and shall compliment the main structure. No used or reclaimed materials, except antique brick, shall be used in any construction of any building. No dwelling shall be built or erected on any Lot that contains any substantial amount of framing or roofing if exterior wall portions have been prefabricated, packaged or assembled at a location other than the subject Lot, unless the exterior and bearing walls so prefabricated, packaged or assembled are at least two inches by four inches (2" x 4") construction, sixteen inches (18") on center. Engineered trusses shall be a minimum of twenty four inches (24") on center. No more than one (1) single family residence shall be erected on any platted Lot.

**1.7** No roadway, street, land or alley for vehicular traffic shall be built or maintained across a platted Lot to connect an adjacent Lot to an exterior roadway for ingress and egress purposes unless approved by the Developer, the Association and the Township/County. No semi-trucks parking is allowed, this includes cab only trucks. Off-road vehicles are to be used in common areas only and are to be transported by trailer to and from the residences. Use of any off-road vehicles shall be from sunrise to sunset only. Any destruction of roads by any individuals will be subject to prosecution and restitution.

**1.8** No sign of any kind shall be displayed for public view on any parcel, except one (1) professional sign of not more than five (5) square fee for the purpose of advertising the property for sale, or signs used by a builder to advertise his services during the construction and sales period without the approval of the Developer. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. In accordance with state law there will be no incineration of waste at any time, except for yard waste.

**1.9** No animals or livestock including, but not limited to, cattle, hogs, llamas, sheep, or poultry, of any kind shall be raised, bred or kept on any Lot. An exception is reserved for up to two (2) dogs, two (2) cats or other common household pets, provided that none of said animals shall be kept, bred or maintained for any commercial purpose. All pets must be spayed or neutered, where applicable, and all required licenses and shots must be maintained. All animals must be confined to the property of the owner at all times and be controlled by leashes or fenced areas

**1.10** No person or firm or corporation shall strip, excavate, disturb the grade, or otherwise remove soil for sale or to be used other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto. This provision, however, shall have no application to the Developer. If grading or excavating for purposes other than construction is planned, all plans must be approved by the Developer or the Association prior to said grading or excavating.

**1.11** No obnoxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to the other residents of the subdivision.

**1.12** All vehicles not in working order shall be kept inside an accessory building and the repairs to such shall be made within the enclosure of the garage or other accessory building. No unlicensed or junk vehicles shall be permitted on any parcel, travel trailers, boats and utility trailers shall be stored within an enclosed accessory building or garage.

**1.13** No building materials of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property boundary lines of the building site upon which the improvements are to be erected. Construction shall be continuous and completed within a reasonable time, not to exceed one (1) year.

**1.14** No fence on the parcels shall have an overall height of more than six (6) feet and any fence constructed between the road, or vehicular easement, and the building set back lines shall not be more than four (4) feet in height. No re-grading to construct a berm will be permitted without prior approval of the Developer or Association.

**1.15** All satellite dish receivers, radio and television antennas will be mounted on the Roof or in the rear of the dwelling; except where manufacturer stipulates otherwise or when reception would be significantly improved with mounting in another approved location. No tower or antenna shall exceed forty (40') feet in height. No tower or antenna, receiver or radio shall be used for commercial purposes, and also no wind turbines or wind towers shall be allowed. No commercial telephone towers shall be allowed. Any exceptions will be reviewed for approval by the Developer or by the Association.

**1.16** No house commenced on any Lot shall remain uncompleted for a period of more than one (1) year from the date construction is commenced, except for interior rooms such as upper story or other non-essential additions to the minimum floor space required as described herein. The property site shall, however, continue to be reasonably maintained and mowed throughout the construction period. In the event that such a structure remains uncompleted for eighteen (18) months from commencement of construction, the Developer, or Association, shall have the right, but not the duty, to take possession of the premises, cause the construction to be completed and to recover his/her/their costs incurred in doing so from the owner(s) of the Lot(s) in question. In the event this action is taken, the person or persons incurring expenses for completion of construction shall have a lien on the subject property for the full amount of the expenses incurred. Said lien, however, shall be junior and subordinate to any Mortgages or Trust Deeds which have been recorded against the property, in good faith, to secure loans made to the owner(s) of record for the acquisition or improvement of the property.

**1.17** Owners obligation to rebuild. If all or any portion of any improvement is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such improvement in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within four (4) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner.

**1.18** If any owner, or person claiming an interest in any property subject to this agreement (without obtaining from Developer a waiver of any of these Protective Covenants and Restrictions) shall violate, or attempt to violate, any of the covenants and restrictions herein, it shall be lawful for the Developer or Association or any owner of record to prosecute any proceedings at law or in equity against such persons violating or attempting to violate any of the covenants and limitations affecting said property herein set forth, and either to prohibit him or her from doing so and/or to receive damages for such violations. In the event of such litigation, the prevailing party shall also be entitled to recover his/her costs and expenses (including reasonable attorney's fees) incurred in prosecuting or defending such action.

**1.19** All utilities must be underground, this includes propane tanks.

## **ARTICLE II**

**2.1** The Developers shall form an Illinois not-for-profit corporation to be known as "Paradise Pointe Homeowners Association " if such name is available and, if not, a name closely related thereto, which shall provide for maintenance and operation of the Common Areas, and in general to maintain and promote the desired character of the Development, or so much thereof as is subject to the provisions of hereof from time to time.

**2.2a** The Association shall have a Board of up to five (5) but not less than three (3) Directors who shall be elected by the Members of the Association at such intervals as the Articles of Incorporation and By-laws of the Association shall provide, except (I) that vacancies on the Board, occurring between regularly scheduled meetings of the Members, may be filled by the Board if so provided by the Articles of Incorporation or By-laws, and (II) that the first Board and subsequent Boards (until the Turnover Date) shall be appointed by the Developers. Except for the Directors of the Board appointed by the Developer, all Directors shall be Members of the Association. The Developer may elect to relinquish the right to appoint any one or more Directors and continue to exercise the right to appoint the remaining Directors of the Board until the Turnover Date.

**2.2b** The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the corporate character or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board and, from time to time, its Officers under the direction of the Board, and shall not be subject to the approval of the Members. The Directors and Officers of the Association shall not be liable to the Owners, or any others, for any mistake of judgment or any acts or omissions made in good faith such as Directors or Officers.

**2.3** The Developer shall, through the Board appointed by it in accordance with item 2.2, exercise control over all Association matters, until the first to occur of the following:

(a) the date which is twenty (20) years from the date of this Declaration, or such shorter period as required by Illinois law,

(b) the date of the sale and conveyance of legal title to all of the Lots to Owners other than the Declarant, or an assignee of Declarant, as provided in item 2.12, or

(c) the date the Developers elect voluntarily to turn over to the Members the authority to appoint the Board, which election shall be made by directing the Declarant to execute and record in the Office of the Recorder of Deeds of Whiteside County, Illinois, an instrument setting forth his/her intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members of the Association is

hereinafter referred to as the "Turnover Date" On or prior to the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, the Common Area, to be owned by the Association created herein, and the Association shall maintain the Common Area as required herein.

**2.4a** Each owner shall purchase one share of preferred stock when purchasing a lot. The preferred stock shall be non-transferable and shall revert to the Association when the Lot it relates to is sold by the Lot owner holding said share. The cost of each preferred share shall initially be \$5,000.00 with periodic adjustments for inflation made by developer. The purpose of the sale of preferred stock is to establish a fund for the maintenance of the Association, and the Common Areas thereby held, to preclude annual dues and fees. In the event the annual expenses and fees are not covered by the moneys generated by said stock sale and held by the Association, the Board of Directors may authorize the assessment of annual dues and fees. Nothing herein contained shall be interpreted to exclude Developer from membership while it, or any of its successors in interest, owns one or more Lots.

**2.4b** From and after the Turnover Date, each Member shall be entitled to one (1) vote for each preferred share owned by him/her on each matter submitted to a vote of Membership; provided, however, that multiple owners of a Lot, shall only be entitled to one vote and not one vote per owner.

**2.4c** These covenants and restrictions are to run with the land unaltered and will be binding on all parties and all persons claiming under them for a period of ten (10) years from the recording date thereof. After this time, these covenants shall be automatically extended for successive periods of ten (10) years, except that they may be amended at that time by the Developer or Association. If it shall, at any time, be held that any of the Restrictions, Covenants, Reservations, or Liens defined herein, for any reason, becomes unenforceable, none of the remaining Restrictions, Conditions, Covenants, Reservations, liens, including revisions or any part thereof, shall be affected thereby. This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon, and vested in it, as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein, and made on the part of the Trustee, are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall, at any time, be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Instrument.