

DECLARATION OF COVENANTS AND RESTRICTIONS
NORTH POINTE DEVELOPMENT

THIS DECLARATION is made the 14th day of May, 1984, by CORN BELT BANK, Trustee under the provisions of a Trust Agreement dated the 23rd day of June, 1980, known as McLean County Land Trust No. 1602-C, having its principal office at 207 North East Street, Bloomington, Illinois, in the City of Bloomington, McLean County, Illinois, hereinafter called "Developer", (for the purposes of this Declaration the word "Developer" shall include North Pointe Construction Company, an Illinois partnership, CSM Development Co, an Illinois partnership, and each of their general partners).

WITNESSETH:

WHEREAS Developer owns the real property described in Exhibits A and B, and desires to develop the property to include approximately 800 dwelling units consisting of single family detached, single family attached, condominiums and multi-family dwellings of various types, together with other improvements and amenities, including permanent parts, playgrounds, a lake, open spaces, and other common facilities for the benefit of the people living in the development; and

WHEREAS Developer desires to provide for the preservation of the amenities in said development and for the maintenance of its lakes, parks, playgrounds, open spaces and other common facilities and to this end, desires to subject the real property described in Exhibit A, together with such portions of the property described in Exhibit B as developer elects to add (as provided in Article II) to the covenants, restrictions, easements, charges and liens, set forth in this Declaration, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS Developer deems it advisable, for the efficient preservation of the amenities in said development and value of the property to create an agency to which shall be delegated and assigned the power and authority to maintain and administer the common properties and facilities and to administer and enforce the covenants and restrictions governing them, and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement, as are hereinafter provided; and

WHEREAS Developer deems it advisable for the efficient perservation of the amenities in said development to establish and empower such an agency as a "Master Association", thereby permitting it to act for and on behalf of various condominium unit owners, and other subsidiary unit or property owner associations within the development,

NOW, THEREFORE, Developer declares that the real property described in Exhibit A hereto annexed, and such additions thereto as may hereafter be made pursuant to Article II, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens (generally herein referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. Definitions. The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly indicates otherwise) have the following meanings:

- (a) “Association” shall mean and refer to North Pointe Property Owners Association (“NPPOA”), which may be incorporated as an Illinois not for profit corporation. The NPPOA is a master association as defined in the Illinois Condominium Property Act.
- (b) The “Properties” shall mean and refer to the Property described in Exhibit A, any part of the property described in Exhibit B that may become subject to this Declaration, and any other property that may become subject to this Declaration under the provisions of Article II.
- (c) “Common Properties” shall mean and refer to those areas of land so designated on any recorded subdivision plat of any part of the Properties, or any property, buildings and facilities otherwise acquired by the Association by purchase, gift, lease or otherwise, to be devoted to the common use and enjoyment of the owners of the Properties. The Common Areas on any lot created by any Condominium Declaration or other covenants of any subsidiary owners association shall not be considered “Common Properties” under this Declaration, but when referred to, may be referred to as common properties of a subsidiary owners’ association.
- (d) “Condominium” shall mean a form of ownership through which one or more lots and improvements thereon is submitted to the Illinois Condominium Property Act.
- (e) “General Area Plan” – Exhibit B to the Annexation Agreement between the developer and the City of Bloomington recorded as Document No. 83-11891.
- (f) “Lot” shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat of any part of the Properties, with the exception of Common Properties as heretofore defined. Lot shall not mean or refer to any unit in a condominium.
- (g) “Living Unit” shall mean and refer to any portion of any building situated upon the Properties designed and intended to use and occupancy as a residence by a single family. “Living Unit” shall include, without limiting the term, each apartment in any multi-family structure, each unit in a residential condominium each townhouse located on a single lot as a part of a zero lot line attached development, each zero lot detached structure, and each single family detached structure.
- (h) “Member” shall mean every person with an ownership interest in a lot.

- (i) “Multi-family Structure” shall mean and refer to any building containing two or more Living Units under one roof, except when each Living Unit is situated upon its own individual lot (i.e. zero lot line attached or townhouse housing).
- (j) “Owner” shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term “Owner” mean or refer to any lessee or tenant of an Owner.
- (k) “Ownership interest in a lot” shall mean the interest held by any joint owner, tenant in common, joint tenant co-owner of an undivided interest in a lot, or other person who, in connection with other persons, constitutes an owner, and those with contractual rights in a lot acquired through an Agreement for Deed – Deed in Escrow or comparable escrowed conveyance arrangement.
- (l) “Subsidiary Owners Association” shall mean and refer to any condominium association, any lot owners association, any unit owners association, and any group of lot or unit owners acting or obligated by this Declaration to act collectively, whether or not formally incorporated, or otherwise legally constituted other than NPPOA.
- (m) “Zero Lot Line Attached” shall mean and refer to a form of construction and ownership in which one living unit on a lot is attached to one or more other living units on separate lots by one or more common walls (referred to from time to time as “townhouse”).
- (n) “Zero Lot Line Detached” shall mean and refer to a form of construction and ownership in which a series of living units are situated on a series of lots with “blank walls” located at or near a lot line, so as to optimize usable open space.

ARTICLE II

Property Subject to This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, leased and occupied subject to this Declaration, is located in the City of Bloomington, County of McLean and State of Illinois, and is more particularly described at length in Exhibit A to this Declaration. All of the real property described in said Exhibit A is referred to as the “Existing Property”.

Section 2. Property Described in Exhibit B. The Developer, its successors and assigns, shall have the right, without the further consent of the Association or any other owner to bring within the scheme and operation of this Declaration, additional properties, provided, however:

- (a) Such additions shall be limited to the property described in the Annexation Agreement between the Developer and City of Bloomington, recorded as Document No. 83-11892; which property is also legally described in Exhibit B and is depicted on the General Area Plan.
- (b) That any additions shall, prospectively, become subject to assessment for their just share of the Association's expenses.
- (c) The minimum number of dwelling units which shall be subject to this Declaration is 43. The maximum number of dwelling units subject to this Declaration and any amendments thereto shall be 800.

Except to the extent the developer is obligated to the City of Bloomington through the annexation agreement, the General Area Plan shall not bind the Developer, its successors and assigns, to adhere to the Plan in any development of the property depicted thereon. It is also understood that the Developer is free to develop such portions or sections of the lands depicted in the General Area Plan as, in the reasonable exercise of its discretion, it deems in the best interest of the entire development, without regard to the relative location of such portions or sections within the overall plan; that it is not required to follow any predetermined sequence or order of improvement and development; and that it may bring within the scheme of this Declaration additional lands, and develop the same before completing the development of the Existing Property.

Section 3. Other Additions. Upon prior approval in writing of the Association, pursuant to authorization of two-thirds of the votes of its members, voting as provided in Section 3 of Article III hereof, the owner of any property not declared in Exhibit A or B who desires to add such property to the scheme of this Declaration, may file of record a Supplementary Declaration of Covenants and Restrictions as described in Section 4 of this Article II.

Section 4. Amended Declaration. The additions authorized under this Declaration shall be made by filing of record in the Office of the McLean County Recorder of Deeds a Supplementary Declaration of Covenants and Restrictions with respect to such additional property which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property and which shall incorporate a revised vote allocation schedule.

Any such Supplemental Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association's Board of Managers/Directors, to reflect and adapt to any difference in character of the added properties, and as are not inconsistent with the scheme of this Declaration.

Section 5. Mergers, Combinations or Consolidations. Upon merger, combination or consolidation of the Association with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated

association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association pursuant to a merger, combination or consolidation. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger, combination or consolidation however, shall effect any revocation or change of, or addition to the Covenants and Restrictions established by this Declaration within the Property, except as herein provided.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person with an ownership interest in a lot automatically and without further action, shall be a Member of the Association.

Section 2. Associate Membership. Every person who is entitled to possession and occupancy of any Lot or Living Unit as a tenant or lessee of a Member, may be an Associate Member of the Association and as such, shall be privileged to use its Common Properties and facilities, subject to the Rules and Regulations of the Association.

Section 3. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot (as defined in Item (f) of Section 1 of Article I) held in fee simple: one vote for each 100 square feet of lot area, rounded to the nearest 100. When more than one person holds the fee simple title to any lot, such as under the condominium form of ownership, tenants by the entirety, joint tenants or tenants in common, the vote for such lot shall be exercised in accordance with that person's percent of ownership of the common elements, as established by the Condominium Declaration or other covenants establishing the co-ownership, or as the co-owners among themselves determine, but in no event shall more than one vote per 100 square feet of lot area be cast.

Section 4. Vote Allocation Schedule. For the purpose of computing the total number of votes in the Association, and the number of votes associated with the ownership of any lot, the developer and all owners agree to be bound by the vote allocation schedule attached to this Declaration as Exhibit C, as that schedule is amended and revised from time to time, pursuant to the recording of supplementary Declaration of Covenants and Restrictions, pursuant to Article II of this Declaration.

Section 5. By-Laws. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Board of Managers/Directors pursuant to this Declaration and the By-laws set forth as Exhibit D.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Member's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or interest therein.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed initial improvements thereon and until such time as, in the judgment of the Developer, the Association is able to maintain the same. The Developer, however, notwithstanding any provision herein, hereby covenants for itself, its successors and assigns, that it shall convey to the Association the Common Properties designated on any recorded final subdivision plat not later than the third anniversary of the date of the recording of such plat, or three years from the date of this Declaration, whichever is later.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for any period during which any infraction of its rules and regulations continues, or as punishment for prior infractions, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member or Member's obligation to pay the assessment and be bound by the Association's Rules and Regulations; and
- (b) The right of the Association to charge admission and other fees for the use of the Common Properties and/or any facilities therein; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal, county State, Federal or other public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association, provided that no such dedication or transfer of all or substantially all of the common elements shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two thirds of the votes cast at a duly called meeting. A true copy of such resolution, together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof in the Office of the McLean County Recorder of Deeds. Such certificate shall be conclusive evidence of authorization by the membership.

ARTICLE V

Covenant for Common Maintenance and Capital Improvement Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownership interest in any lot in North Pointe, each purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns agree to pay to the Association: (1) Annual Assessments; (2) Special Assessments; and (3) the annual and special assessments of any subsidiary owners association. Each such person shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of this Declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired title. The annual and special assessments of the association and of any subsidiary owners association, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the land, lot and living unit against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons or entity who held such ownership interest at the time when the assessment fell due. In the case of co-ownership of a lot or living unit, all of such co-owners of the lot or living unit shall be jointly and severally liable.

Section 2. Purpose of Assessments.

- (a) The Annual Assessments levied by the Association shall be used to promote the health, safety, pleasure and welfare of the owners of lots; to pay costs and expenses incident to the operation of the Association, including without limitation, the maintenance and repair of facilities located in the land and other common properties, to provide services furnished by the Association, such as lawn care and snow removal on the common areas and to pay for the repair and replacement of improvements on the Common Properties, to pay all taxes and insurance premiums on or for the Common Properties, and all other costs and expenses incidental to the operation and administration of the Association and its facilities.
- (b) The Special Assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement on or of the Common Areas and all expenses incidental thereto.
- (c) The annual dues fees and assessment of the subsidiary owners' association may be used to pay for the recurring annual expenses of the subsidiary owners' association, including without limitation, lawn care and snow removal on the lots, proportionate share of liability and casualty insurance, and utilities metered and billed to the subsidiary owners' association. The annual assessment is also used to establish reserves for the maintenance, repair and replacement of the common properties of any subsidiary owners' association, including without limitation, reserves to fund repainting or restaining; reserves to provide for major capital replacement expenditures, e.g. replacement of building utility service lines, roof, parking lot or other major capital expenditures.

- (d) The special assessments of any subsidiary owners' association shall be used to pay for capital improvements authorized by the subsidiary owners' association or to provide funds to supplement the reserves established by annual assessments of the subsidiary owners' association.
- (e) Prior to the conveyance of the Common Property to the Association, all annual assessments and special assessments of the Association and all dues, fees and assessments, including special assessments of any Subsidiary Owners' Association, shall be established, levied and collected by the developer.

Section 3. Budget Preparation.

(a) The Association's Role:

1. Annually, the Managers/Directors of the Association shall prepare a budget showing the proposed receipts and expenditures for the next fiscal year. The budget shall include:
 - (i) The annual assessment of the Association by living unit, which until 1/1/86 shall not exceed \$180.00/year/living unit.
 - (ii) Any special assessments of the Association by living unit or by lot and if by lot with a per living unit breakdown.
 - (iii) The minimum annual assessment required by each subsidiary owners' association by living unit or by lot and if by lot, with a per living unit breakdown, which minimum shall be in an amount estimated by the Association's Board to be sufficient to pay for insurance purchased by the Association, insuring buildings or property of the subsidiary owners' association or members thereof; to establish reserves; to fund periodic maintenance, repair or replacement of the common properties of the subsidiary owners' association, and sums necessary to pay for lawn care and snow removal on the lot or lots of the subsidiary owners' association.
 - (iv) Any additional amounts required by a subsidiary owners' association.

which assessments shall be payable monthly, with right of prepayment.

2. The annual budget shall be prepared and distributed to the owner of each living unit not less than 30 days prior to the date of its adoption.
3. The Association Board shall give at least 10, but not more than 30, days written notice of any Association Board meeting at which the proposed annual budget is to be adopted, increased, or new assessment established.
4. Annually, after the close of the Association's fiscal year, the Association Board shall supply the owner of each living unit an itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by account, excess or deficit in each account, and the amount of reserves on hand by account.

(b) Role of the Subsidiary Owners' Association

1. Annually, not less than 30 days prior to the start of a fiscal year, the subsidiary owners' association shall determine the amount of any annual assessment (in excess of the minimum annual assessment required of the subsidiary owners' association by NPPOA) necessary to acquire services it desires (including specialized services purchased from NPPOA) and any special assessments.
2. The subsidiary owners' association shall establish its budget in the manner prescribed in the Declaration of Covenants creating and empowering it or in the absence of any such direction or guidance, in the same manner as set forth in this Declaration for NPPOA.
3. When established, the assessments of the subsidiary owners' association shall be billed by NPPOA, collected by the subsidiary owners' association or NPPOA on its behalf, and paid over to NPPOA for investment and disbursement.

Section 4. Period for Which Annual Assessments are Made. The period for which Annual Assessments of the Association and all subsidiary owners' associations are made shall be the twelve-month period extending from January 1 through the next succeeding December 31. The period for the first Annual Assessment shall begin January 1, 1984.

Each Annual Assessment shall become due upon, and payable on or before the first day of February following the commencement of such Annual Assessment period.

Section 5. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board of Directors of the Association with respect to the Association and each subsidiary owners' association (or association on their behalf) with respect to their assessments, shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the properties and all assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any Owner of a lot or owner of an interest therein.

The Association shall, upon the request of any Owner liable for an assessment or of the mortgagee of the Owner's premises, furnish to such Owner or mortgagee a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the property against which it is levied, which lien shall bind such property in the hands of the then Owner, his, her or its heirs, executors, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment, together with interest thereon at the rate of twenty percent (20%) per annum may be enforced and collected by the Association with respect to Association charges and by each subsidiary owner association, or association on their behalf, with respect to the charges of any subsidiary owners association, by the institution of an action at law against the Owner or Owners personally obligated to pay the same, or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment and interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include, in addition to the assessment, interest, court costs, and attorney's fees.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge, and lien created herein: (a) all Common Properties as defined in Section 1 of Article I hereof and (b) all properties owned by the Developer.

ARTICLE VI

Architectural Control Committee

Section 1. Creation. The developer shall create an Architectural Control Committee consisting of three members appointed by the Developer.

Section 2. Vacancies. Vacancies in the Architectural Control Committee shall be filled by the Developer. When the Developer no longer owns any of the properties, the Architectural Control Committee shall become self perpetuating, with vacancies filled by the remaining members. The Architectural Control Committee may act through a designated agent, which designation may be made and revoked by written instrument, placed of record in the office of the McLean County Recorder of Deeds.

Section 3. Review and Approval of Members' Plans and Specifications for Additions, Alternations or Changes to Structures.

- (a) No building, dwelling, wall, fence, swimming pool, sidewalk, drive, tent, awning, sculpture, pole, hedge, tree, bushy, shrub, mass planting or other structure or excavation shall be commenced, erected, planted on, or removed from the Properties, nor shall any exterior addition to any such existing structure of change or alteration thereof, including painting or staining, be made until the plans and specifications therefore showing the nature, species, kind, shape, height, color, materials and location of the same, with accurate reference to lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony and compatability of its external design and location, with the surrounding structures and topography by the Architectural Control Committee.

(b) In approving or disapproving a Member's proposal, the Architectural Control Committee shall consider:

1. The extent to which the proposal conforms to the Annexation Agreement;
2. The extent to which the proposal conforms with this Declaration;
3. The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby properties.
4. The extent to which the proposal is consistent with and enhances the overall quality of the North Pointe development.

In the event the Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or in any event, if no suit or other proceeding to enjoin or prevent the structure, addition, alteration or change has been commenced within thirty (30) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration or change.

- (c) The Architectural Control Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the Committee on such approval.
- (d) During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Committee or any agent of the Committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the development or any improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
- (e) The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither said Committee nor any member thereof, nor the Association, nor any subsidiary owners association, nor the developer, nor the present owner of said real estate shall be in any way responsible or liable for any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the Association, or any subsidiary owners' association, or the present owner or developer of the properties.

- (f) Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel in the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.
- (g) The provisions of this Section shall not apply to the Developer in the building of new structures (whether single family dwellings, condominiums, town houses, multi-family structures, living units, or other structures) on lots owned by the Developer.

ARTICLE VII

Exterior Maintenance

Section 1. The Common Properties. The Association shall provide for the care and maintenance of the Common Properties from annual and special assessments levied and collected by the Association pursuant to Article V. Care and maintenance of the Common Properties shall include without limitation the following:

- (a) Lawn care on the Common Properties;
- (b) Snow removal on walks in the Common Properties;
- (c) Maintenance and repair of the lake;
- (d) Insect control;
- (e) Fish restocking;
- (f) Landscaping maintenance and replacement on the Common Properties;
- (g) The payment of real estate taxes and special assessments on the Common Properties, if any;
- (h) Casualty and liability insurance on the Common Properties;
- (i) Utility fees and charges to the Association;
- (j) Management fees and charges;
- (k) The care and maintenance of the berm, entrance wall, entrance signing, entrance lighting and all plantings and landscaping appurtenant thereto. To that purpose, the owner reserves an easement permitting the Association the right to perform such maintenance and repair and restricting subsequent owners' rights to alter or remove such berm, wall, signage, lighting, or landscaping. The legal description of the extent of that easement and restriction is as follows:
 1. The south 6' of Lots 101 and 109-113 in North Pointe No. 1;
 2. The west 20' of Lots 108 and 109 in North Pointe No. 1; and
 3. The east 20' of Lot 101 in North Pointe No. 1.

Section 2. The Lots. Care and maintenance of the lots (except as otherwise specifically provided) shall be the responsibility of the owners thereof, acting individually, through subsidiary owners' associations, or by purchase of services from the Association.

Section 3. Privately Owned Improvements. Responsibility for insuring, maintaining, repairing and replacing all buildings and structures not comprising a part of the common properties other than zero lot line detached shall belong to the subsidiary owners' association and respective members thereof, who shall levy and collect not less than the minimum amounts established by the Association for such purposes. The Association shall purchase such insurance and provide for such care, maintenance, repair and replacement (directly or through approved private contractors) solely from fees levied and collected from and by the subsidiary owners' association or its members and paid over to the Association for investment and disbursement. Responsibility for insuring and maintaining zero lot line detached housing shall belong to the owner thereof, who may purchase such services from the Association.

Section 4. Necessary Exterior Repairs by Association Occasioned by Member's Neglect. Every Owner of a lot, or interest therein, by the acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the lot, condominium living unit or any improvements (including but not limited to the buildings, structures, grass, shrubs, trees, driveways, walks and fences) thereon to be maintained in other than good repair and in a safe, neat and attractive condition. In the event any such owner shall fail to so maintain his lot, condominium living unit or other improvement thereon and such neglect, in the judgment of the Board of Managers/Directors of the Association, shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring properties, or should constitute a hazard to persons or property, the Board of Managers/Directors of the Association, or the Architectural Control Committee or an subsidiary owners' association may give notice of such conditions to the Owner of the lot or condominium living unit, demanding that such condition be abated within seven (7) days from the date the notice is sent. If the Owner of the lot, interest therein or condominium living unit does not rectify the condition at the end of such period, the Association, Committee or subsidiary owners' association may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the lot or condominium living unit upon which the services are performed and shall be added to and become a part of the annual maintenance assessment or charge to which such lot or condominium living unit is subject under Article V hereof, and as part of such assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in Article V hereof, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Owner, either in person or by regular mail of the invoice therefor. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the Member, shall entitle the Association, Committee or subsidiary owners' association to twenty percent (20%) interest on the amount due from the date of the invoice, which interest shall also constitute a lien upon the lot or condominium living unit and personal obligation to the Owner thereof, which may be collected as other delinquent assessments.

Section 5. Access to the Association at Reasonable Hours. For the purpose of performing either any exterior maintenance requested by the lot owner under Section 2 of this Article, or of performing after expiration of the notice period required in Section 4 hereof, the necessary exterior work as provided in said Section 4 of this Article, the Association, Committee and subsidiary owners' association, through their authorized agents, servants, employees, or contractors, shall have the right to enter upon any lot, and enter any living unit within the Properties at reasonable times.

ARTICLE VIII

Miscellaneous Services Authorized

Section 1. Services which may be Performed at the Option of the Association – Procedure. The Developer shall have the right to make such improvements and provide such facilities in the Common Properties as it considers to be advantageous to the Properties and to the Owners of lots and condominium living units within the properties, and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by the Developer for the benefit of the Properties and the Owners of lots and condominium living units therein. The Association may furnish such services as the Board of Directors of the Association from time to time by resolution may determine, which may include the following:

- (a) To provide for the collection and removal of refuse, rubbish and garbage to each lot or condominium unit owner;
- (b) If the City of Bloomington does not do so, to provide for the removal of snow, ice, leaves and debris from streets and/or sidewalks, parking areas and other public or quasi-public places;
- (c) To provide for the repair, maintenance, replacement, or enhancement of ornamental features or amenities beneficial to or providing aesthetic pleasure and enjoyment to the Members generally;
- (d) To provide bookkeeping, accounting, billing and collection services for any subsidiary owners association beyond that customary, as set forth in this Declaration;
- (e) To maintain and operate, lights and lighting fixtures along the public streets, parks, parking areas, parkways, pedestrian ways, gateways and entrances, and at such other public and quasi-public places where lighting may be deemed advisable by the Association, and not provided by the City;
- (f) To maintain and, where necessary, (subject to the approval of governmental officials, where required), provide signs for marking streets, giving directions, or warning of safety hazards;
- (g) To employ and compensate qualified personnel for the purpose of providing such services as the Association or its Board may deem necessary or desirable;
- (h) To provide and maintain shelters at convenient locations for school children and other persons awaiting bus transportation;
- (i) To otherwise provide, equip, maintain and operate the Common Properties to which the Association has or hereafter obtains title or of which the Association now or hereafter may have possession or custody and control as lessee, by easement or otherwise.

ARTICLE IX

Covenants and Use Restrictions Applicable to all Properties

Except as otherwise specifically provided in Article X with respect to Zero lot line attached living units or Article XI with respect to Zero lot line detached living units the covenants and restrictions set forth in this Article shall apply to all properties:

- (a) Living Unit Quality and Size. It is the intent and purpose of this covenant that living units shall be of good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date these covenants are recorded. The minimum permitted living unit size being 1000 square feet for a condominium unit and 1200 square feet for any other living unit.
- (b) Building Location. All structures shall be erected, altered, placed or permitted to remain only in accordance with Chapter 44 of the Bloomington City Code except as specifically provided in the Amended Annexation Agreement approved by the Bloomington City Council on April 25, 1983.
- (c) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.
- (d) Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs erected by the developer or used by a builder to advertise the property during the construction and sales period.
- (e) Yard Encroachments. No storage structure, garage, satellite dish, play house or other temporary or permanent structure shall be erected or maintained on any lot except with prior written approval of the Architectural Control Committee.
- (f) Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No pets shall be housed or kept outside the building on any lot, except within a fenced enclosure.
- (g) Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.
- (h) Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or in any living unit, except that dogs, cats or other household pets of not more than two in number may be kept; provided that they are not kept, bred or maintained for any commercial purpose.

- (i) Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.
- (j) Parking:
 - 1. Automobile parking shall be provided and maintained at the ratio of two (2) offstreet automobile spaces per living unit.
 - 2. No trailers, trucks, recreational vehicles, boats or other motor vehicles, except passenger cars, shall be parked on the streets of this development overnight for more than one night and no trailers, trucks, recreational vehicles or other motor vehicles, except passenger cars, shall be parked on any lot of this subdivision for more than twenty-four (24) hours, unless said boat, trailer, trucks, recreational vehicle, or other motor vehicle is parked in a garage or other suitable shelter. This covenant shall be enforceable by the City of Bloomington.
- (k) Yards. All lots and any public right of way adjacent to any lot shall be sodded by the owner of the lot after substantial completion of any principal structure thereon and as soon as weather reasonably permits.
- (l) Use of Topsoil. No owner shall permit a person, firm or corporation to strip, excavate or otherwise remove top soil for sale or for use 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. Even this excess shall stay in the development if the Architectural Control Committee determines that it is needed for fill on other portions of the properties.
- (m) Utilities. All telephone, electrical, cable television, gas, water, sanitary sewer, storm sewer and other public or quasi-public utilities shall be located underground.
- (n) The obligations of this Article IX shall not be binding on or obligate the developer.

ARTICLE X

Covenants and Use Restrictions Applicable to Lots Improved with Zero Lot Line Attached Housing

- (a) General. The covenants and use restrictions set forth in this Article shall be applicable to any lot constituting a part of the properties proposed, used or developed as a site for Zero lot line attached housing.
- (b) Definitions. For the purposes of this Article, the following definitions shall apply:

1. A dwelling parcel is defined as any lot on which a Zero lot line attached living unit is proposed or erected.
2. A dwelling structure refers respectively to each entire building constructed as a Zero lot line attached living unit townhouse structure containing two or more living units and located upon two or more lots.
3. A living unit refers to that part of each dwelling structure located upon a lot.

(c) Easements.

1. *For Utilities.* The lots subject to the Article shall:
 - (i) Be subject to utility easements of record;
 - (ii) Be subject to utility easements unless otherwise specified, 10 feet in width from each dwelling structure, across each lot to the public right of way. The same being centered on the utility as initially installed and inuring to the benefit of the City of Bloomington, utility company involved, association, applicable subsidiary owners' association, and other owners of living units on the respective dwelling parcel (or parcels) over which the utility easement extends.
 - (iii) Be subject to an easement, unless otherwise specified, 10 feet in width extending from the easement(s) described in paragraph 3A2 of this Article beneath the dwelling structure to each living unit, the same being centered in the utility as initially installed and inuring to the benefit of the City of Bloomington, utility company involved, association, applicable subsidiary owners' association and other owners of living units on the respective dwelling parcel (or parcels) over which the utility easement extends.
 - (iv) The owner of any utility utilizing or any other person utilizing the easements granted hereby shall exercise ordinary care in the performance of installation, maintenance and repair and shall restore any damage to landscape or improvements to substantially the same condition as existed on the original date of occupancy.
2. *For Encroachments:*

In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any living units, any part thereof encroaches or shall thereafter encroach upon any part of any other living unit or Lot, or if by reason of the ducts or conduits serving more than one living unit encroach or shall thereafter encroach upon any part of any other living unit or Lot, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building containing the same

remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurs as a result of the willful conduct of said owner. Easements shall be declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

(d) Use and Occupancy Restrictions:

1. *Development Standards.*

- a. No dwelling structure shall contain more than six living units or be more than 150 feet in length.
- b. No dwelling parcel shall contain less than 2400 square feet.
- c. Interior lot widths shall not be less than 24 feet.
- d. On Zero Lot Line Attached Lots, no side yards shall be required for interior lots; exterior lots shall be required at each end of such structures and shall have a side yard of not less than six (6) feet and a minimum distance between structures of not less than twelve (12) feet. Corner lots shall have a front yard of not less than twenty-five (25) feet on each frontage.
- e. For Zero Lot Line Attached Lots, there shall be a rear yard of thirty-five (35) feet. If said rear yard does not abut a public right-of-way, dedicated open space, or land dedicated for park and recreational purposes, an unobstructed easement shall be provided across the rear five (5) feet thereof for the use of emergency vehicles and for ingress and egress of adjacent owners. If the abutting property to the rear is not land dedicated for park and recreational purposes, and if a similar easement is not provided on the abutting property to the rear, an unobstructed easement referred to above shall be across the rear ten (10) feet of said lot.
- f. No accessory building structures or uses, including detached garages, shall be permitted on any dwelling parcel.
- g. Parking on dwelling parcels shall be in accordance with City of Bloomington codes except as amended by the Annexation Agreement.
- h. All development on Zero Lot Line Attached Lots shall be pursuant to the City of Bloomington Subdivision Code, except as otherwise provided in said Annexation Agreement.

2. *Interior Maintenance and Repair.* The owner of each living unit shall be responsible for the maintenance and/or repair of all of his or her living unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.
 3. *Exterior Appearance.* The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with the prior approval of the majority of the dwelling unit owners in his particular dwelling structure, and the Architectural Control Committee and in that event, with the work performed by the Association or contractor approved by the Association as an expense of the subsidiary owner association or its members from funds assessed to and collected from it or them.
 4. *Lawn Care.* Basic lawn maintenance and snow removal shall be the responsibility of the low owner. Such work may be done individually by the lot owner, collectively by the subsidiary owners' association and/or by purchase of services from NPPOA.
- (e) Party Walls. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:
1. No owner nor any successor in interest shall have the right to extend said party wall in any manner either in length, height or thickness.
 2. No owner shall do anything to disturb the right of any other owner to use such party wall.
 3. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall, unless the Architectural Control Committee authorizes otherwise.

4. The foregoing provisions of this article notwithstanding, the owner of any living unit or other interested party shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

(f) Obligation to Rebuild.

1. In the event of damage or destruction by fire or other casualty of any living unit or any portion thereof, the owner or owners from time to time of any such living unit or units covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such living units, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the living unit(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt and plans for such shall be subject to the review and approval of the Architectural Control Committee. In the event of the total or substantial destruction of all the living units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be subject to approval of the Architectural Control Committee.
2. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in subparagraph 6A of this Article, to perform the necessary repair or rebuilding, the Association, the applicable subsidiary owners' association, the owner(s) of the remainder of the dwelling structure or any unit owner therein shall, in the manner described in this covenant, be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as approved by the Association. The entity performing the work shall have a continuing lien on that living unit and lot and on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:
 - (i) The cost of such repairs or rebuilding;
 - (ii) Interest at the prime rate of the Bloomington Federal Savings & Loan Association as in effect from time to time from the date of payment of such costs; and
 - (iii) Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees and assigns. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois

law. The lien of such entity described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

(g) Common Obligations and Expenses. The owners of all living units in a dwelling structure shall have the following obligations:

1. *Utility Maintenance Responsibility.*

- (i) Water. A separate private water service shall be provided and maintained from a public main to each living unit. Maintenance responsibility shall be the living unit owner's. This covenant shall be enforceable by the City of Bloomington.
- (ii) Sanitary Sewer/Wastewater Pipe
 - Within any living unit – maintenance responsibility shall be the living unit owner's.
 - Outside any living unit to the public sanitary sewer, the maintenance responsibility shall be the joint obligation of the owners of all the living units in a dwelling structure. This covenant shall be enforceable by the City of Bloomington.
- (iii) Others. As established at the time of initial installation or as the owners of all the living units in a dwelling structure agree.

2. *Insurance.* Every living unit owner shall, together with the other unit owners in a dwelling structure, mutually agree to pay for insurance insuring the dwelling structure for the full insurable replacement cost thereof against loss by fire and other casualty. This policy shall be a blanket policy purchased by the Association from fees and assessments levied and collected by the Association and subsidiary owners' association, including the owners of each living unit in a dwelling structure. All of the owners and their respective mortgagees shall be named as insureds under the policy. In the event of the failure or refusal of any unit owner to pay his share of such cost, the owner(s) of the remaining living unit(s) in such dwelling structure and applicable subsidiary owners' association may pay the same and shall have a lien and cause of action against such defaulting party together with interest costs and expenses.

In the event a single insurance policy is not available, each owner shall at all times keep his respective living unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other units of the dwelling structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another owner in the same structure deliver to said other owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which will increase the premium rate of insurance on the dwelling structure applicable for a residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which could be in violation of the law.

3. *Exterior Maintenance.* Exterior maintenance shall be performed by the owners collectively acting by and through the Association, with the cost and expenses thereof paid by the Association from charge and assessments levied and collected by the Association and each subsidiary owners association. Exterior maintenance includes painting, repair or replacement of all exterior walls, foundations, roofs, gutters, downspouts and common sanitary sewers, and other repair, care or maintenance of the dwelling structure.
4. *Procedure for Fulfilling Common Maintenance Obligations.*
 - (i) For the purpose of making decisions with respect to collective exterior maintenance of each dwelling structure, repair, rebuilding, insurance coverage, common sanitary sewer maintenance, and all other common obligations provided herein except to the extent such decisions are made by the Association, or as otherwise provided in the Declaration of Covenant creating and empowering the subsidiary owners' association, the owner or owners of each dwelling parcel/lot upon which a portion of each dwelling structure is located shall have one vote in making such determination. For example, on each odd-numbered unit structure, there will be one vote available to the respective owner. With respect to each building structure containing an even number of units and in the event the owners cannot agree, such owners shall mutually select an additional person to act in making such determination. In the event they cannot mutually agree upon such additional person, the developer shall serve. If Developer refuses, any McLean County Circuit or Associate Judge shall be qualified to name such additional person.
 - (ii) All decisions shall, therefore, be by majority vote of such persons and such decisions shall be binding upon all owners of such dwelling structure.
 - (iii) Emergency repair – In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, catastrophic damage to any living unit or other condition which creates an immediate threat to life, health or property, the owner of any dwelling unit so advised of such circumstance shall, if reasonably possible, notify other unit owners in the same dwelling structure, but in the event immediate corrective action is necessary, any unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line, make the property weather tight or take other action to preserve life and property.

(h) Assessments for Common Expenses

1. A provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditures, or special assessments for emergency repairs or maintenance shall be determined by a vote of the respective living unit owners of each dwelling structure. The purpose of such assessment, the amount thereof, and the method of payment shall be determined by a majority vote and shall be reduced to writing, provided however, the amount shall not be less than the minimum assessment budgeted by the Association, including reasonable reserves for maintenance, repair and replacement of common properties of the subsidiary owners' association. Upon the request of any living unit owner and payment of a fee, the owner(s) of remaining units in such dwelling structure, or Association on their behalf, agree to execute a written agreement or certificate as to the status of assessments, if any, due to such dwelling unit.
 2. As between living unit owners in a dwelling structure, the obligation for assessments (both annual and special) shall be specifically enforceable.
- (i) Enforceability of Zero Lot Line Attached Covenants. In the event that a living unit owner fails to perform any obligations set forth in this Article, the remaining unit owner(s) in the same dwelling structure, any subsidiary owners' association and the Association may take action to enforce such obligation in the following manner:
1. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.
 2. If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the Association, any subsidiary owner's association or the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these Covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.
 3. Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.
 4. In the event any work is performed or caused to be performed by the Association, any subsidiary owners' association or a dwelling unit owner upon another owner's unit pursuant to the terms of this Article, and the failure of the owner to perform as required hereunder, the entity contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and

written evidence of the payment thereof, for which reimbursement is sought. Further, the entity performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided in these Covenants.

5. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
6. Lots and Units owned by the developer shall be exempt from the dues, fees, assessments and other obligations of this Article.

ARTICLE XI

Covenants and Use Restrictions Applicable to Lots Improved With Zero Lot Line Detached Housing

Section 1. In General. The covenants and restrictions put forth in this Article shall be applicable to any lot constituting a part of the properties proposed, used or developed as a site for Zero Lot Line Detached housing.

Section 2. Use and Occupancy Restrictions.

(a) Development Standards:

1. All development on Zero Lot Line Detached property shall be pursuant to the City of Bloomington Subdivision Code, except as otherwise provided in the Annexation Agreement.
2. The minimum lot area for lots used for Zero Lot Line Detached housing shall be five thousand (5,000) square feet.
3. The minimum lot width for lots used for Zero Lot Line Detached housing shall be fifty (50) feet.
4. The required side yard for lots used for Zero Lot Line Detached housing shall be one (1) inch and twelve (12) feet. The zero side yard shall not be adjacent to a public or private right-of-way.
5. Buildings shall be constructed for Zero Lot Line Detached housing so one lot (referred to as the “servient estate”) will have windowless walls and privacy fences and/or visual screening which abut or adjoin one adjacent lot (referred to as the “dominant estate”).

Said windowless wall and/or fence shall not contain any door, window, duct, or aperture of any kind which abuts or adjoins the dominant estate.

Said privacy fence shall be architecturally and aesthetically compatible with the adjoining building; and replacement and maintenance shall be of the same type, height, materials, and structural components as constructed with the initial building construction. Said privacy fence shall be maintained in good condition and repair by the servient estate and shall not be removed, replaced, destroyed, or materially altered by the servient estate except by mutual agreement with the dominant estate.

The provisions of this Section 2 are enforceable by the City of Bloomington.

Section 3. Easements.

- (a) Side yard easements are hereby granted to the owners of Zero Lot Line Detached Lots, which easements shall be appurtenant to the servient estates and which easements shall burden the dominant estates. Such side yard easements shall extend over the portion of the dominant estate twelve (12) feet in even width from any structure, wall, or fence constructed on the servient estate. Said side yard easements shall permit the footings, overhanging eaves, gutters of the buildings, and footings of fences or walls constructed on the servient estates to extend onto the dominant estates at heights no less than and extension distances no greater than as originally constructed. In the event that, by reason of the construction, settlement, or shifting of a building or fence, any part thereof nominally encroaches upon the dominant estate, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building or fence remains standing; provided however, that in no event shall a valid easement for any; encroachment be created in favor of the servient estate if such encroachment occurred as a result of the willful conduct of said owner. The provisions of this Paragraph 3A are enforceable by the City of Bloomington.
- (b) The dominant estate shall continue to enjoy said easement area for the purposes of landscaping, drainage, the establishment of a general recreational or garden area and purposes related thereto subject to the provisions herein, provided that any such wall or fence on the servient estate shall be deemed to run from the rear property line of such lot to the front property line thereof, whether or not such wall or fence actually runs the entire length of such lot.
- (c) The dominant estate shall not permit any activity on the side yard easement by household pets or other animals which would tend to cause damage or to undermine support for any wall, fence or structure on the servient estate which abuts or adjoins the dominant estate.
- (d) The owner of the servient estate shall have the right at all reasonable times, during daylight hours, to enter upon the easement area, including the right to cross over the dominant estate for such entry in order to perform work related to the use and maintenance of the servient estate.

- (e) The use of said easement area by the owner of a servient estate shall not exceed a period of thirty (30) days each year for essential maintenance.
- (f) In exercising the right of entry upon the easement area, the servient estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided however, the servient estate shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes.
- (g) The servient estate shall have the right of drainage over, across and upon the easement area for water draining off the roof of any dwelling or structure upon the servient estate, the right to maintain eaves and appurtenances thereto and portions of any dwelling structure upon the servient estate as originally constructed or as constructed pursuant to any restrictive covenant regarding architectural control. The dominant estate shall not place or permit the accumulation of any soil or fill material against any wall, fence or other structure on the servient estate which abuts or adjoins the side yard easement to a height which exceeds the original grading plan.
- (h) Except for roof drainage as hereinafter provided, the servient estate shall not have the right to concentrate drainage from the servient estate in, under, through or across the easement area without the prior written approval of the dominant estate. Thereafter, the servient estate shall have the right of entry upon the easement area for the installation and the subsequent maintenance and repair of such drainage system, providing that any damage to the landscaping or other items existing in the easement area shall be repaired at the sole expense of the servient estate and as soon as reasonably possible following the completion of such installation, maintenance or repair.
- (i) The dominant estate shall not attach any object such as wires, trellises, utility meters, conduits or plantings to a fence or building belonging to the servient estate or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient estate. The dominant estate shall not cause or permit any offensive contact (including without limitation thereto, any pounding or bouncing of objects) with any wall, fence or other structure on the servient estate which abuts or adjoins the side yard easement.

Section 4. Maintenance Responsibility. The owner of each zero lot line attached lot shall be obligated:

- (a) To pay dues, fees and assessments levied by the Association;
- (b) To maintain the exterior of his or her living unit in good repair and appearance, consistent with the quality maintained in the remainder of the development.
- (d) To maintain the lot on which his or her living unit is located in good condition and appearance, consistent with the quality maintained in the remainder of the development.

Section 5. Interpretation and Enforceability of Zero Log Line Detached Covenants. In the event of any dispute arising concerning the rights and obligations created herein, the servient estate and the dominant estate shall each choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision of a majority of all the arbitrators shall be binding.

ARTICLE XII

General Provisions

Section 1. Duration. The Covenants and Restrictions set forth in this Declaration shall run with and bind all of the land included in the Properties hereof and shall inure to the benefit of and be enforceable by the Association, and the Owners of any land subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representatives, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the McLean County Recorder of Deeds, at the end of which period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of the Owners of the lots at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a lot or living unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Amendment. Except as otherwise provided, these covenants may be amended by the agreement of the following:

- (a) The Developer, provided it owns any part of the properties; and
- (b) Two-thirds (2/3) of the lot owners; and
- (c) Two-thirds (2/3) of the condominium living unit owners, and
- (d) The City of Bloomington, but only if the amendment deviates from the provisions of the amended annexation agreement while the agreement remains in effect.

Any amendment shall be in writing and made of record by recording a copy thereof in the office of the McLean County Recorder of Deeds.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any such Covenant or Restriction. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages, or may seek to enforce

any lien created by this Declaration in any covenant herein contained, or may take any other form authorized by law. Failure by the Association, subsidiary owner's association, or any Owner or Member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. The City of Bloomington shall have the right, but not the obligation, to institute appropriate legal proceedings to effect the enforcement of these covenants.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, as Trustee, has caused this instrument to be executed the day and year first above written, pursuant to authorization by the beneficiary.

CORN BELT BANK OF BLOOMINGTON, as
Trustee under provisions of a Trust Agreement
dated June 23, 1980, known as McLean County
Land Trust 1602-C,

BY:

ATTEST:

Secretary
STATE OF ILLINOIS)
COUNTY OF MC LEAN)

I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, do hereby certify that Rodger K. Jenkins personally known to me to be the Vice President of Corn Belt Bank and Dale M. Sutter personally known to me to be the Secretary of said corporation whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as said Vice President and Secretary they signed and delivered the said instrument of writing as Vice President and Secretary of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of May 1984.

Notary Public

EXCULPATION CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in the form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

EXHIBIT A

Legal Description of Property Subject to Declaration:

Lots 101 through 114, inclusive of North Pointe No. 1, a subdivision of part of the W 1/2 of the W 1/2 of the NE 1/4 and the East 1/2 of the NW 1/4 of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, according to plat thereof recorded September 29, 1983 as Document No. 83-11893,

and

Part of the East 1/2 of the NW 1/4 of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the SW corner of the East 1/2 of the NW 1/4 of Section 25, thence N. 00°00'00" E. on an assumed bearing, along the West line of said East 1/2 of the NW 1/4 of Section 25, 504.02 feet to the true Point of Beginning, and said point also being the NW corner of North Pointe No. 1 recorded September 29, 1983 as Document No. 83-11893 in the Recorder's Office of McLean County; thence continuing N. 00°00'00" E., along said West line, 434.00 feet; thence N. 90°00'00" E. 458.93 feet; thence S. 21°05'15" W., 137.88 feet to a point on curve; thence Easterly along a curve to the right, convex to the north with a radius of 50.00 feet, and an initial tangent bearing S. 68°54'45"E., a distance of 21.99 feet to a point of tangency; thence S. 43°42'41"E., 305.00 feet; thence S. 46°17'19"W., 267.00 feet to the North line of aforesaid North Pointe No. 1; thence N. 43°42'41" W., along said North Line, 80.00 feet; thence S. 46°17'19"W., along said North Line, 87.14 feet; thence N. 49°09'10" W., along said North line, 174.46 feet; thence S. 90°00'00" W., along said North line, 195.00 feet to the Point of Beginning, containing 5.648 Acres, more or less, all situated within McLean County, Illinois,

which is to be platted as Lots 117 and 118 in North Pointe #2 Subdivision to the City of Bloomington, McLean County, Illinois.

EXHIBIT BDescription of Add-On Property

The W 1/2 of the W 1/2 of the NE 1/4 and the E 1/2 of the NW 1/4 of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois.

EXCEPT that part thereof described as follows: Beginning at a point on the north line of said Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, said point being 366 feet west of the Northeast Corner of said NW 1/4; from said Point of Beginning thence South 258 feet, along a line which is at right angles with said north line; thence West 200 feet, parallel with said north line; thence North 258 feet, along a line which is at right angles with said north line to a point on said north line; thence East 200 feet, along said north line, to the Point of Beginning

AND ALSO EXCEPT

Lots 101 through 116, inclusive in North Pointe No. 1 Subdivision, according to the Plat thereof recorded in the office of the Recorder of Deeds of McLean County on September 28, 1983 as Document No. 83-11893

AND ALSO EXCEPT

North Pointe No. 2 Subdivision, Bloomington, Illinois, described as follows: Part of the East 1/2 of the NW 1/4 of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the SW corner of the East 1/2 of the NW 1/4 of Section 25, thence N. 00°00'00" E. on an assumed bearing, along the West line of said East 1/2 of the NW 1/4 of Section 25, 504.02 feet to the true Point of Beginning, and said point also being the NW corner of North Pointe No. 1 recorded September 28, 1983 as Document No. 83-11893 in the Recorder's Office of McLean County; thence continuing N. 00°00'00" E., along said West line, 434.00 feet; thence N. 90°00'00" E. 458.93 feet; thence S. 21°05'15" W., 137.88 feet to a point on curve; thence Easterly along a curve to the right, convex to the north with a radius of 50.00 feet, and an initial tangent bearing S. 68°54'45" E., a distance of 21.99 feet to a point of tangency; thence S. 43°42'41" E., 305.00 feet; thence S. 46°17'19" W., 267.00 feet to the North line of aforesaid North Pointe No. 1; thence N. 43°42'41" W., along said North Line, 80.00 feet; thence S. 46°17'19" W., along said North Line, 87.14 feet; thence N. 49°09'10" W., along said North line, 174.46 feet; thence S. 90°00'00" W., along said North line, 195.00 feet to the Point of Beginning, containing 5.648 Acres, more or less, all situated within McLean County, Illinois.

EXHIBIT C

Vote Allocation Schedule

<u>Legal</u>	<u>Square Footage</u>	<u>Votes</u>
101 North Pointe #1	37,206	372
102 North Pointe #1	6,352	64
103 North Pointe #1	4,894	49
104 North Pointe #1	5,003	50
105 North Pointe #1	4,019	40
106 North Pointe #1	7,163	72
107 North Pointe #1	21,254	213
108 North Pointe #1	7,294	73
109 North Pointe #1	16,414	164
110 North Pointe #1	28,978	290
111 North Pointe #1	12,132	121
112 North Pointe #1	19,000	190
113 North Pointe #1	14,011	140
114 North Pointe #1	10,659	107
117 North Pointe #2	38,654	387
118 North Pointe #2	82,406	824
TOTAL THIS DECLARATION		3,156

EXHIBIT D

BY-LAWS
OF THE NORTH POINTE PROPERTY OWNERS ASSOCIATION

The administration of the North Pointe Property Owners Association (NPPOA), whether by a Board of Managers or a voluntary association of lot owners or Board of Directors of a not-for-profit corporation, shall be governed by the following by-laws:

- A. The lot owners shall form an association. Each unit owner shall automatically and without any other approval or consent be a member of the association. The Association shall constitute a "Master Association".
- B. The association shall have one class of membership.
- C. The first meeting of the North Pointe Property Owners Association shall take place not more than 60 days after 75% of the lots are in an ownership other than that of the developer or 3 years after the recording of the Declaration, whichever occurs first. In determining when 75% of the lots are in ownership other than that of the developer, the computation shall be made to exclude all lots constructed or under construction or property added pursuant to the add-on provisions of the North Pointe Declaration of Covenants & Restrictions.
- D. Annual meetings of the NPPOA other than the first such meeting shall be in June.
- E. A majority of the lot owners shall constitute a quorum for meetings of the association.
- F. Special meetings of the lot owners association shall be called by the President, Board of Managers/Directors, or 20% of the lot owners.
- G. Written notice of any NPPOA membership meeting shall be mailed or delivered, giving members no less than 10 or no more than 30 days notice of the time, place, and purpose of such meeting.
- H. Voting shall be on a percentage basis, and that the percentage vote to which each owner is entitled is the percentage interest set forth on the Vote Allocation Schedule attached to the North Pointe Declaration of Covenants and Restrictions.
- I. If a lot is owned as a condominium, the vote associated with that lot will be exercised by the unit owners in accordance with their respective ownership interest in the common elements of that condominium. As between multiple owners of a unit or lot other than a lot subject to the State's Condominium Property Act, the following provisions shall apply. If only one of the multiple owners of a lot is present at a meeting of the association, he is entitled to cast all the votes allocated to that lot. If more than one of the multiple owners are present, the votes allocated to that lot may be cast only by agreement of those present, or in the absence of agreement, according to the subsidiary owners' association vote allocation schedule. The Board

is entitled to find that there is majority agreement if any one of the multiple owners cast the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

J. The lot owner of an interest in real estate may vote by written proxy; such proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy, and that every proxy must bear the date of execution.

K. The affirmative vote of not less than two-thirds (2/3) of the votes of lot owners at a meeting duly called for that purpose shall be required for: (1) merger or consolidation of the association; or (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the association.

L. At the first meeting and at each annual meeting thereafter, the association shall elect nine (9) members as the Board of Managers to serve for two (2) years and until their successors are elected. Three members shall be elected by the owners of the low density housing, three by owners of medium density housing and three by the owners of high density housing, as those densities are depicted on the General Area Plan. If at the time the initial Board is elected, there is no property in one of the density classifications, then the initial Board shall be composed of six, rather than nine, members. Board members may be removed for cause by a vote of the Association, provided such vote receives majority support among the voting owners of each of the three density levels. The Board shall serve without compensation. Expenses may be reimbursed. Vacancies on the Board or among the officers shall be filled by a 2/3 vote of the remaining members of the Board, until the next meeting of owners or for a period terminating no later than 30 days following the filing of a petition signed by owners holding 20% of the votes of the association, requesting a meeting of the owners to fill the vacancy for the balance of the term, and that a meeting of the owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by owners holding 20% of the votes of the association requesting such a meeting. Vacancies shall be filled by the owner of the same density type as the person whose vacancy is being filled.

M. The Board shall have all powers and duties granted or imposed by law except such powers and duties reserved by law, the Declaration or these By-laws to the members of the Association.

N. Each lot owner and all unit owners shall receive, at least 30 days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget.

O. The Board of Managers shall annually supply to all lot owners and all unit owners an itemized accounting of the Association's expenses for the preceding year actually incurred and 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.

P. Each lot owner and unit owner shall receive notice, in the same manner as is provided in this Declaration or By-laws for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or

establishment of an assessment. If an adopted budget requires assessment against the lot or unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Managers, upon written petition by lot or unit owners, with 20 percent (20%) of the votes of the association or subsidiary owners' association affected, filed within 14 days of the Board action, shall call a meeting of the lot owners within 30 days of the date of filing of the petition to consider the budget; that unless a majority of the votes of the lot owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present, that in determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement for the Association's property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

Q. Meetings of the Board of Managers shall be open to any lot or unit owner, except for the portion of any meeting held: (1) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (2) to consider information regarding appointment, employment or dismissal of an employee, or (3) to discuss violations of rules and regulations of the association or a unit owner's unpaid share of common expenses; that any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner; that any unit owner may record the proceedings at meetings required to be open by this Act by tape, film or other means; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened, and that copies of notices shall be posted in entranceways, elevators or other conspicuous places on the property at least 48 hours prior to the meeting of the Board of Managers.

R. The Board shall meet at least four times annually and no member of the Board or officer shall be elected for a term of more than two years; but that officers and Board members may succeed themselves.

S. The President of the Board of Managers shall be authorized to mail and receive all notices and execute amendments to the North Pointe Property Owners Association Declaration and these by-laws.

T. A majority shall constitute a quorum of the Board.

U. A president shall be elected by the Board of Managers from among the Board of Managers, who shall preside over the meetings of the Board of Managers and of the Association.

V. A secretary shall be elected by the Board of Managers who shall keep the minutes of all meetings of the Board of Managers and of the Association and who shall, in general, perform all the duties incident to the office of secretary.

W. A treasurer shall be elected by the Board of Managers who shall keep the financial records and books of account and approve payment vouchers for maintenance, repair and replacement of the Association and books and records of any subsidiary owners' association.

X. The Board shall determine a method of estimating the amount of the annual budget and the manner of assessing and collecting from the lot owners their respective shares of such estimated minimum expenses, and any other expenses lawfully agreed upon.

Y. Upon a ten-day notice to NPPOA and payment of a reasonable fee, any lot owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments.

Z. The Board shall be responsible for the designation and removal of personnel necessary for the maintenance, repair and replacement of the common elements and to carry out the functions and responsibilities of the Association.

AA. The Board shall determine a method of adopting and of amending administrative rules and regulations governing the operation and use of the common elements.

BB. The affirmative vote of a majority of the lot owners shall be required to modify or amend the by-laws.

CC. The association shall have no authority to forebear the payment of assessments by any unit owner.

DD. When 30% or fewer of the lots, by number, possess over 50% in the aggregate of the votes in the association, any percentage vote of members specified herein shall require the specified percentage by number of lots rather than by percentage of interest in the Vote Allocation Schedule that would otherwise be applicable.

NPPOA

NORTH POINTE PROPERTY OWNERS ASSOCIATION

RULES AND REGULATIONS

The Rules and Regulations of the North Pointe Property Owners Association (“NPPOA”) are to be adopted by resolution of the Board of Directors/Managers of such Association and are intended to perpetuate the lake and common properties for their intended esthetic and recreational uses and to insure the full enjoyment of your home and its surroundings. These rules and regulations are not meant to be restrictive or infringe on the rights of individuals. Guest and Lessees are subject to the same rules and regulations as any homeowner. The laws and ordinances of the City of Bloomington, the County of McLean and the State of Illinois are fully applicable within the confines of the North Pointe Subdivision. Violations of local laws or ordinances should be immediately reported to the Bloomington Police Department by telephone.

There are three forms of ownership available in North Pointe—Condominium, Zero Lot Line Attached, and Zero Lot Line Detached.

“Condominium” owners purchase a living unit with an undivided interest in the common elements. You are a member of NPPOA as well as a member of your individual condominium association.

“Zero Lot Line Attached” owners purchase a lot on which their constructed living unit shares one or more party walls with adjacent living units. You are a member of the NPPOA and have certain collective maintenance responsibilities with the other unit owners in your building.

“Zero Lot Line Detached” owners purchase a lot and a self-contained free standing living unit. You are a member of the NPPOA and have certain additional individual maintenance rights and obligations with respect to your lot and unit.

Section 1 – Authority

The Board of Directors/Managers of the NPPOA shall adopt rules and regulations relating to the use and enjoyment of the lake and the common properties. The Board of Directors/Managers shall also have the authority to enact and enforce any emergency rule or regulation which is considered necessary to protect the property, preserve the privacy and the interest of the members of the NPPOA, or to protect and provide for the health, safety and general welfare of the members, guests or other users of the common properties, including the lake.

Section 2 – Lake

Absolutely no swimming shall be permitted in the lake. Fishing is permitted, but only by unit owners possessing current fishing license or permit. Neither ice fishing nor ice skating shall be permitted at any time. Only non-motorized boats are permitted on the lake and each person in a boat must wear a life vest. No one under the age of 14 shall be permitted to use a boat on the lake unless accompanied by an adult. Each boater assumes individual risk, responsibility for any accompanying minor, and acceptance of the fact that no lifeguard is present.

Section 3 – Common Properties Maintenance

The common properties maintenance, including grass and weed maintenance, lake and shoreline maintenance, and landscaping shall be performed by NPPOA. Homeowners should not give instructions to any maintenance personnel.

Section 4 – Yearly Assessment of Dues

The NPPOA yearly dues shall be assessed on or before January 1 of each year and shall be payable semiannually or as determined by the Board of Directors/Managers. The yearly assessment dues from each living unit are projected to provide the following services and expenditures:

1. Maintenance of lake, including shoreline protection, water quality control, weed control and fish restocking.
2. Maintenance of common properties grass, landscaping and insect control.
3. Public liability insurance for lake, common properties and NPPOA Board of Directors/Managers.
4. Real Estate taxes levied for lake and common properties, and any improvements thereon.
5. Any utility costs connected with the lake and common properties.
6. Audit, legal and other professional expenses.
7. Printing, mailing, office supplies and management fees.
8. Care and maintenance of berms, entrance walls, signage, and lighting, and all planting and landscaping appurtenant thereto.

Section 5 – Architectural Control Committee

The committee shall consist of three or more representatives. Vacancies are filled by the remaining Committee members. All changes, alterations, repairs and additions to any structure must first be reviewed and approved by the Architectural Control Committee. Any change or

alteration in landscaping, whether or not on common properties, must likewise first be approved by the Architectural Control Committee. Written requests must be submitted to the Architectural Control Committee a minimum of 30 days before construction is begun.

Section 6 – Exterior Building Maintenance, Repair and Replacement

All condominium and zero lot line attached dwelling and detached structure owners, or condo owners shall be responsible for their own exterior and interior maintenance repair and replacement.

Section 7 – Fire, Extended Coverage and Liability Coverage for Buildings

All fire and extended insurance coverages, along with liability coverage, for any condominium or zero lot line attached structure shall be covered under a master insurance policy provided by the NPPOA. The premium cost for this coverage shall be paid by each dwelling unit owner as a part of his monthly assessment fee required by his condominium or zero lot line attached unit ownership. Each zero lot line detached unit owner shall provide his own fire and extended insurance coverage, but may choose to be covered by the master policy provided by the NPPOA. Each owner of a living unit shall procure his own liability and contents insurance coverage.

Section 8 – Voting Rights in NPPOA

Each person (whether collectively as joint tenants or tenants in common) with an ownership interest in a lot is a member of NPPOA and has one vote for each 100 square feet of lot area, rounded to the nearest 100. If more than one person owns a lot, the vote is exercised in accordance with the percentage of ownership of the common elements (for a condominium) or in accordance with the covenants establishing the co-ownership (for zero lot line attached).

Section 9 – Board of Directors/Managers of NPPOA

The NPPOA Board of Directors/Managers shall consist of ten members, each serving for two years. Five members each are elected by owners of low and high density housing, (condominiums). Vacancies on the Board are filled by an owner of the same density type as the person whose vacancy is being filled. Vacancies may be filled by Board appointment for the remaining term of the vacancy being replaced. The Board shall meet at least four times annually.

Section 10 – General

1. All window washing is the responsibility of the individual unit owner or the individual Condominium Associations.
2. Firewood shall be stored only in garages or other enclosed areas.
3. Owners of recreation vehicles and trailers too large for storage in a garage should make appropriate arrangements for their storage elsewhere. They may not be parked on driveways, streets, commons elements or common properties.

4. Mini-bikes, trail bikes, snowmobiles and other non-licensed motorized vehicles are not to be driven on the commons area. Storage of these vehicles and their trailers must be in garages, not outside of units.
5. All boats must be stored in a garage or removed from the property. They cannot be stored on driveways, streets, common elements or on commons area.
6. Parking space for at least two vehicles has been provided for each unit. Permanent parking is not permitted on any street. Overnight parking, whether by residents or guests, must be in your own driveway or other designated parking areas.
7. Refuse must be stored indoors until 5:00 P.M. on the day before the day of pickup (City Law), and must be placed in plastic garbage containers, trash compactor bags or heavy duty plastic bags. All containers must be securely closed.
8. All pets must not cause a nuisance. No pets shall be allowed to run loose on any property, and in order to protect the landscaping, pets should be walked on leashes (City Law), in unlandscaped areas. Pet owners will be responsible for picking up after their animals.
9. No storage structure, play house, satellite dish, antennae, fence or other temporary or permanent structure shall be erected or maintained on any lot except with prior written approval of the Architectural Control Committee.
10. It will be the responsibility of any homeowner desiring to lease his unit to obtain approval of the lease form from the NPPOA Board of Directors/Managers. The lease must be executed by the proposed Lessee, and for a condominium unit being leased, must be submitted to the condominium Board of Directors/Managers for approval before the lessee can move in. All leases must be for a period of one year or longer and no subleases will be permitted.

Section 11 – Method for Changing or Adding Rules and Regulations

Any owner wishing to change or add a specific rule or regulation should make their request, in writing, to the NPPOA. If the owner is a member of a condominium, he must first submit his request in writing to his condominium's Board of Directors/Managers for their consideration, who will then in turn submit the request with their comments to the NPPOA. Request for rule changes or additions will be forwarded to the Rules and Regulations Committee of NPPOA, which may either reject it, amend it and/or submit it to the master Board for final action. The Rules and Regulations Committee may also initiate proposals for new rules and regulations or amendment of existing ones, for master Board and individual condominium Board approval.

