

SECOND AMENDED DECLARATION
OF COVENANTS AND RESTRICTIONS

NORTH POINTE AND ALL ADDITIONS TO NORTH POINTE

This Second Amended Declaration of Covenants and Restrictions of the North Pointe Property Owners Association is made and entered into by the existing Board of Managers ("Board") with the consent of at least two-thirds of the lot owners and hereby amends , the Declaration of Covenants and Restrictions-North Pointe Development, recorded on May 14, 1984 as Document No. 84-5732, as previously amended (the "Original Declaration"), as well as the First Amendment to The By-laws of The North Pointe Property Owners Association, recorded on September 7, 1989 as Document No. 89-13729.

WITNESSETH:

WHEREAS the Original Declaration was recorded prior to the completion of the residential subdivision known as North Pointe, and as a result, certain provisions are no longer necessary or inconsistent with the current configuration of the development.

WHEREAS this Amended Declaration is intended to include all properties, common properties, lots, and living units that comprise the Association.

WHEREAS the Original Declaration states that the Covenants and Restrictions run for twenty-five years from the date of recording and continue for ten-year periods thereafter, unless at least two-thirds of the owners of the lots sign and record an instrument to change the Covenants and Restrictions.

and

WHEREAS the undersigned, representing at least two-thirds of the owners subject to the Original Declaration, intend to adopt this Amended Declaration to establish deed restrictions and covenants that are more aligned with the current development.

WHEREAS Exhibit B includes the By-laws.

NOW, THEREFORE, the undersigned, in accordance with Article XII of the Original Declaration, hereby adopt this Amended Declaration as a comprehensive amendment. The provisions of the Amended Declaration shall replace those of the Original Declaration from the date of recording forward. The real property described herein and in Exhibit A shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens set forth herein (collectively referred to as "Covenants and Restrictions").

ARTICLE I

Definitions

Section 1. Definitions. The following words and terms, when used in this Declaration, have the following meanings:

- a) **Association:** North Pointe Property Owners Association (NPPOA) responsible for administering the Association through its Board of Directors.
- b) **Properties:** Refers to the property described in Exhibit A.
- c) **Common Properties:** Designated areas of land on recorded subdivision plats or acquired by the Association for the common use of property owners. Common Areas in condominiums or subsidiary owners' associations are not considered "Common Properties" under this Declaration.
- d) **Condominium:** Ownership structure where one or more lots and improvements are subject to the Illinois Condominium Property Act.
- e) **Lot:** An improved or unimproved plot of land shown on recorded final subdivision plats, excluding Common Properties. It does not include units in a condominium.
- f) **Living Unit:** Any portion of a building on the Properties designed for single-family residential use. This includes residential condominium units, townhouses in zero-lot line attached developments, and single-family detached structures.
- g) **Member:** Any person with an ownership interest in a lot.
- h) **Multi-family Structure:** A building containing two or more Living Units under one roof, excluding units situated on individual lots.
- i) **Owner:** The record owner(s) holding fee simple title to a Lot on the Properties. It does not include mortgagees unless they acquire title through foreclosure or similar proceedings. It also excludes lessees or tenants of an Owner.
- j) **Ownership interest in a lot:** The interest held by joint owners, tenants in common, joint tenants, co-owners of an undivided interest in a lot, or other persons constituting an owner, including those with contractual rights acquired through an Agreement for Deed or similar conveyance agreement.
- k) **Subsidiary Owners Association:** Any condominium association, lot owner's association, unit owner's association, or group of lot or unit owners collectively acting or obligated under this Declaration, excluding NPPOA.
- l) **Zero Lot Line Attached:** Construction and ownership format where one living unit on a lot is attached to one or more living units on separate lots by common walls (referred to as "townhouse").
- m) **Board of Directors:** Shall mean the governing board of the Association, also referred to as "Association or NPPOA Board" or "Board."

ARTICLE II

Property Subject to This Declaration: Additions Thereto

Section 1. Existing Property: The real property subject to this Amended Declaration is located in the City of Bloomington, County of McLean, and State of Illinois. The detailed description of the Property can be found in Exhibit A but includes all properties, common properties, lots, and living units that comprise the Association as originally documented in the following recorded declarations:

Document No. 83-11892,

Document No. 84-13245,

Document No. 85-5574,
Document No. 85-11769,
Document No. 86-5707,
Document No. 86-8999,
Document No. 86-9940,
Document No. 86-19842,
Document No. 87-5049, and
Document No. 87-10198

Section 2. Add-on Property: None.

Section 3. Other Additions: None.

Section 4. Amended Declaration: Refer to Article XII, Section 3 for information regarding the Amended Declaration.

Section 5. Mergers, Combinations, or Consolidations: In the event of a merger, combination, or consolidation of the Association with another association, the properties, rights, and obligations of the Association may be transferred to another surviving or consolidated association. Alternatively, the properties, rights, and obligations of another association may be added to the properties of the Association through a merger, combination, or consolidation. The surviving or consolidated association may administer the Covenants and Restrictions established by this Restated Declaration within the Property, along with the covenants and restrictions established on any other properties as one unified scheme. However, such merger, combination, or consolidation shall not affect any revocation, change, or addition to the Covenants and Restrictions established by this Restated Declaration within the Property, except as specified herein.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership: Every person who holds an ownership interest in a lot shall automatically become a Member of the Association, without any further action required.

Section 2. Associate Membership: Any person who is entitled to possession and occupancy of a Lot or Living Unit as a tenant or lessee of a Member may become an Associate Member of the Association. Associate Members have the privilege to use the Common Properties and facilities, subject to the Rules and Regulations of the Association.

Section 3. Voting Rights: Members of the Association have the right to vote, either in person or by proxy, as follows:

- a) For each property held in fee simple: one vote.
- b) In the case of multiple owners of a lot, such as tenants by the entirety, joint tenants, or tenants in common, the vote for that property shall be determined by

the co-owners among themselves. However, only one vote per property is allowed.

- c) In a condominium ownership structure, each living unit is entitled to one vote.

Section 4. Vote Allocation Schedule: None. Each property is allocated one vote, or in the case of condominiums, each living unit is allocated one vote.

Section 5. By-Laws: The Association is granted all necessary powers to fulfill its responsibilities as stated in this Declaration. The Association operates through an elected Board of Directors, as outlined in this Declaration and the By-laws provided in Exhibit B. The Association is granted the power to pass, adopt, amend, and enforce all Rules and Regulations as deemed necessary outlined in the By-laws.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Member's Easement of Enjoyment: Subject to the provisions of this Declaration and the Association's rules and regulations, every Member shall have the right and easement of enjoyment in the Common Properties. This easement is attached to and passes with the title to every Lot or interest therein.

Section 2. Title to Common Properties: The Association shall hold ownership of the Common Properties as designated on any recorded final subdivision plats as provided in Exhibit A.

Section 3. Extent of Members' Easements: The rights and easements of enjoyment granted herein are subject to the following:

- a) The Association has the right to suspend the enjoyment rights of any Member for unpaid assessments, ongoing infractions of rules and regulations, or as a penalty for prior infractions. It is understood that such suspension does not waive the Member's obligation to pay assessments or comply with the Association's rules and regulations; and
- b) The Association has the right to charge admission fees and other fees for the use of the Common Properties and any facilities within; and
- c) The Association has the right to dedicate or transfer all or part of the Common Properties to public or quasi-public entities, subject to conditions determined by the Association. However, any dedication or transfer of the majority of the common elements requires the approval of two-thirds of the votes cast. A certified copy of the resolution and the result of the vote shall be included in any instrument of dedication or transfer recorded in the Office of the McLean County Recorder of Deeds. This certificate serves as conclusive evidence of membership authorization.

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,

along with their heirs, executors, administrators, successors, and assigns, agree to pay the following to the Association:

- a) Annual Assessments
- b) Special Assessments
- c) Annual and special assessments of any subsidiary owner's association

Each person is considered to have consented to make these payments and agree to all the terms and provisions of this Declaration, regardless of whether such provisions were explicitly mentioned in the contract, deed, or other instrument used to acquire title. The annual and special assessments, along with any interest and collection costs as specified below, create a lien on the land, lot, and living unit against which each assessment is made. These assessments, along with any interest and collection costs, also constitute the personal obligation of the person or entity that held the ownership interest when the assessment became due. In the case of co-ownership of a lot or living unit, all co-owners share joint and several liability for the assessments.

Section 2. Purpose of Assessments:

- a) The Annual Assessments collected by the Association serve the following purposes:
 - Promote the health, safety, pleasure, and welfare of lot owners.
 - Cover costs and expenses related to the Association's operation, including maintenance and repair of facilities on the land and other common properties.
 - Provide services such as lawn care for the common areas.
 - Cover taxes and insurance premiums for the Common Properties.
 - Cover all other costs and expenses associated with the operation and administration of the Association and its facilities.
- b) The Special Assessments are specifically designated for the following purposes:
 - Cover the cost of capital improvements or extraordinary maintenance, repair, or replacement of the Common Areas and any related expenses.
- c) The annual dues, fees, assessments, and special assessments of any subsidiary owners' association are budgeted, assessed, and collected by the respective subsidiary owners' association.

Section 3. Budget Preparation:

- a) The Association's Role:
 - Annually, the Directors of the Association are responsible for preparing a budget that outlines the projected receipts and expenditures for the upcoming fiscal year. The budget should include:
 - i. The annual assessment of the Association per property shall be determined by the Board.
 - ii. Any special assessments of the Association per condominium living unit or per lot, which will be paid monthly with the option for repayment.

- The annual budget must be prepared and distributed to the owners of each property at least 30 days prior to its adoption.
- The Association Board must provide written notice, giving a minimum of 10 but not exceeding 30 days of any Association Board meeting where the proposed annual budget will be adopted, increased, or new assessments will be established.
- At the end of each fiscal year, the Association Board will provide an itemized accounting of the previous year's receipts and disbursements to the owners of each property. This accounting will include a breakdown of amounts collected by account, any excess or deficit in each account, and the amount of reserves held in each account.

Section 4. Period for Which Annual Assessments are Made: The Annual Assessments for the Association and all subsidiary owners' associations cover a twelve-month period from January 1st to the next succeeding December 31st.

Each Annual Assessment becomes due on the first day of March following the start of the Annual Assessment period and must be paid on or before that date.

Section 5. List of Assessments, Notice of Assessment, Certificate as to Payment:

The Board of Directors of the Association, in relation to the Association, will prepare a list of properties and their respective assessments at least thirty (30) days before the assessment due date. This list will be organized in alphabetical order based on the names of the Owners and will be retained by Association. Upon request, any lot owner or owner of an interest therein can inspect this list.

Upon request from an Owner liable for an assessment or the mortgagee of the Owner's premises, the Association will provide a written certificate signed by an officer of the Association. This certificate will indicate whether the assessment has been paid or not. The certificate will serve as conclusive evidence of payment for any assessments mentioned within it.

Section 6. Effect of Non-Payment of Assessment: If assessments are not paid promptly on the due date, they will automatically become delinquent. The delinquent assessment, along with any accrued interest and collection costs, will create a continuing lien on the property against which it was levied. This lien will bind the property in the possession of the current Owner, as well as their heirs, executors, devisees, personal representatives, successors, and assigns.

However, the personal obligation to pay the assessment remains with the current Owner and does not automatically transfer to their successors in title unless expressly assumed by them.

If the assessment remains unpaid for thirty (30) days after the due date, on the discretion of the Board, the Association has the right to enforce and collect the assessment, along with interest at a rate of twenty percent (20%) per annum. This can be done through legal action taken against the Owner(s) personally obligated to pay the assessment, or by initiating an action to foreclose the lien against the property. The Association is entitled to add the costs of preparing and filing the complaint in such an

action to the amount of the assessment and interest. If a judgment is obtained, it will include the assessment, interest, court costs, and attorney's fees.

Section 7. Exempt Property: The assessments, charges, and liens created by this Declaration shall not apply to the following property subject to this Declaration:

- a) All Common Properties, as defined in Section 1 of Article I of this Declaration, are exempt from assessments, charges, and liens.

ARTICLE VI

Architectural Control Committee

Section 1. Creation: The Association Board shall establish an Architectural Control Committee, which will consist of three members appointed by the Association Board.

Section 2. Vacancies: The Architectural Control Committee will be self-perpetuating, meaning that any vacancies that arise will be filled by the remaining members of the committee. The committee may also choose to act through a designated agent, who can be appointed and revoked by written instrument. Any such appointment or revocation will be recorded in the office of the McLean County Recorder of Deeds.

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

- a) No construction, erection, planting, or removal of any structure, including buildings, dwellings, walls, fences, above or in-ground swimming pools, sidewalks, driveways, tents, awnings, storage buildings, or any excavation shall take place on the Properties without first submitting plans and specifications to the Architectural Control Committee. The submitted plans and specifications should include details such as the nature, species, kind, shape, height, color, materials, and location. The Architectural Control Committee will review and approve these plans based on their external design and compatibility with the surrounding structures and topography.
- b) When approving or disapproving a Member's proposal, the Architectural Control Committee will consider the following factors:
 - Conformance with this Restated Declaration.
 - Compatibility with the existing and proposed use of neighboring properties.
 - Enhancement of the overall quality of the North Pointe development.

If the Committee fails to approve or disapprove a proposal within forty-five (45) days after the submission, or if no legal action to prevent the construction, alteration, or change has been initiated within thirty (30) days of completion, approval will not be required, and the provisions of this Section will be deemed waived for that particular structure, addition, alteration, or change.

- c) Upon request, the Architectural Control Committee will issue a certificate of completion, compliance, or approval following its decision on the submitted proposal.

- d) Approval of plans and specifications by the Architectural Control Committee does not imply a waiver of their right to withhold approval for similar features or elements in subsequent submissions. The Committee, its members, the Association, subsidiary owners' associations, or the current property owner shall not be held responsible or liable for any loss, damage, error, or defect in plans, specifications, grading, planting, or any other approved matter related to buildings, structures, or work done, whether or not approved by the Committee or the Association.
- e) Any title company or person certifying, guaranteeing, or insuring title to any building site, lot, or parcel within the property shall be justified in relying on the contents of a certificate signed by a member of the Architectural Control Committee or its appointed agent. Such a certificate shall provide full protection to any purchaser or encumbrance acting in good faith based on it.

ARTICLE VII

Exterior Maintenance

Section 1. The Common Properties: The Association will utilize annual and special assessments collected pursuant to Article V to provide for the care and maintenance of the Common Properties. This care and maintenance includes, but is not limited to, the following:

- a) Lawn care on the Common Properties
- b) Snow removal on designated walks within the Common Properties.
- c) Maintenance and repair of the lake.
- d) Landscaping maintenance and replacement on the Common Properties.
- e) Payment of real estate taxes and special assessments, if applicable.
- f) Casualty and liability insurance on the Common Properties.
- g) Utility fees and charges incurred by the Association.
- h) Management fees and charges.
- i) Care and maintenance of the berm, entrance wall, entrance signage, entrance lighting, and associated landscaping. The owner reserves an easement granting the Association the right to perform maintenance and repair on the mentioned structures, as well as restricting subsequent owners from altering or removing the berm, wall, signage, lighting, or landscaping. The legal description of the extent of this easement and restriction is as follows:
 - The south 6' of Lots 101 and 109-113 in North Pointe No. 1.
 - The West 20' of Lots 108 and 109 in North Pointe No. 1.
 - The east 20' of Lot 101 in North Pointe No. 1.

Section 2. The Lots: The care and maintenance of the lots, unless otherwise specified, shall be the individual responsibility of the owners. Owners may also choose to collectively manage the care and maintenance of the lots through subsidiary owners' associations or by purchasing services from the Association.

Section 3. Privately Owned Improvements: The owner of any buildings or structures that are not part of the Common Properties shall be responsible for insuring, maintaining, repairing, and replacing those improvements.

Section 4. Necessary Exterior Repairs by Association Occasioned by Member's Neglect: By accepting a deed or title as a devisee or heir, every owner of a lot or interest therein agrees to maintain their property, including buildings, structures, grass, shrubs, trees, driveways, walks, and fences, in good repair, safe, neat, and attractive condition. If an owner neglects to maintain their property and, in the judgment of the Association's Board of Directors or the Architectural Control Committee, the condition becomes unsightly and adversely affects neighboring properties or poses a hazard, notice will be given to the owner demanding that the condition be rectified within seven (7) days.

If the owner does not address the condition within the given period, the Association's Board or Committee may take necessary actions to rectify the condition. The cost of such work will be assessed against the respective lot or condominium living unit and added to the annual maintenance assessment or charge outlined in Article V. This assessment will become a lien on the property and an obligation of the owner as provided in Article V. Payment for the work performed under this section will be due upon presentation of the invoice to the owner. Failure to pay within ten (10) days promptly and fully from the invoice date will result in the Association, Board, or Committee charging interest at a rate of twenty percent (20%) on the amount due. This interest will also be a lien on the property and a personal obligation of the owner, subject to collection as other delinquent assessments.

ARTICLE VIII

Miscellaneous Services Authorized

Section 1. The Association, at its expense, is responsible for maintaining and providing services for the benefit of the Properties and the lot and condominium owners. The Association may offer various services determined by the Board of Directors through resolutions, which may include but are not limited to:

- a) Repair, maintenance, replacement, or enhancement of ornamental features or amenities that provide aesthetic pleasure and enjoyment to the Members.
- b) Bookkeeping, accounting, billing, and collection services as outlined in this Declaration.
- c) Employment and compensation of qualified personnel to provide necessary services as deemed necessary or desirable by the Association or its Board.
- d) Provision, equipment, maintenance, and operation of the Common Properties owned or obtained by the Association, or those under the Association's possession, custody, control, or leasehold interest.

ARTICLE IX

Covenants and Use Restrictions Applicable to all Properties

Section 1. Covenants and Use Restrictions. Except as otherwise provided in Article X regarding zero lot line attached living units, the following covenants and restrictions apply to all properties:

- a) **Living Unit Quality and Size:** The intention is that living units meet standards of good quality and workmanship, using materials that are at least as good as those available at the time these covenants were recorded. The minimum permitted living unit size is 1,000 square feet for a condominium unit and 1,200 square feet for any other living unit.
- b) **Building Location:** Structures must comply 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 temporary structures such as trailers, basements, tents, shacks, garages, or other buildings shall be used as a residence on any lot, either temporarily or permanently.
- d) **Signs:** Only one professional sign of no more than one square foot and/or one sign of no more than three square feet advertising the property for sale or rent shall be displayed to the public view on any lot.
- e) **Yard Encroachments:** No storage structure, garage, or other temporary or permanent structure may be erected or maintained on any lot without prior written approval from the Architectural Control Committee.
- f) **Nuisances:** No noxious or offensive activities shall be carried out on any lot, nor shall any activity be conducted that may become an annoyance or nuisance to the neighborhood. Pets shall not be kept outside the building on any lot unless within a fenced enclosure.
- g) **Livestock and Poultry:** No animals, livestock, or poultry shall be raised, bred, or kept on any lot or in any living unit, except for a maximum of two dogs, cats, or other household pets. They should not be kept, bred, or maintained for any commercial purpose.
- h) **Garbage and Refuse Disposal:** No property should not be used as dumping grounds for rubbish. Trash, garbage, or other waste should be kept in sanitary containers, and all equipment for storage and disposal must be maintained in a clean and sanitary condition.
- i) **Parking:**
 - 1. Two off-street automobile spaces must be provided and maintained per living unit.
 - 2. Overnight parking on the streets of the development is prohibited for trailers, semi-trucks, recreational vehicles, boats, or other motor vehicles, except passenger vehicles, for more than one night. On any lot, parking of trailers, semi-trucks, recreational vehicles, or other motor vehicles, except passenger vehicles, is limited to twenty-four hours unless parked in a garage or suitable shelter. The City of Bloomington has the authority to enforce this covenant.

- j) **Utilities:** All public or quasi-public utilities, including telephone, electrical, cable television, gas, water, sanitary sewer, and storm sewer, must be located underground.
- k) **Short-term lease or rent:** No lot, unit, property, condominium, or residence may have a resident, other than the owner, who is under terms of a lease or rent agreement unless such agreement is approved by the NPPOA Board of Directors and is for a minimum of one year. Subleases are not permitted. Short-term rentals, leases, or occupancy of any kind, such as VRBO, Airbnb, and halfway houses are prohibited.

ARTICLE X

Section 1. Covenants and Use Restrictions Applicable to Lots Improved with Zero Lot Line Attached Housing.

- a) General. These covenants and use restrictions apply to any property used or developed for Zero lot line attached housing.
- b) Definitions: For the purposes of this Article, the following shall apply:
 - 1. Dwelling parcel: Any property where a Zero lot line attached living unit is proposed or built.
 - 2. Dwelling structure: A complete building consisting of two or more living units, constructed as a Zero lot line attached townhouse structure, spanning multiple lots.
 - 3. Living unit: The portion of each dwelling structure situated on a specific lot.
- c) Easements.
 - 1. Utilities:
 - i. The lots covered by this Article are subject to recorded utility easements.
 - ii. Unless otherwise specified, there will be a 10-foot-wide utility easement from each dwelling structure to the public right-of-way, centered on the initially installed utility. This easement benefits the City of Bloomington, utility company, association, subsidiary owners' association, and other living unit owners on the respective lot(s) where the easement extends.
 - iii. Unless otherwise specified, there will be a 10-foot-wide easement extending from the previous utility easement described in the previous paragraph, beneath the dwelling structure to each living unit. This easement benefits the City of Bloomington, utility company, association, subsidiary owners' association, and other living unit owners on the respective lot(s) where the easement extends.
 - iv. Anyone using the utility easements granted here must exercise reasonable care during installation, maintenance, and repair. They are also responsible for restoring any landscape or improvement damages to the original condition at the time of occupancy.

2. For Encroachments: If any part of a living unit or lot encroaches or later encroaches upon another living unit or lot due to construction, settlement, shifting of buildings, or design/construction of any living units, or if ducts/conduits serving multiple living units encroach or later encroach upon another living unit or lot, valid easements will be established for the use and maintenance of the encroachment as long as the building containing the encroachment remains standing. However, no valid easement will be created in favor of an owner if the encroachment is a result of their willful conduct. Easements will be granted for the installation, operation, maintenance, repair, and replacement of pipes, wires, ducts, conduits, public utility lines, or structural components running through unit walls, regardless of whether these walls are within the unit boundaries or lot lines.

d) Use and Occupancy Restrictions:

1. Development Standards:

- i. A dwelling structure cannot have more than six living units or be longer than 150 feet.
 - ii. A dwelling parcel must be at least 2,400 square feet.
 - iii. Interior lot widths must be a minimum of 24 feet.
 - iv. For Zero Lot Line Attached Lots, no side yards are required for interior lots. Exterior lots must have a side yard of at least six feet and a minimum distance of twelve feet between structures. Corner lots must have a front yard of at least twenty-five feet on each frontage.
 - v. For Zero Lot Line Attached Lots, there must be a rear yard of thirty-five feet. If the rear yard does not border a public right-of-way, dedicated open space, or land designated for park and recreational use, an unobstructed easement of five feet must be provided for emergency vehicle access and adjacent owner ingress and egress. If the rear property does not consist of land designated for park and recreational use and does not provide a similar easement, an unobstructed easement of ten feet is required across the rear of the lot.
 - vi. No accessory building structures or uses, including detached garages, are permitted on any dwelling parcel.
 - vii. Parking on dwelling parcels must comply with the City of Bloomington codes, unless otherwise stated in the Annexation Agreement.
 - viii. All development on Zero Lot Line Attached Lots must adhere to the City of Bloomington Subdivision Code, unless otherwise specified in the Annexation Agreement.
2. Interior Maintenance and Repair: Each owner of a living unit is responsible for the maintenance and repair of their respective unit unless it is specifically designated as a collective responsibility of the building structure owners. This includes all interior maintenance tasks, which are the sole responsibility of the dwelling unit owner.
 3. Exterior Appearance: The owner of a dwelling unit cannot make changes to the exterior appearance of their unit without the prior approval of the majority

of dwelling unit owners in the same structure and the Architectural Control Committee.

4. Lawn Care: The lot owner is responsible for basic lawn maintenance and snow removal. This can be done individually by the lot owner, collectively by the subsidiary owners' association, or through the purchase of services from NPPOA.
 5. Short-term lease or rent: No lot, unit, property, condominium, or residence may have a resident, other than the owner, who is under terms of a lease or rent agreement unless such agreement is approved by the NPPOA Board of Directors and is for a minimum of one year. Subleases are not permitted. Short-term rentals, leases, or occupancy of any kind, such as VRBO, Airbnb, and halfway houses are prohibited.
- e) Party Walls: Any dividing walls that straddle a boundary line between lots and are partially on one lot and partially on another, as well as walls serving multiple living units, are considered party walls. Owners of lots where these party walls stand have the right to use the wall below and above the ground surface, along the entire length, for the support of their dwelling unit and any replacement buildings or structures. They also have the right to maintain or replace pipes, ducts, or conduits originally located on the wall, subject to the following restrictions:
1. No owner or successor in interest has the right to extend the party wall in terms of length, height, or thickness, or to extend any fence, wall, or barricade as an extension of the party wall.
 2. No owner shall take any action that disturbs another owner's right to use the party wall.
 3. If a party wall is damaged or destroyed by fire or other casualty, the owner of a dwelling unit adjacent to the wall has the right to repair or rebuild it. All owners of dwelling units adjacent to the wall are responsible for their proportionate share of the repair or rebuilding costs. The repairs or rebuilding must be done in a reasonable time, with quality materials comparable to the original wall, and in compliance with relevant building laws or ordinances. The rebuilt wall should be in the same location, on the same line, and of the same size as the original wall, unless authorized otherwise by the Architectural Control Committee.
 4. Despite the provisions mentioned above, the owner of a living unit or any other interested party retains the right to seek a larger contribution from another party under applicable laws regarding liability for negligent or willful acts or omissions.
- f) Obligation to Rebuild.
1. In the event of damage or destruction, whether caused by fire or other casualty, to any living unit or a portion thereof, the owner(s) of such unit(s) shall promptly and diligently repair or rebuild the affected area. The repair or

reconstruction work shall be done in a professional manner using materials comparable to those originally used, and in full compliance with all applicable building laws and ordinances in effect at the time of repair or reconstruction. The exterior of the rebuilt living unit(s) should closely resemble and conform to the architectural design of the existing living unit(s) within the same dwelling structure that are not required to be rebuilt. Plans for the reconstruction must be submitted to and approved by the Architectural Control Committee. In the case of total or significant destruction of all living units within a dwelling structure, the architectural design and materials for the exterior of the rebuilt structure will be subject to approval by the Architectural Control Committee.

2. If an owner fails to perform the necessary repairs or rebuilding within a reasonable time after the damage or destruction mentioned in subparagraph (f)1 of this Article X, the Association, applicable subsidiary owners' association, remaining dwelling structure owners, or any unit owner in the structure may, in accordance with this covenant, arrange for the repair or reconstruction to be carried out by approved firms, laborers, or material suppliers. The entity performing the work will have a lien on the living unit and lot where the repairs or rebuilding were done, for the total cost of the work incurred, including:
 - i. The cost of the repairs or rebuilding.
 - ii. Interest at the prime rate of a lending institution operating in McLean County, Illinois, from the date of payment of the costs.
 - iii. Reasonable attorney's fees, court costs, or other expenses incurred in connection with the repairs or rebuilding. This lien will be binding on the owner of the repaired or rebuilt unit, as well as their heirs, devisees, personal representatives, grantees, and assigns. If the owner fails to promptly make full payment of the claims, the entity responsible for the repairs or rebuilding will have the right to foreclose the lien in accordance with Illinois law. However, this lien will be subordinate to any prior trust deed, mortgage, or mortgages on the dwelling parcel that existed before the repairs or rebuilding were carried out.
- g) Common Obligations and Expenses: The owners of all living units in a dwelling structure are responsible for the following obligations:
 1. Utility Maintenance Responsibility:
 - i. Water: Each living unit must have a separate private water service connected to a public main. The maintenance responsibility for the water service lies with the owners of the living units. The City of Bloomington has the authority to enforce this covenant.
 - ii. Sanitary Sewer/Wastewater Pipe: The maintenance responsibility for the sanitary sewer/wastewater pipe within each living unit lies with the

living unit owners. However, for the portion of the pipe outside of the living unit and connected to the public sanitary sewer, the maintenance responsibility is a joint obligation of all the owners of the living units within the dwelling structure. The City of Bloomington has the authority to enforce this covenant.

2. Insurance: Every owner of a living unit, along with the other unit owners within a dwelling structure, must collectively agree to pay for insurance that covers the full insurable replacement cost of the structure against fire and other casualties. All owners and their respective mortgagees should be listed as insured parties on the policy. If a unit owner fails or refuses to pay their share of the insurance cost, the remaining owners of living units in the structure and the applicable subsidiary owners' association have the right to pay on their behalf. In such cases, they will have a lien and legal recourse against the defaulting party, including interest, costs, and expenses.
 - i. If a single insurance policy is not available, each owner must maintain full insurance coverage for their own living unit, covering the full insurable replacement cost and providing the same coverage as mentioned above. The other units within the dwelling structure should be named as additional insured parties on the policy to ensure funds are available in cases where an owner neglects or refuses to repair or rebuild after a fire or casualty loss. If requested by another owner in the same structure, each owner must provide a certificate of insurance coverage, evidence of premium payment, and confirmation that the policy is in effect.
 - ii. Each owner of a living unit must obtain liability and contents insurance coverage for their own unit. No actions or items should be present in any living unit that would increase the premium rate of insurance for the residential use of the dwelling structure. Additionally, no lot owner should allow anything on their premises that could lead to the cancellation of insurance on the building structure or any part of it, or that could violate any laws.
3. Exterior Maintenance: The collective responsibility of the owners includes performing exterior maintenance tasks. These tasks encompass painting, repairing, or replacing exterior walls, foundations, roofs, gutters, downspouts, common sanitary sewers, and any other necessary repair, care, or maintenance of the dwelling structure.
4. Procedure for Fulfilling Common Maintenance Obligations.
 - i. To make decisions regarding collective exterior maintenance, repair, rebuilding, insurance coverage, common sanitary sewer maintenance, and other common obligations outlined in this document, each owner of a dwelling parcel/lot that is part of a dwelling structure will have one vote. For example, in a structure with an odd number of units, the

respective owner will have one vote. In a structure with an even number of units where owners cannot agree, they will collectively select an additional person to participate in the decision-making process. If they cannot agree on the additional person, any McLean County Circuit or Associate Judge will make the selection.

- ii. Emergency repair - In the event of a plugging, stoppage, or obstruction of the common sanitary sewer line, catastrophic damage to a living unit, or any condition that poses an immediate threat to life, health, or property, the owner of the affected dwelling unit should notify other unit owners within the same structure if reasonably possible. However, if immediate corrective action is necessary, any unit owner has the authority to engage the necessary services to address the issue, such as removing the obstruction in the common sanitary sewer line, making the property weatherproof, or taking other actions to preserve life and property.

h) Assessments for Common Expenses.

- 1. A provision for annual assessments, which may include a reserve for anticipated maintenance expenses, as well as special assessments for emergency repairs or maintenance, will be determined by a vote of the living unit owners within each dwelling structure. The purpose, amount, and method of payment of such assessments will be decided by a majority vote and will be documented in writing. If requested by any living unit owner and upon payment of a fee, the owner(s) of the remaining units within the dwelling structure, or the Association on their behalf, agree to provide a written agreement or certificate detailing the status of any assessments owed by that particular dwelling unit.
- 2. The obligation for assessments, both annual and special, between living unit owners within a dwelling structure shall be specifically enforceable.

i) Enforceability of Zero Lot Line Attached Covenants: If a living unit owner fails to fulfill any obligations outlined in this Article, the remaining unit owner(s) within the same dwelling structure, any subsidiary owners' association, and the Association have the right to take action to enforce the obligation in the following manner:

- 1. A written notice will be provided to the alleged defaulting unit owner, specifying the nature of the alleged default.
- 2. If the alleged defaulting owner does not take appropriate measures to rectify the default, or if the owner fails to respond with valid reasons for their actions or omissions, the Association, subsidiary owner's association, or the remaining dwelling unit owner(s) within the dwelling structure have the authority to address and remedy the alleged defaults. They may also seek to recover the costs incurred, as specified in other sections of these Covenants. In cases where the alleged default requires immediate action, the notice period may be shortened to a minimum of five (5) days,

- provided that the notice is personally delivered, and the specified time period is clearly indicated.
3. Notices under these Covenants must be given either by personal delivery or by certified mail, with return receipt requested, through the U.S. Mail. The notice should be sent to the address of the party being notified, with postage prepaid.
 4. If the Association, subsidiary owners' association, or a dwelling unit owner performs or arranges for work to be done on another owner's unit as required by these Covenants due to the owner's failure to fulfill their obligations, the entity responsible for the work must keep written records, invoices, and similar documentation regarding the costs of materials, labor, and other expenses incurred for the repair work. They must provide the defaulting unit owner with copies of this information and written evidence of payment in order to seek reimbursement. The entity performing or arranging for such remedial work is entitled to reimbursement as specified in these Covenants.
 5. Enforcement of these Covenants may be pursued through legal or equitable proceedings against any individual or individuals who violate or attempt to violate any covenant. Such proceedings may seek to either restrain the violation or recover damages.
 6. Lots and units owned by the Association are exempt from the dues, fees, assessments, and other obligations specified in this Article.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration: These Covenants and Restrictions will apply to all land included in the Properties and will be binding for a period of 25 years from the date this Restated Declaration is recorded in the office of the McLean County Recorder of Deeds. After this initial period, the Covenants and Restrictions will be automatically extended for successive periods of 10 years each, unless at least two-thirds of the Owners agree to change them.

Section 2. Notice: Any required notice to a Member or Owner will be considered properly sent when mailed by regular post, with prepaid postage, to the last known post office address of the Member or Owner according to the Association's records. Notice to one co-owner will be considered notice to all co-owners. It is the responsibility of every Member to promptly inform the Association's Secretary in writing of any change of address.

Section 3. Amendment: These covenants can be amended by the agreement of two-thirds (2/3) of the owners of properties. Any amendment must be in writing and recorded in the office of the McLean County Recorder of Deeds.

Section 4. Enforcement: These Covenants and Restrictions can be enforced through appropriate legal or equitable proceedings in any court or administrative tribunal with jurisdiction. Such enforcement can be pursued against any person, firm, or corporation that violates or attempts to violate or circumvent these Covenants and Restrictions.

Legal action may seek an injunction to prevent violations, recover damages, enforce liens, or use any other lawful remedy. The failure to enforce any covenant or restriction does not waive the right to enforce it in the future. The City of Bloomington has the right, but not the obligation, to initiate legal proceedings to enforce these Covenants.

Section 5. Severability: If any covenant, restriction, article, section, subsection, sentence, clause, phrase, or term of this Declaration is declared void, invalid, illegal, or unenforceable for any reason by a court or tribunal with jurisdiction, it will not affect the validity or enforceability of the other provisions. The remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date first written above.

NORTH POINTE PROPERTY OWNERS' ASSOCIATION BOARD MEMBERS

NAME: Jim Cantrell

POSITION: President

ADDRESS: 3 Gulf Pointe Ct

SIGNATURE: _____

NAME: Carl Franklin

POSITION: Treasurer

ADDRESS: 7 Bay Pointe Drive

SIGNATURE: _____

NAME: Sean Collins

POSITION: Secretary

ADDRESS: 37 Harbor Pointe Circle

SIGNATURE: _____

NAME: Bob Starkovich

POSITION: Board Member

ADDRESS: 115 Shorewood Drive

SIGNATURE: _____

NAME: Ben Rhodes

POSITION: Board Member

ADDRESS: 11 Lake Pointe Ct

SIGNATURE: _____

NAME: Bill Hurd

POSITION: Board Member

ADDRESS: 115 Shorewood Drive

SIGNATURE: _____

NAME: Nancy Smith

POSITION: Board Member

ADDRESS: 309 Lake Shore Circle

SIGNATURE: _____

NAME: Lara Davis

POSITION: Board Member

ADDRESS: 201 Beacon Circle

SIGNATURE: _____

NAME: Scott Zurek

POSITION: Board Member

ADDRESS: 605 Lake Shore Drive

SIGNATURE: _____

NAME: Jackie Schmidt

POSITION: Board Member

ADDRESS: 2314 Northpointe Drive

SIGNATURE: _____