

**DECLARATION OF BUILDING RESTRICTIONS
AND RESTRICTIVE COVENANTS
FOR NORTHPOINTE SUBDIVISION PLAT NO. 1**

Know all men by these presents that the undersigned, **BRADY NORTHPOINTE, LLC**, ("Developer"), being the owner of all of the following-described real estate:

Part of the Northwest Quarter of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian described more particularly as follows: Commencing at an iron pipe marking the West one quarter corner of the aforementioned Section 1, thence North 89 degrees 22 minutes 15 seconds East along the Quarter Section line a distance of 1158.86 feet to an iron pin, thence North 01 degrees 10 minutes 23 seconds West a distance of 1972.85 feet to an iron pipe marking the true point of beginning, thence continuing North 01 degrees 10 minutes 23 seconds West a distance of 670.00 feet to an iron pin on the Section line, thence North 89 degrees 26 minutes 11 seconds East along the Section line a distance of 1235.25 feet to an iron pipe over a stone marking the Northwest corner of Foxx Creek Estates, thence South 01 degrees 18 minutes 58 seconds East along the West line of Foxx Creek Estates a distance of 1029.83 feet to a mag nail, thence South 89 degrees 20 minutes 02 seconds West a distance of 456.75 feet to an iron pipe, thence North 75 degrees 33 minutes 00 seconds West a distance of 80.54 feet to an iron pipe, thence South 89 degrees 20 minutes 02 seconds West a distance of 170.00 feet to a mag nail, thence North 00 degrees 39 minutes 58 seconds West a distance of 155.99 feet to an iron pipe, thence North 10 degrees 01 minutes 47 seconds West a distance of 50.67 feet to an iron pipe, thence North 00 degrees 39 minutes 58 seconds West a distance of 134.99 feet to a mag nail, thence South 89 degrees 20 minutes 02 seconds West a distance of 528.26 feet to the true point of beginning. Said parcel contains 24.747 acres, more or less, all in the County of Sangamon, State of Illinois. Basis of bearing is North 89 degrees 22 minutes 15 seconds East along the Quarter Section line.

Excepting from the above-described Property, that portion thereof which is or will be described as Lot 1 in the final recorded plat of Northpointe Subdivision, Plat No. 1, Chatham, Illinois, which said Lot 1 will be governed by a Declaration of Condominium Ownership.

(The above-described real estate is hereinafter referred to as "the Property".) The Property, after the recording of Northpointe Subdivision, Plat I will consist of all the lots in said Subdivision, except for Lot 1 thereof, and being desirous of subjecting the Property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with the Property and each and every parcel thereof, and shall apply to and bind the undersigned, its successors and assigns, hereby declares that the Property is held and shall be transferred, sold and conveyed subject to the following restrictions, covenants, reservations and charges, which are intended to insure the best use and most appropriate development and improvement of each lot; to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their Property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each lot; and in general to provide adequately for a high-type and quality of improvement on the Property and thereby enhance the values of investments made by purchasers of the lots therein. Said restrictions, covenants, reservations and charges are as follows and shall be deemed to be covenants running with the land:

1. No lot shall be used other than for residential purposes. No building shall be erected, altered, placed or permitted to remain on Lots 2 through 31, inclusive, other than one single-family dwelling. In regard to Lots 47 through 50, either a single-family residence or a duplex residential structure is permitted. On lots upon which a duplex residential structure is permitted, each unit of the duplex shall be considered a building unit. Said building units on duplex lots, in addition to the restrictions set forth herein, will also be subject either to the terms, conditions and provisions of a condominium declaration affecting the two units of a duplex residential structure built on such lots or the provisions of a party wall agreement affecting said units.

2. Each single family residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 1,300 square feet for a one-story dwelling; or a ground floor area of not less than 800 square feet and a total floor area of not less than 1,600 square feet for a two-story dwelling; or a ground floor area of not less than 900 square feet and a total floor area of not less than 1,600 square feet for a one and one-half story dwelling. In regard to a duplex residential structure, each unit thereof shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 1,200 square feet for a one-story dwelling or a ground floor area of not less than 950 square feet and a total area of not less than 1,450 square feet for a dwelling of more than one story.

3. No lots shall have driveway access to Savannah Road. Each residence shall be improved with either a two-car or three-car garage attached to the residence. Each garage shall have a paved concrete driveway from the garage to the street. All residences shall have basements or crawlspaces and no construction shall be allowed on slabs. No detached buildings or outbuildings shall be permitted in the subdivision. No surplus dirt shall be removed from the subdivision and all surplus dirt arising from construction shall be disposed of in accordance with Developer's instructions.

4. There shall be no judicial partition of any lot. No lot owner, or any other person acquiring any interest in a lot, shall have the right to subdivide a numbered lot on the Plat without the written consent of the Developer or Northpointe Homeowner's Association, (hereinafter, "the Homeowner's Association"), if the Homeowner's Association has been formed. Owners shall have the right to consolidate lots. This

restriction shall not prohibit the separate ownership of each unit of a duplex residential structure either as a condominium unit or as a zero lot line structure with a party wall.

5. No building shall be erected, driveway or fence constructed or swimming pool installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Said gradelines shall be in conformity with the adjacent building sites and shall not interfere with the drainage from adjoining building sites. No fence or wall shall be erected, placed or altered on any building site nearer to any street line than the minimum building setback as allowed by the zoning ordinances of the Village of Chatham. No fence shall be in excess of six feet in height or the maximum fence height allowed by the zoning ordinances of the Village of Chatham, whichever height is less. The Architectural Control Committee is composed of Bob Brady and Dean Graven. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall, within 30 days of such vacancy, designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval shall be in writing. In the event the members of said Committee or the representative or successors fail to approve or disapprove such design or location within 30 days after building plans, specifications and plot plan have been submitted to them, such approval shall not be required, and this covenant shall be deemed to be fully met. All submissions shall be sent to Brady Northpointe, LLC, c/o Bob Brady, 2201 Eastland Drive, Suite 4, Bloomington, Illinois, 62704.

6. All buildings erected on any building site shall be constructed of good quality material, suitably adapted for use in the construction residences, and no old building or buildings shall be placed on or moved to a building site. No residence shall be covered with aluminum siding or vertical siding, and all lumber used in constructing such residences shall be new lumber. All mailboxes must be similar in design and approved by Developer, at its sole discretion, or the Architectural Control Committee. No cedar mailboxes shall be allowed. Any deviation from the above standards must be approved in advance by the Architectural Control Committee.

7. Sump pump water from a residence shall be piped underground and shall flow into the drainage areas located in the drainage easement on the rear of each lot or adjacent to the rear of each lot. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat(s). Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or easements. Subject to the provisions of Paragraph 8 below, the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot or building site, except for those improvements for which a public authority or utility, by virtue of the plat(s) of said subdivision, has assumed that responsibility. An easement is hereby reserved for telephone, cable television, gas and electric lines and any other utilities to extend underground which shall be located on the utility easement or on the public street across any Property in the subdivision to serve improvements on other properties in the subdivision.

8. A. Developer agrees that from the date of the recording of this instrument until formation of the Homeowner's Association, it will maintain the easement areas, drainage facilities, boulevards and common areas, and collect and assess the maintenance fees. Subject to Paragraph C, after formation of the

Homeowner's Association, the maintenance of easement areas, drainage facilities, boulevards and common areas, and collection of the maintenance fees shall be performed by the Homeowner's Association.

B. The existing grade and elevation of each Lot in the easement areas thereon shall not be altered. No swale within the easement of any Lot shall be altered or wholly or partially filled so as to interfere with or prohibit the free flow of surface water; however, if such swale shall be altered, it shall be restored at the expense of such lot owner or building site owner of the lot or building site where such alteration occurs. The Developer and/or the Homeowner's Association reserves an easement and right on, over and under the ground within lot and/or building site to maintain and correct drainage of surface waters in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery or to make any gradings of the soil or to take any other similar action reasonably necessary, following which the Developer and/or Homeowner's Association shall restore the affected Property to its original condition, as near as practicable. The Developer and/or the Homeowner's Association shall give reasonable notice of intent to take such action to all affected owners unless, in the opinion of the Developer and/or the Homeowner's Association, an emergency exists which precludes such notice. If the Developer and/or the Homeowner's Association exercises its rights under this paragraph and such correction activities of the Developer and/or the Homeowner's Association are caused by the owner or the owner's builder changing the existing grade and elevation of a lot and/or a building site, the owner agrees to reimburse the Developer and/or the Homeowner's Association for the Developer's and/or Homeowner's Association's costs in restoring the easement to correct any drainage problems caused by such alteration of grade and/or elevation.

C. Developer will maintain any water retention and drainage facilities for one year after completion of construction regardless of the date of plat approval or the date of incorporation of the Homeowner's Association. After twelve months from the date of completion of construction of any water retention facilities set forth in any plats of Northpointe Subdivision, or upon incorporation of the Homeowner's Association, whichever shall later occur, the Homeowner's Association shall have the obligation to maintain all water retention facilities and drainage facilities in accord with the requirements of applicable ordinances of the Village of Chatham, Illinois. The foregoing shall not preclude Developer or Homeowner's Association from asserting its right to seek reimbursement from a lot and/or building site owner as provided in subparagraph 8.B. above.

D. The Village of Chatham shall be a third party beneficiary to the drainage provisions of these covenants and shall have the right to require the Homeowner's Association to enforce these covenants or the right to enforce the covenants itself against either the Homeowner's Association or an individual property owner within the subdivision with respect to maintenance of drainage swales, detention areas and other drainage improvements located within the subdivision. The Village shall have the right to require the Homeowner's Association or any individual property owner to restore any alterations in any drainage swale, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention area or other drainage improvement.

9. All utilities, including telephone, electric and television cables, other than for service during construction, shall be underground. Transformers and distribution pedestals for main lines and houseleaders shall be located only as approved by the Architectural Control Committee.

10. Each purchaser of a building site agrees that construction of a residence on such building site shall commence within two (2) years from the date of purchase. All construction must be diligently pursued to completion within one (1) year of commencement. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently.

11. No inoperable passenger cars or recreational vehicles, trailers, mobile homes, boats, construction vehicles or equipment or other objects of substantial size, whether operative or inoperative, may be parked or stored for more than 24 hours within the confines of the subdivision, including lots and/or building sites, unless same is enclosed or concealed from view within a garage on a building site. This provision to the extent permitted by law, shall also apply to those parts of the subdivision dedicated as public roadways.

12. No antenna or tower of any sort and no satellite dish in excess of 21 inches for television or data reception shall be allowed on any building site.

13. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, unless the same is allowed as a home occupation under the zoning ordinances of the Village of Chatham. "Garage Sales" are specifically prohibited under this provision except as sponsored by the Homeowner's Association. This Section 13 shall not be construed to prevent or prohibit a lot or building site owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls on his lot or building site. The Developer shall have the right to use any unsold lot as a model home or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last lot all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

14. No clothes, sheets, blankets, laundry, windsocks or other articles of any kind shall be hung out or exposed on any part of a lot or building site.

15. All building sites must be sodded in front and seeded in the side and rear yards. All building site owners shall cut the grass and weeds so that they do not exceed a height of 8 inches and maintain the same in a clean, sanitary and proper condition. A failure of the building site owner to do so shall authorize Developer or the Homeowner's Association, without notice to the building site owner, to have the site mowed and to charge the cost of such mowing to the building site owner and to pursue legal action to collect such charge. All costs, including reasonable attorneys' fees, of such legal action shall be recoverable by Developer or the Homeowner's Association from the building site owner.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by extending a line from and to a point on each lot line adjacent to the street right-of-way, which points are 20 feet distant from the intersection of said lot lines. Further, on all lots and/or building sites, none of the above-described obstructions shall be placed or permitted to remain in the

triangular area formed by a street right-of-way line, either edge of any driveway and a line connecting a point 30 feet outward from either side of a driveway and a point on the edge of the driveway toward the building 15 feet from the street right-of-way line.

17. No noxious or offensive activity shall be carried on in any lot or building site nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other lot or building site owners or occupants. No building site owner shall operate any machines, appliance, accessories or equipment in such manner as to cause, in the judgment of the Developer or the Homeowner's Association, an unreasonable disturbance to others.

18. No garbage, waste materials, leaves or combustibles shall be burned upon any building site, street, or common area.

19. No sign of any kind shall be displayed to the public view on any building site except one sign of not more than five square feet advertising the Property for sale or rent by the Property owner. The Architectural Control Committee shall approve any and all builder's and subdivider's signs.

20. A sidewalk must be installed by and be an expense of the lot owner on completion of construction of a residence on a lot. On a vacant lot, the sidewalk must be installed: (i) when required by the Village of Chatham, or (ii) within one year of completion of construction of residences on 80% of the lots constituting the Property. Sidewalk size, placement and materials must be in conformity with Village of Chatham standards.

21. When a subsequent owner takes possession of a building site, if the curbs and gutter have already been installed by Developer, should same be damaged or broken during construction on the building site by said subsequent owner or said owner's contractor, the subsequent owner shall bear the expense of and shall be responsible for repairing and replacing such damaged or destroyed curbs and gutter within 90 days following written notice by Developer.

22. No spirituous, vinous or malt liquors shall be sold or kept for sale on the Property.

23. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other domesticated household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs, cats or other domesticated household pets shall be kept on any building site until such building site is improved with an inhabitable dwelling. No pets shall be kept in exterior pens, cages, kennels or doghouses, which structures are prohibited.

24. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and appropriately screened.

25. In order to maintain the common areas (including, but not limited to, the sum required for the proper care and maintenance of the common drainage and retention areas and the subdivision signage within all of the plats of the subdivision designated as Northpointe Subdivision), Developer shall form a Homeowner's Association. The Homeowner's Association will be formed when 75% of the platted lots in all of the additions to Northpointe Subdivision have been sold. The Homeowner's Association shall then

govern all of the lots and/or building sites in all of the additions to Northpointe Subdivision. Once the Homeowner's Association is formed, membership in the Homeowner's Association is mandatory for each lot owner and/or building site owner in any addition to Northpointe Subdivision, and each such lot owner and/or building site owner shall have one vote. For the first three years after the formation of the Homeowner's Association, the Architectural Control Committee shall serve as the governing body of the Homeowner's Association (the "Board"). After said three-year period, a three-member Board shall be elected by the membership as the governing body of the Homeowner's Association. The Board of the Homeowner's Association shall determine the annual dues (which shall include the common area maintenance assessment and any special assessments if deemed necessary by the Board) to be paid by each member. The amount of such dues special assessments shall be the same for each lot or building site. If any lot owner and/or building site owner fails to pay the annual dues within 30 days of the due date, the Board may file a lien against such owner's Property and bring suit to enforce collection. The Board shall operate pursuant to its Bylaws, which shall be adopted by the Board after the Homeowner's Association is formed. Two years after the date of the recording of the final plat of Northpointe Subdivision and thereafter, the Board of the Homeowner's Association will serve as the Architectural Control Committee of the entire subdivision. Also, any time after the formation of the Homeowner's Association, at Developer's election, Developer may convey to the Homeowner's Association any or all common areas, if the same are deemed to be owned by Developer, in any addition of the subdivision. Until such time as the Homeowner's Association is formed, Developer shall maintain the common areas of the property and shall have the right, to charge each lot owner, on a flat fee basis, a proportionate share of the sum required for the proper care and maintenance of the common drainage and retention area and subdivision signage, and the lot and building site owner shall be liable to Developer for such fees.

26. The Developer and the Homeowner's Association or its officers, agents or employees, shall have the right after reasonable notice to the building site owner, to enter any lot or building site when necessary in connection with any maintenance, repair, and reconstruction for which the Developer of the Homeowner's Association is responsible or which the Developer of the Homeowner's Association has the right to do. Such entry shall be made with as little inconvenience to the building site owner as practical, and except in the event of emergency, shall be done upon reasonable notice to the building site owner. Any damage caused thereby shall be repaired by Developer or the Homeowner's Association as an Association expense.

27. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by 75% of the then owners of the building sites has been recorded, each building site having one vote, agreeing to change said covenants in whole or in part. At any time after the recording of this Declaration of Building Restrictions and Restrictive Covenants for Northpointe Subdivision Plat No. 1, these covenants may be modified or amended by an instrument in writing, signed by 75% of the then record owners of the buildings sites to which this Declaration applies, which said instrument shall be recorded. No change or amendment of these covenants, however, shall relieve the owners of the obligations set forth in Paragraph 25 above to pay their share of the sum required for proper care and maintenance of the common drainage and retention areas and subdivision signage within the subdivision designated as Northpointe Subdivision or such other reasonable assessments as shall be determined by the Homeowner's Association.

28. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages. In the event that the Developer, the Homeowner's Association or any owner of a building site files an action to enforce such party's rights hereunder, such party shall be entitled to recover its reasonable attorneys' fees and costs associated with such action.

29. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

30. "Building site" as used in this instrument means all or any part of a single lot or tract of land upon which a building is located or intended to be located.

31. "Building Unit" as used in this instrument means any dwelling, including a unit of a duplex residential structure, located within the subdivision.

32. The undersigned, Brady Northpointe, LLC, hereby confirms the easements for installment and maintenance of utilities and drainage facilities as created and shown by the recorded plat of said subdivision.

IN WITNESS WHEREOF, Brady Northpointe, LLC, has caused this instrument executed by its _____ this _____ day of _____, 2006.

BRADY NORTHPOINTE, LLC, "Developer"

By: _____
Its: _____

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ to me personally known to be the _____ of BRADY NORTHPOINTE, LLC, an Illinois Limited Liability Company, and also known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the aforesaid instrument, all as the free and voluntary act of said corporation, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of _____, 2006.

Notary Public