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**FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
SECOND ADDITION TO HARVEST POINTE SUBDIVISION
BLOOMINGTON, ILLINOIS**

FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

RECITALS

WHEREAS, Developer is the owner in fee simple and the developer of certain real estate known as the Second Addition to Harvest Pointe Subdivision, City of Bloomington, McLean County, Illinois, ("Subdivision"), which is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer desires to develop the Subdivision into a residential neighborhood;

WHEREAS, Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any Lot therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate;

WHEREAS, Developer intends to, and does hereby declare that such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions; which such easements, restrictions, covenants and conditions shall run with the real estate and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof;

WHEREAS, Developer desires to preserve the integrity of the design, the continuation and enhancement of the landscape elements and other aesthetic additions on the property and provide for controls necessary to maintain the Property which if not maintained would adversely affect the Property and the Lot Owners;

WHEREAS, Declaration of Restrictions for the Subdivision was recorded on February 14, 2022 as Document No. 2022-00002963 in the Recorder's Office of McLean County, Illinois ("Original Declaration");

WHEREAS, Developer wish to amend and restate the Original Declaration in its entirety to reflect those certain amendments as set forth hereunder and to be governed solely by the terms of this Declaration from and after the date hereof.

NOW, THEREFORE, Developer declares as follows:

ARTICLE I DEFINITIONS

Certain words and terms used in this Declaration are defined as follows:

- (a) Accessory Building:** Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.
- (b) Architectural Control Committee:** A designated body with the authority to approve or disallow the placement of any structure on a building site.
- (c) Association:** The Association of all the Lot Owners and such lot owners of Harvest Pointe Subdivision and First Addition to Harvest Pointe Subdivision acting pursuant to the By-Laws through its duly elected Board. Until such time as the Association is formed, Association and Board shall be Developer.
- (d) Board:** The Board of Managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.
- (e) Building Site:** A portion of the subdivision consisting of at least one entire lot as platted.
- (f) By-Laws:** The By-Laws of the Association, which are adopted by the Association.
- (g) Common Areas:** All areas to be conveyed to and owned by the Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.
- (h) Developer:** Harvest Pointe Bloomington, LLC, or its successor or assigns.
- (i) Dwelling Unit:** A structure or portion thereof designed and constructed for the residential use of one household, or in the event of a duplex, two households (one per each unit).
- (j) Ground Floor Areas:** That portion of a dwelling which is built over a basement or foundation but not over any other portion of the dwelling.
- (k) Lot:** Any parcel of land or other tract in the Second Addition to Harvest Pointe Subdivision, City of Bloomington, McLean County, Illinois against which this Declaration is recorded, together with any and all improvements thereon.

- (l) **Lot Owner:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.
- (m) **Majority or Majority of Lot Owners:** The owners of more than fifty percent (50%) of the Lots comprising the subdivision.
- (n) **Occupant:** A person or persons, other than a Lot Owner, in possession of a Lot.
- (o) **Person:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (p) **Plat:** The Final Plat of the Second Addition to Harvest Pointe Subdivision, City of Bloomington, McLean County, Illinois, recorded October 11, 2021 as Document # 2021-00024386.
- (q) **Property:** That certain real estate herein described in Exhibit A and such additions thereto as may be brought within the jurisdiction of the Association or subject to this Declaration.
- (r) **Record:** To record in the Office of the Recorder of Deeds of McLean County, Illinois.
- (s) **Reserves:** Those sums paid by Lot Owners which are separately maintained by the Board for purposes specified by the Board.
- (t) **Single Dwelling Lots:** Lots 234 through 280 of the Subdivision on which Developer intends for a separate and detached or duplex Dwelling Unit to be built.
- (v) **Structure:** Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).
- (w) **Subdivision:** Second Addition to Harvest Pointe Subdivision, City of Bloomington, McLean County, Illinois, and all other subdivisions as shown on the Plat.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERE TO AND DELETIONS THEREFROM

1. **Declaration.** Developer declares that the real estate described on Exhibit A attached hereto and made a part hereof, together with all improvements and structures now and hereafter erected, shall be occupied subject to the covenants restrictions, easements, uses and privileges, changes and liens hereafter set forth which shall be binding on all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each owner, Developer and the Association.

2. **Plating and Subdivision Restrictions.** Developer has caused the preparation and recording of the Plat. Subject to the restrictions set forth herein, Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the above described Property and to record a document which makes any or all of the Property subject to these restrictions.

3. **Description of Lots.** All Lots are or shall be delineated on the Plat. The legal description of such Lot shall consist of the identifying number of such Lot as shown on the Plat.

4. Outlots 281 through 283. Outlots 281 through 283 are designated on the plat as non-buildable outlots. Outlots 281 through 283 shall be considered common areas for purposes of assessment and maintenance as provided herein and shall be conveyed by Developer to the Harvest Pointe Homeowners Association once said Association has been established, for the use and enjoyment of all Lot Owners as easements for the purposes described on the Plat.

ARTICLE III CONSTRUCTION REQUIREMENTS

1. Construction Requirements on Single Dwelling Lots. The construction of residences on the Single Dwelling Lots in the Subdivision shall be governed by the following specifications:

- (a) Setback Lines. Side yards 6', front yard 25', and rear yard 25'.
- (b) Square Footage Requirements.

One-story ranch style residences constructed on Single Dwelling Lots shall have a total living area of not less than one thousand four hundred (1,400) square feet; one and one-half and two-story residences constructed on Single Dwelling Lots shall have a total living area of not less than one thousand five hundred (1,500) square feet; one-story duplexes constructed on Single Dwelling Lots shall have a total living area of not less than one thousand two hundred fifty (1,250) square feet. Split-foyer and split-level style residences shall not be permitted.

(c) Permitted Exteriors. No wall board, aluminum siding, sheet metal, tar paper, or roofing paper shall be used for any exterior wall covering or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Stone, brick, wood, vinyl and stucco style materials, shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No excessively bright colors or light shadings shall be permitted on the exteriors of any building in the Subdivision. Modular construction shall be permitted only with express written approval of Developer, which may be withheld in Developer's sole discretion.

(d) Garages. Each Dwelling Unit constructed on a Single Dwelling Lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized passenger vehicles, or, as a maximum, three (3) standard-sized passenger vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location. The minimum size for any garage shall be twenty feet by twenty feet (20'x 20').

(e) Shingle Requirements and Roof Pitch. Only architectural shingles are allowed to be used on each residence. The color of the shingles must be approved by Developer. No three tab shingles are allowed. Minimum roof pitch of six/twelve is required. All porch roofs shall have a minimum of four/twelve pitch, unless Developer approves an alternate.

2. Architectural Control.

(a) Developer shall be solely responsible for architectural control until Developer has assigned his rights under this Declaration to the Association in accordance with Article V, Section 6 of this Declaration. Thereafter, an architectural control committee shall be appointed by the Board

("Architectural Control Committee") and shall have the same rights as Developer under this Article III, Section 2.

(b) Developer shall have right and power to reject approval of plans submitted if they do not benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld. Developer has the authority to allow variances from the restrictions imposed herein if Developer determines, in its sole opinion, that the proposed improvements will otherwise meet the criteria established herein.

(c) No building, tower or swimming pool shall be erected, placed, or altered on any Lot in the Subdivision until the following are submitted to and approved by Developer: the building plan, the specifications thereof, showing the proposed construction, nature, kind, shape, height, material and color scheme thereof, building elevations, a site plan showing the Lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings, and the grading plan of the building site shall have been submitted to and approved by Developer. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before commencement of any construction on a Lot.

(d) Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation. One copy of said building plans, specifications, and site plans shall be retained by Developer. Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same has been received by Developer, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by Developer prior to continuation of construction. Panelized construction and modular construction are allowed only with and subject to Developer approval. Developer shall have no liability to any Lot Owner for the failure of a Lot to comply with the restrictions set forth herein or for approving any plans which do not comply. Written approval of Developer of plans and specifications and construction in accordance with those specifications shall be deemed to constitute compliance.

(e) The approval by Developer of any plans and specifications, site plan, grading or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by Developer of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval as in connection with the same Lot.

3. Commencement of Construction. Any individual or entity acquiring a vacant Lot from Developer must commence construction within twenty-four (24) months after the conveyance of title, unless a written extension is granted by Developer. If Developer elects to grant any such extension, as a condition to any such extension, Developer may demand reimbursement of any utility deposits which remain unrefunded due to failure to hook up a Dwelling Unit on such Lot, with the right to any future refund for such Lot to be assigned to the Lot Owner. All construction must be completed in accordance with approved plans, and the lot must be maintained by the Lot Owner at all times by trimming grasses and weeds to be no taller than six (6) inches. In the event such construction is not commenced within the allotted time, Developer shall have the absolute right, at its sole option, to repurchase the Lot by repayment of the original purchase price, in cash, with no interest to have accrued thereon. In the event a Dwelling Unit is commenced but not completed within six months after written notice to the Lot Owner

and failure of the Lot Owner to cure within sixty (60) days, Developer shall have the absolute right, at its sole option, to repurchase the Lot for the original purchase price.

4. Non-Occupancy and Diligence during Construction. The work of construction of any building shall be prosecuted diligently and continuously from the time of commencement until the exterior construction is substantially completed. No Dwelling Unit shall be occupied as a residence until the exterior of such Dwelling Unit is completed in accordance with the approved plans and a certificate of occupancy has been issued.

5. Driveways and Curb Cuts. All driveways leading from the street to the garage must be made of blacktop, concrete, or other materials permitted by Developer, in compliance with the City of Bloomington requirements. Curbs which are removed for the purpose of making a driveway entrance, shall be replaced as far as the nearest construction or expansion joint to ensure a smoothly joining entrance, with a radius of return of at least five (5) feet.

6. Sidewalks. Each Lot Owner shall be responsible for constructing the public sidewalk on his or her respective lot at the Lot Owner's sole cost and expense. Construction of the public sidewalk shall be completed immediately after completion of a residence on the subject Lot. If the sidewalk as initially constructed by the Lot Owner does not meet City of Bloomington requirements, the Lot Owner shall immediately cause the sidewalk to be repaired to bring the sidewalk to public code standard.

ARTICLE IV USE AND OCCUPANCY OF LOTS

1. Property Use. No building shall be erected, altered, placed or permitted to remain on any Single Dwelling Lot other than Dwelling Unit (or two Dwelling Unit in the event of a duplex) and private garage(s). No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purpose.

2. Landscape Requirements.

(a) Yards. As soon as weather permits after the construction of a residence on any Lot in this subdivision, the owner shall sod the front yard and shall sod or seed the remaining yard space; further, the owner of a corner Lot shall sod the yard adjacent to both streets to the front of the house. In the event the Lot Owner installs a sprinkler system, the Lot Owner shall be permitted to seed the front yard.

(b) Trees. A tree of one of the following species not smaller than two and one half inches (2½") in diameter (measured four feet above the ground) shall be planted and maintained in the front parkway within six months of occupancy of a residence on a Lot. The approved species are red sunset maple, autumn blaze maple, autumn purple ash and red oak. Comparable trees recommended by a landscaper and approved in writing by the Developer may be substituted.

(c) Plantings. The area between the Dwelling Unit and the sodded yard shall be covered in stone or bark and a minimum of twelve (12) plantings; such plantings shall be completed by Home Owners within six months of occupancy of a residence on a Lot.

(d) Completion. Landscaping must be complete within six (6) months of occupancy, including final grading, sodding, mulching and front planting.

(e) Maintenance. Landscaping that dies shall be replanted and all landscaping shall be maintained in a healthy condition.

(f) Berms Located within the "48' Wide Berm Easement". Notwithstanding anything contained in this Declaration to the contrary, all berms located within the "48' Wide Berm Easement" set forth under the Plat shall be maintained and/or replaced by each applicable Lot Owner, at such applicable Lot Owner's cost and expense. By way of example, Lot Owner of Lot 251 of the Subdivision, at such Lot Owner's cost and expense, would be responsible for maintenance and replacement of all berms located within the "48' Wide Berm Easement" of Lot 251.

3. Sewer Requirements. All Dwelling Units shall connect with the sanitary sewer system in accordance with all applicable health codes. No individual on-site sewage disposal system or water supply well shall be installed or maintained on any Lot.

4. Swimming Pools. In-ground swimming pools are permitted on Single Family Lots only. Above-ground pools shall not be permitted anywhere in the Subdivision. All swimming pools must be enclosed by fencing approved by Developer and shall, in all respects, comply with applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view.

5. Signage. Any residential for sale or builder signage used on any Lot shall be limited to a maximum area of eight square feet. Only one builder sign and one real estate agent sign shall be permitted on each Lot.

6. No Accessory Structure. Except as otherwise described in this Declaration, no accessory structure or outbuildings are permitted in the Subdivision, including playhouses or sheds. Lot Owners are permitted to erect a maximum of one play structure on each Lot provided that said play structure does not exceed one of the following dimensions: sixteen () feet in length, ten (10) feet in height and twelve (12) feet in width.

7. Sump Drain Line. All primary sump pump drain lines must be connected to the storm sewer line provided. All drain lines must discharge to the front or rear of the residence. Side discharge is not permitted.

8. Dumpster. During construction a dumpster is required to be on the property for disposal of construction materials. The Lot Owner and Lot Owner's contractor are both responsible for seeing that no open flame or burning of construction materials occurs at the construction site. All trash must be deposited in the dumpster, and contractors are required to sweep the streets to remove all mud, dirt and gravel deposited by their construction.

9. Drainage. All Lots shall be graded so as to conform with the subdivision grading plan. No Lot Owner shall divert water to a neighboring Lot, and no Lot Owner may alter its drainage pattern without obtaining prior Developer approval. Each Lot Owner shall be solely responsible for compliance with this Section. Developer shall have no liability for ensuring compliance or enforcement.

10. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision.

11. Replatting. No Lot or Lots as platted shall be divided so as to result in creating additional lots. Developer, at Developer's sole discretion, may permit a Lot or a portion of a Lot to be added to an adjacent Lot to create a larger Lot, provided that the resulting remainder of a Lot is of sufficient size to

construct a residence upon it in accordance with the construction requirements detailed herein, and further provided that the location of the building setback lines shall be modified to reflect the new size of each Lot. Provided, however, that any re-platting or change of lot lines must be accomplished in compliance with the City of Bloomington Subdivision Ordinance requirements and procedures.

12. Foliage Removal. No trees or other significant foliage, other than trees or foliage which are dead, hazardous, or reasonably impede construction of a Dwelling Unit or interfere with an easement, shall be destroyed or removed from any Lot without the consent of Developer. Any destruction or removal of plantings in the right-of-way must comply with the City of Bloomington right-of-way plantings policy.

13. Offensive Activities. No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard or danger to the neighborhood, by site, sound, odor, or otherwise, shall be performed or maintained on any Lot or other part of the Subdivision.

14. Animals. No animal other than domesticated house pets shall be kept or maintained within the Subdivision. All pets must be leashed or kept in an improved enclosure. Each Lot shall be limited to no more than two dogs and two cats unless otherwise approved by Developer.

15. Property Maintenance. All Lot Owners shall keep their Lots well-maintained and in a presentable condition. In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, Developer shall attempt to notify the Lot Owner in writing of the objectionable condition of the Lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the McLean County Supervisor of Assessments for the mailing of tax bills for said Lot. If the condition of said Lot is not adequately improved within ten (10) days of the mailing of such notice, Developer may undertake such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by Developer may be charged to the Lot Owner, and, at the option of Developer, may constitute and be recorded as a lien against said Lot. Such liens may be enforced against the Lot Owner's property as permitted by law. Such liens must be recorded within two (2) years of the time the debt was incurred and, unless enforced, shall expire within two (2) years of recording. Attorneys' fees and court costs shall be recoverable for filing and enforcement of such lien. All owners of vacant Lots are required to maintain the front forty feet (40') of each Lot so that it is mowed to a height of a maximum four inches (4"). The owner of corner Lots must mow not less than forty feet (40') back from any curb.

16. Vehicle Storage. All Lot Owners shall provide and use at all times off-street parking for the number of automobiles in use by the Lot Owner or residents of the Lot. No recreational vehicles, trailers, vans, mobile homes, boats, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis or for more than three (3) days at any time (and solely for the purpose of loading and unloading) within the confines of the Subdivision unless same is enclosed and concealed from view within a garage on the Lot Owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways. No disabled automobiles shall be stored on a Lot except within a garage concealed from view.

17. Supply Storage. No building material of any kind or character shall be placed or stored upon a Lot until the Lot Owner is ready to commence improvements in compliance with an approved architectural plan. Except as necessarily incidental to construction of buildings and structures on Lots, no new or used construction materials, supplies, unused machinery, or the like shall be kept or allowed to remain in the Subdivision unless stored inside a building and concealed from view. In the event the Lot Owner fails to comply with the provisions of this Section 18, the Association may give said Lot Owner written notice requesting cure of said violation. In the event the Lot Owner fails to cure said violation

within fifteen (15) days of the date of the written notice, the Association shall have the right to enter onto the property and remove said materials and charge the Lot Owner for the costs thereof. The Association shall have the right to file and enforce a lien against said Lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Association pursuant thereto.

18. Garbage Service. Garbage shall be placed on the curb for pickup only on the morning of pickup.

19. Fencing. Developer reserves the right to install a perimeter fence to the subdivision. Developer has approved the following fencing types for the Single Family Lots: vinyl, ornamental fencing and wood cedar fencing. Wood cedar fencing must be treated at the time of construction, and continuously maintained, with a stain in a color compatible to the residence located on the respective Lot within 60 days of installation. Fencing shall not exceed a maximum height of six feet (6') except fences surrounding in-ground swimming pools which shall be the height required by City of Bloomington code. No dog runs of any kind shall be permitted in the Subdivision. All fencing must meet these approved fencing specifications.

20. Patios and Privacy Screens. Lot Owners may erect privacy screens on their respective Lots provided that said screens do not exceed 6 feet in height or eight feet in width, unless otherwise approved in writing by Developer, in Developer's sole discretion. A patio is permitted on each Lot, located to the rear of the Dwelling Unit. Each patio should be limited to a maximum depth of eighteen feet (18') and a maximum width of twenty-two feet (22'), unless otherwise approved in writing by Developer, in Developer's sole discretion.

21. Hazardous Substances. No Lot Owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective Lot. Lot Owners shall not do, nor allow anyone else to do, anything affecting their Lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their Lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

Lot Owners shall promptly give the Association written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving their Lot and any Hazardous Substance or Environmental Law of which Lot Owners have actual knowledge. If the Lot Owners learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their Lot is necessary, the Lot Owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 21, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

22. Items Affixed to Exterior; Window Coverings; Hanging of Laundry. Lot Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings and no sign, awning, canopy, shutter, radio or television antenna or satellite dish shall be affixed to or placed upon the exterior wall or roof or any part thereof or on the Lots without the prior written consent of Developer, except that no prior approval shall be required for satellite dishes not exceeding 22 inches in diameter provided such dishes are placed in the rear of the Lot and obscured from

view by landscaping. No clothes, sheets, blankets, laundry, windsocks or other articles of any kind shall be hung out or exposed on any part of the Lot. The coverings of interior surfaces of windows, whether drapes, shades or other items visible on the exterior of the building shall be of a solid light neutral color on the side that is visible from the exterior.

23. Duplex Dwelling Units. Each wall which is built as a part of the original construction of a duplex upon a Lot designated therefore, and is placed on the dividing line between two duplex units, shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be maintained and kept in good repair at all times by the duplex unit owners who make use of such party wall. The cost of reasonable repairs and maintenance of a party wall shall be shared equally by the duplex unit owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, other than by the willful act or negligence of a duplex unit owner of a duplex unit that is adjacent to a party wall, each of the duplex unit owners of the duplex units that are adjacent to such party wall shall bear an equal share of the expense to repair or rebuild the party wall. If a duplex unit owner of a duplex unit that is adjacent to a party wall or his guests, tenants, lessees, invitees, or licensees shall willfully, or negligently cause damage to or destruction of a party wall, such duplex unit owner shall bear the entire cost of repair or reconstruction thereof. Any repairing or rebuilding of the wall shall be of the same materials or similar materials of the same quality as that used in the original wall or part of the wall, unless otherwise agreed by all of the owners of the duplex units utilizing such party wall. Any party who engages in construction or repair work upon such party wall shall have the right to enter onto the property of the adjoining owner to the extent that it may be reasonably necessary in connection with that work. When entering upon the property of the adjoining owner, the party shall take and observe due precaution and care to protect the property of the adjoining owner. A duplex unit owner who by his negligent or willful act causes the party wall to be damaged or exposed to the elements shall pay the entire cost of furnishing the necessary repairs or protection from such elements. A party wall easement is hereby established over that part of any duplex unit in which any part of a common wall between duplex units is constructed, together with the right to restore any such party wall, and such party wall may contain plumbing lines, vent stacks for plumbing and heating, electricity pipes and conduits and fireplace flues, serving improvements using such party wall. The party wall easements shall be a cross-easement in favor of each duplex unit in which is located a common or party wall. The owners of each duplex unit served by any common or shared driveway, siding and/or roof by the two individual duplex unit shall maintain and keep in good repair at all times such common or shared driveway, siding and/or roof, and the cost of replacement, repairs and/or maintenance of such shared improvements shall be paid equally by two individual duplex unit owners.

ARTICLE V APPLICATION, AMENDMENT AND ENFORCEMENT OF DECLARATION; ASSIGNMENT OF DEVELOPER'S RIGHTS

1. Application of Restrictions. All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with and shall be bound by the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of Dwelling Units and improvements therein, as hereinafter set forth.

2. Amendment of Restrictions/Plats. Until Developer divests himself of all interest in all Lots of the Subdivision, Developer shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by a written instrument to be recorded in the Office of the Recorder of Deeds, McLean County, Illinois. Upon the sale of all of Developer's interest in the Subdivision, these restrictions may be amended by the affirmative vote of two-thirds (2/3) of the total Lot Owners in the

Subdivision, with the collective owners of each Lot to have one vote in regards to any such amendment. However, after Developer's sale of any Lot, no amendment of these restrictions or the Plat of the Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of Developer as expressed herein.

3. Enforcement of Restrictions. Any Lot Owner in the Subdivision, the Developer, and/or the Association when formed, as well as the City of Bloomington with respect to the covenants specified in the preceding paragraph 2, shall be entitled, but not required, to prosecute, in any proceeding in law or equity, any owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said Lot Owner from committing said violation or to recover damages for such violation. In the event the Developer, a Lot Owner, the Association, or the City of Bloomington is required to undertake legal action for the enforcement of these Restrictions or a lien filed in accordance with these Restrictions, the Developer, Lot Owner, Association, or the City of Bloomington shall be entitled to any and all costs, expenses, and fees, including attorneys fees and costs of litigation, which may be paid or incurred in enforcing these Restrictions or foreclosure of lien.

4. Invalidation of Restrictions. Invalidation of any portion of these restrictions by judgment of court order shall not affect any remaining restrictions, which shall remain in full force and effect and be construed, as closely as possible, with the original intent of Developer.

5. Limitation of Liability. In no event shall any action or inaction by Developer in regards to Developer's powers or duties expressed herein constitute or give rise to any liability against Developer, provided such action or inaction does not constitute fraud or gross negligence.

6. Developer Right to Assess. Until such time as the Developer assigns its rights, duties, and obligations to the Association, as provided in paragraph 7 hereafter, the Developer shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the annual costs of maintenance of common areas and operational costs (with a reasonable reserve). The assessment against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size. The amount of the annual assessment charged to each Lot Owner by the Developer may not exceed the sum of \$300.00 per year, adjusted for inflation. The Developer shall have the same rights afforded the Association provided in Article VI to collect assessments, including the right to record a lien on Lots for which Lot Owners have failed to pay assessments.

7. Assignment of Rights by Developer. Developer shall have the right to sell, assign, transfer, or convey all of the rights of Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds, McLean County. Developer may, from time to time, appoint a designated agent to act for Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. Upon the formation of the Association and the recording of written authorization from Developer, all rights, duties, and obligations of Developer herein contained shall be transferred to the Association unless certain rights are specifically retained. Until the sale of one hundred percent (100%) of the Lots, Developer, in such written transfer of rights, duties, and obligations may retain specific rights, including, without limitation, the right to approve construction plans and grant extensions for commencement of construction. Upon the sale of all Lots in the Subdivision, such transfer of all such rights, duties and obligations set forth in these restrictions to the Association shall be automatic.

8. Developer Right to Convey Common Areas to Park Districts and Similar Entities. The Developer shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to

convey any said common areas to said municipal government or park district, provided said property is within the jurisdictional boundaries of such municipal government or park district.

ARTICLE VI HARVEST POINTE HOMEOWNERS' ASSOCIATION

1. Membership in Association. All Lot Owners in the Subdivision shall become members of the Association. Membership in the Association shall run with the land, and any conveyance of an interest to property in the Subdivision shall be deemed a conveyance of the associated membership in the Association.

2. Intentionally Deleted.

3. Powers and Duties of Association. The Association shall have the following powers and duties:

a. Litigation. The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf.

b. Maintenance. A primary purpose of the Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of Harvest Pointe Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Upon completion of the detention basin improvements, the Developer shall convey Lots containing detention basins to the Association, and the Association shall accept such conveyance and assume all maintenance responsibility for the basins. The Association shall also maintain in a well kept condition any additional fence the Developer may chose to erect around the perimeter of the Subdivision and mow and maintain the property extending outward from the Subdivision to adjacent roadways.

c. Construction Approval. Upon written grant of authority from the Developer, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance through the Architectural Control Committee.

d. Assessments. The Association shall be authorized to assess fees against the Lot Owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established. Notwithstanding anything contained in these covenants to the contrary, the following property and/or lots shall be exempt from the assessments, charges and/or liens created herein: (i) all Common Areas and (ii) all property and/or lots owned by the Developer or a builder prior to the issuance of a certificate of occupancy by the City of Bloomington, Illinois.

e. Ownership of Property. The Association may own property in its own name.

f. Full Powers. Upon written grant of authority from Developer pursuant to Article V, Section 6, the Association shall have all rights otherwise reserved to Developer.

4. Organization and Operation of the Association. The Association has established the By-Laws and may from time to time establish guidelines for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.

5. Intentionally Deleted.

6. Voting Rights. In regards to all Association matters, one vote may be cast by the collective owners of each Lot of record in the Subdivision. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six months of execution.

7. Election of Board. Each Lot Owner shall be entitled to cast one vote for each Lot owned for the election of the members of the Board of the Association. Initially, the Board shall consist of five (5) members. Those five individuals receiving the highest total of votes shall be elected as the Board. The Board shall have the following rights and duties:

a. Budgets. The Board shall formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and operational costs with a reasonable reserve.

b. Assessments. The Board shall provide for the assessment of fees to each Lot owner in an amount necessary to provide the funds required pursuant to the budget.

c. Employment. The Board shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the entryway sign, and to employ and retain on behalf of the Association such legal, accounting, or other professional services as may be required by the Association.

d. Initially Deleted.

e. Payment. The Board shall pay the bills of the Association and maintain accounts and books and records in accordance with standard accounting practices.

8. Provisions Relating to the Board. Unless and until the Association adopts new By-Laws, each Board member shall be elected for a period of three years, provided, however, that the two Board members receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of two years and one year, respectively, with their successors to be elected for three year terms; thus staggering the terms so that in each year, one Board member is elected. The Board members shall provide for at least an annual meeting of the Association to be held at a reasonable time and place, which meeting shall include the election of one new Board member, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all Lot owners or by conspicuously posting notice of said meeting for fourteen (14) days in advance of the meeting in at least three places in the Subdivision. Board members shall not be entitled to receipt of compensation for their acts as Board members, nor shall any Board member receive compensation for professional advice provided to the Association. Absent fraud or gross negligence, no Board member shall be personally liable for any act or failure to act on behalf of the Association.

9. Adoption or Amendment of By-Laws. The Association may adopt or amend the By-Laws of the Association upon the affirmative vote of three-fourths of all Lot Owners in the Subdivision.

10. Assessments. The Association shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the budget established by the Board. Assessments against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size. Regardless of the budget established by the Board, the amount of the annual assessment charged to the Lot Owners may not exceed the sum of \$300.00 per year, adjusted for inflation, unless the amount of the annual assessment is approved by at least three-fourths (3/4) of the Lot Owners in the Subdivision.

11. Liens. Any amount assessed against an individual Lot which remains unpaid thirty (30) days after said assessment, plus the costs of filing a lien including attorney's fees, becomes due may, at the option of the Board, become a lien against the Lot by placing notice of record with the McLean County Recorder of Deeds. In order to become a valid lien, said lien must be placed of record within two (2) years of the time said amount claimed became due, with the lien to expire two (2) years after recording of the same. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorneys' fees and court costs incurred in recovery of amounts due.

12. Conveyance of Common Areas to Park Districts and Similar Entities. The Association shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.

13. Association Address and Phone Number. The Association shall establish a publicly listed telephone number and post office box in the municipality to which the subdivisions are annexed, both to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Association shall no longer exist.

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Exhibit A

Tract 1:

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the North Right-of-Way Line of Illinois Route 9 (Route F.A.P. 693) according to the Deed recorded as Document No. 95-5263 in the McLean County Recorder's Office, with the East Line of a parcel of land conveyed to St. Patrick's Roman Catholic Congregation of Merna by Deed recorded as Document No. 97-3108 in said Recorder's Office. From said Point of Beginning, thence north 369.98 feet along said East Line to the Southwest Corner of Lot 148 in Harvest Pointe Subdivision according to the plat thereof recorded October 31, 2006 as Document No. 2006-30281 in said Recorder's Office; thence east 468.02 feet along the South Lines of Lots 148 through 158, inclusive, in said Harvest Pointe Subdivision which forms an angle to the left of 89°-59'-16" with the last described course to the Southeast Corner of said Lot 158, also being on the West Line of Harvest Pointe Boulevard; thence south 183.00 feet along said West Line which forms an angle to the left of 90°-00'-00" with the last described course; thence west 10.50 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence south 60.00 feet along said East Line which forms an angle to the left of 270°-00'-00" with the last described course; thence east 10.50 feet along a line which forms an angle to the left of 270°-00'-00" with the last described course; thence south 124.08 feet along said West Line of Harvest Pointe Boulevard which forms an angle to the left of 90°-00'-00" with the last described course; thence southwest 20.94 feet along said West Line of Harvest Pointe Boulevard which forms an angle to the left of 134°-15'-35" with the last described course to said North Right-of-Way Line of Illinois Route 9; thence west 453.10 feet along said North Right-of-Way Line which forms an angle to the left of 134°-15'-35" with the last described course to the Point of Beginning, containing 4.023 acres, more or less.

Tract 2:

Lot 1 in Harvest Pointe Commercial Subdivision according to the plat thereof recorded January 16, 2007 as Document No. 2007-1303 in the McLean County Recorder's Office, McLean County, Illinois;

And

A part of the Southwest Quarter of Section 32, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Outlot 100 in Harvest Pointe Subdivision according to the Plat recorded as Document No. 2006-30281 in the McLean County Recorder's Office. From said Point of Beginning, thence north 411.35 feet along the West Line of said Outlot 100 to the South Line of Lot 116 in said Harvest Pointe Subdivision; thence west 1032.58 feet along the South Lines of Lots 116 through 101, inclusive, in said Harvest Pointe Subdivision which form an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner of said Lot 101, being on the East Line of Harvest Pointe Boulevard; thence south 183.00 feet along said East Line which forms an angle to the right of 90°-00'-00" with the last described

course to the Northwest Corner of Stonehouse Court; thence east 150.00 feet along the North Line of said Stonehouse Court which forms an angle to the right of 90°-00'-00" with the last described course to the Northeast Corner thereof; thence south 205.54 feet along the East Line of said Stonehouse Court and the East Line of Lot 1 in Harvest Pointe Commercial Subdivision according to the plat thereof recorded January 16, 2007 as Document No. 2007-1303 in the McLean County Recorder's Office which forms an angle to the right of 270°-00'-00" with the last described course to the North Right-of-Way Line of Illinois Route 9 (Route F.A.P. 693); thence east 882.88 feet along said North Right-of-Way Line which forms an angle to the right of 91°-28'-50" with the last described course to the Point of Beginning, containing 8.733 acres, more or less.

also known as

Lots 234-280 and Outlots 281-283 of Second Addition to Harvest Pointe Subdivision, as per plat recorded October 11, 2021 as Document Number 2021-00024386, situated in McLean County, Illinois.

Permanent Index Numbers: 15-32-351-001, 15-32-376-019 & 15-32-376-020.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS AFFIXED HIS SIGNATURE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DEVELOPER: HARVEST POINTE BLOOMINGTON, LLC
an Illinois limited liability company

By: [Signature]
William Peifer, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in said County, in the State aforesaid, DO HEREBY CERTIFY that William Peifer, who is personally known to me to be the Manager for Harvest Pointe Bloomington, LLC, and whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such Manager, and as the free and voluntary act of such company for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument. Given under my hand and Notarial Seal this 13 day of APRIL, 2022.

Carrie C Fairchild
Notary Public

