

4. A right of revocation is hereby reserved by the grantor in each such mortgage or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

5. The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration, and each mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements, and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations are recorded.

6. Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such Amended Declaration or this Declaration.

7. Each Owner, by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act for the purposes of this Declaration and the Act.

8. Developer reserves the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article 25 to comply with the Act as it may be amended from time to time.

9. The foregoing provisions of this Declaration and in deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

ARTICLE 26

Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed or in any mortgage or trust deed or other evidence of obligation. Reference in the respective deed or in any mortgage or trust deed or other evidence of obligation to the rights described in this paragraph or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited in full and set forth in their entirety in such documents.

ARTICLE 27

Amendment. The provisions of this Declaration may not be changed, modified or rescinded unless an instrument in writing setting forth such change, modification or rescission is executed by Developer. Such instrument shall then be signed by Unit Owners having 75% of the total vote certified by the Secretary of the Board; provided, however, that all lienholders of record have been notified by Certified Mail of such change, modification or rescission and an affidavit by said Secretary of the Board certifying to such mailing is part of such instrument.

Notwithstanding the provisions of the foregoing paragraph, if the Act or this Declaration or the By-Laws requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provisions of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration and by Developer.

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Sangamon County; provided, however, that no provisions of this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Act.

ARTICLE 28

General Provisions.

A. Until such time as the Board provided for in this Declaration is formed, the Developer may, but shall not be required to, exercise any of the powers, rights, duties and functions of the Board.

B. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

C. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium.

D. In the event title to any Unit Ownership is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder, from time to time, shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claims shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

E. The Developer reserves the right to record at such time as the Building or Buildings are substantially completed and the structural components are in place either an amended survey or a new

Declaration and survey showing the actual location and dimensions of all Unit boundaries in the Building, and containing any other modifications deemed necessary by the Developer and not inconsistent with the Act.

F. When the context in words which are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter genders and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed the day and year first above written.

BRADY NORTHPOINTE, LLC, Developer

By: *Dean Graven*
Dean Graven, Its Duly Authorized Representative

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Dean Graven, an authorized representative of BRADY NORTHPOINTE, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such representative he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth, pursuant to the authority of its Manager.

Given under my hand and notarial seal this 7th day of February, 2007.

Lisa Strothmann
Notary Public

Prepared by and Return to:
BROWN, HAY & STEPHENS, LLP
J. Patrick Joyce, Jr.
205 South Fifth Street, Suite 700
P.O. Box 2459
Springfield, IL 62705-2459
(217) 544-8491



EXHIBIT A

See attached Plat

7

No plat attached

EXHIBIT B

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN THE COMMON ELEMENTS</u>
601	25%
603	25%
605	25%
607	25%
	<hr/>
	100%

EXHIBIT C
BY-LAWS
of
NORTHPOINTE COMMONS CONDOMINIUM, PHASE I

ARTICLE I
Members
(Unit Owners)

SECTION 1. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter, the "Board"), consisting of five persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners or a spouse of a Unit Owner; provided, however, that in the event a Unit Owner is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity shall be eligible to serve as a member of the Board.

SECTION 2. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereinafter referred to as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetency of any designator or by the written notice to the Board by the Owner or Owners. Any or all such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting members either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in *Exhibit B*. Developer shall be the voting member with respect to a Unit Ownership owned by the Developer.

SECTION 3. Meetings of the voting members shall be held at the Property or at such other place in the county wherein the Property is situated as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of 20% the voting members shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(A) The initial meeting of the voting members shall be held upon 10 days' written notice given by the Developer. Such written notice may be given at any time prior to the time that at least 75% of all Units in all of the phases in Northpointe Commons Condominiums are conveyed to Unit Owners by Declarant but must be given no later than 60 days after at least 75% of the said Units are conveyed or at least 3 years after recording the initial Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the voting members on the second Tuesday of January following such initial meeting.

and on the second Tuesday of January of each succeeding year thereafter, at 8:00 p.m. or at such other reasonable time or date (not more than 30 days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than 10 days prior to the date fixed for said meeting.

(B) Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by the Board of Managers, by the President of the Board, or by 20% of the voting members, and delivered not less than 10 days prior to the date fixed for said meeting nor more than 30 days prior to such meeting date. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

(C) Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice or to the Unit of the Owner with respect to which such voting right appertains if no address has been given to the Board.

ARTICLE II
Board of Directors
(Board of Managers)

SECTION 1. At the initial meeting the voting members shall elect a Board. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting, the five (5) members of the Board shall be elected. In regard to the first Board that is elected, three members shall be elected for two-year terms and two members shall be elected for one-year terms. At each annual meeting thereafter, Members shall be elected for two-year terms to fill expired terms. Members shall be elected on an at-large basis. The terms of at least two members shall expire annually. No member shall serve more than two consecutive terms. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the unanimous direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. The Board shall, however, have authority to fill vacancies by a two-thirds (2/3) vote of the Board members until the next annual meeting of Unit Owners or for a period terminating no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. The Board shall call a special meeting of the Unit Owners for the purposes of filling the vacancy following the filing of such a petition signed by Unit Owners holding 20% of the votes of the Association requesting such meeting. Except as otherwise provided in the By-Laws, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt; however, the Board shall meet at least four times a year, said meetings being once each calendar quarter.

SECTION 2. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary; and, a Treasurer who shall keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. In the event any of the officers' positions become vacant before the expiration of such officers term, the Board shall have the authority to fill the vacancy for the unexpired portion of said term. The Secretary of the Board shall mail and receive all notices. The President of the Board shall execute amendments to condominium instruments as provided for in the instruments or as provided for in the Act.

SECTION 3. Any Board member is automatically removed from office if the member fails to be available for two successive meetings. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

SECTION 4. Special meetings of the Board may be called by the President or by 25% of the members of the Board.

SECTION 5. All agreements, contracts, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents, of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and counter-signed by the Secretary of the Board.

SECTION 6. The Board shall have the following additional powers and duties:

(A) To formulate policies for the administration, management, and operation of the Property,

(B) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of the Unit Owners and to amend such rules and regulations from time to time.

(C) To provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property and to delegate any such powers to the Manager or Managing Agent (and any such employees or other personnel as may be employees of the managing agent);

(D) To estimate the amount of the annual budget and to establish annual dues (if any) and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses and dues as hereinafter provided.

(E) To pay out of the maintenance fund hereinafter provided for the following:

1. Snow removal, lawn maintenance, disposal service, liability and hazard insurance and other necessary services for the Common Elements;
2. The services of any other person or firm employed by the Board;
3. Payment for the maintenance, repair, and replacement of the Common Elements and any real estate taxes assessed against said Common Elements; and
4. Payment of dues and assessments, if any, owed by Northpointe Commons Condominium Association.

(F) To comply with the instructions of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Units Owners;

(G) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-Laws, or the Condominium Property Act of the State of Illinois.

(H) To make such reasonable rules and regulations from time to time as the Board, in its discretion, may determine in order to curtail unreasonable parking, abandonment of vehicles, storage of vehicles and rules prohibiting trucks, and rules and regulations regarding other abuses of like nature.

(I) To make such reasonable rules and regulations from time to time as the Board, in its discretion, may determine in order to regulate the use of the common areas

ARTICLE III Assessments

SECTION 1. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before December 1, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereon. In estimating the amount of the annual budget, the Board shall consider the ordinary maintenance expenses for prior years and consider the cost of any capital improvements that must be made to the Common Elements for the forthcoming year, together with the reasonable amount considered to be necessary for reserves for contingencies and replacements. The annual budget shall also take into account the estimated net available cash income for the year from assessments and dues payable to the Association. Said "estimated cash requirement" shall be assessed to the Unit Owners in the manner set forth in Article 10 of the Declaration of Condominium Ownership to which these By-Laws are attached. The annual budget shall then be adopted by the Board at its January meeting. On or before March 1 of the ensuing year, each Unit Owner shall be obligated to pay to the Board, or as it may direct, the maintenance assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected

pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage share of the total maintenance assessment to the next annual installment due from Unit Owners under the next year's estimate until exhausted, and any net shortage be added according to each Unit Owner's share of the total maintenance assessment to the installments due in the succeeding year after the rendering of the accounting.

SECTION 2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. To determine the amount of reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including, but not limited to, structural and mechanical components of Common Area buildings or structures, surfaces of the buildings and Common Elements, and energy systems and equipment regarding the Common Area structures; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the condominium units, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtaining financing and refinancing. Extraordinary expenditures not originally included in the annual estimates which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's maintenance assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due more than 10 days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

SECTION 3.

(A) Each Unit Owner shall receive notice, in the manner as provided for herein, for membership meetings or any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

(B) Except as provided in subsection (D) below, if an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by unit owners with 20% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified

(C) Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(D) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of subsection B above or subsection E below. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety, or property of the Unit Owners.

(E) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners.

(F) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections D and E above, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

SECTION 4. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing 30 days after said election and ending on last day of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article III.

SECTION 5. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then-existing monthly maintenance payment which is due more than 10 days after such new annual or adjusted estimate shall have been mailed or delivered.

SECTION 6. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon 10 days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 7. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for 30 days, any members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners to enforce collection thereof or to foreclose the lien therefor, as hereinafter provided; and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest as allowed by law and reasonable attorney's fees to be fixed by the court. To the extent permitted by any decision of any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board, as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in Condominium Property Act of Illinois. Any holder of an encumbrance on a Unit may, from time to time, request in writing a written

statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance, and unless the request shall be complied with within 20 days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

SECTION 8. No Unit Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Elements or abandonment of his Unit. No Unit Owner may assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or the Rules and Regulations of the Association. Such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

SECTION 9.

(A) Meetings of the Board shall be open to any Unit Owner or a designee for such Unit Owner approved by the Board in advance, except for the portion of any meeting held: (1) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or when the Board finds that such an action is probable or imminent; (2) to consider information regarding appointment, employment, or dismissal of an employee; or (3) to discuss violations of rules and regulations of the association or a Unit Owner's unpaid share of common expenses.

(B) Any vote on matters described above that are discussed in closed session shall be taken at a meeting or portion thereof open to any Unit Owner.

(C) Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by this Act by tape, film or other means.

(D) The Board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Declaration, By-Laws, other condominium instrument or provision of law other than this subsection before the meeting is convened, and that copies of notices of meetings of the Board shall be posted in one or more locations in the Condominium Property designated by the Board.

ARTICLE IV
General Provisions

SECTION 1. The Board shall have the responsibility of enforcing the Use and Occupancy Restrictions set out in Article 20 of the Declaration of Condominium Ownership to which these By-Laws are attached.

SECTION 2. During the period of construction of the Building or common area improvements on the Property by the Developer, Developer and its contractors and subcontractors and their respective agents and employees shall be entitled to access, ingress, and egress to said buildings and property as may be required in connection with said construction. Until all of the Units have been sold by the Developer and occupied by the purchasers, the Developer may use and show one or more of such unsold or unoccupied Units as a model residence and sales office and may maintain customary signs in connection therewith

NOTICE

DOCUMENT# 2007R04543

DESCRIPTION: Northpointe Commons

Condominium Phase 1 - Condominium

Survey - Units 601, 603, 605 & 607

Parcel - 1 Northpointe Subdivision

Plat #1

DATE: 2 - 7 - 2007

CABINET: H - 167A

ref # 2006R39619



* 2 0 0 7 R 2 4 5 2 6 *

2007R24526

07/03/2007 09:40AM

REC FEE: 54.00

REC REST FEE: 4.00

BIS FEE: 9.00

BIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$78.00

PAGES: 5

CHRISTINE

MARY ANN LAMM

SANGAMON COUNTY RECORDER

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP OF
NORTHPOINTE COMMONS CONDOMINIUMS, PHASE 1
BEING
NORTHPOINTE COMMONS CONDOMINIUMS, PHASE 2**

This First Amendment to Declaration of Condominium Ownership is made and entered into as of the 22nd day of June, 2007, by **BRADY NORTHPOINTE, LLC**, an Illinois Limited Liability Company, ("Developer").

WHEREAS, by a Declaration of Condominium recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois, on February 7, 2007, as Document No. 2007R04543, ("the Declaration"), Developer submitted certain real estate to the provisions of the Illinois Condominium Property Act, ("the Act"), which said condominium is known as Northpointe Commons Condominium, ("the Condominium"); and

WHEREAS, the Declaration reserves to Developer the right to annex and add to the Parcel and Property, as defined in the Declaration, and thereby annex and add to the Condominium created by the Declaration, all or any portion of the additional land as described in Article 25 of the Declaration; and

WHEREAS, Developer now desires to so annex and add to said Parcel and Property, and to submit to the provisions of the Act and the Declaration, certain additional real estate described as follows, to-wit:

Part of Lot 1 in Northpointe Subdivision Plat Number 1, as recorded in the Office of the Sangamon County Recorder of Deeds, described more particularly as follows: Commencing at an iron pipe marking the Northeast corner of the aforementioned Lot 1, thence South 89 degrees 26 minutes 11 seconds West along the North line of Lot 1 a distance of 220.15 feet, thence South 00 degrees 42 minutes 10 seconds East a distance of 90.63 feet, thence North 89 degrees 17 minutes 50 seconds East a distance of 43.26 feet to the true point of beginning, thence continuing North 89 degrees 17 minutes 50 seconds East a distance of 91.85 feet, thence South 12 degrees 49 minutes 23 seconds East a distance of 143.30 feet, thence South 76 degrees 44 minutes 55 seconds West a distance of 115.82 feet, thence North 12 degrees 52 minutes 37 seconds West a distance of 48.92 feet, thence North 00 degrees 00 minutes 00 seconds East a distance of 117.46 feet to the true point of beginning.

Said parcel contains 0.379 acre, more or less, all in the County of Sangamon, State of Illinois. Basis of bearing is South 89 degrees 26 minutes 11 seconds West along the North line of Lot 1 in Northpointe Subdivision, (hereinafter, "the Additional Property").

NOW, THEREFORE, Developer does hereby amend the Declaration as follows:

1. The Additional Property is hereby annexed and added to the Parcel and Property, as defined in the Declaration, and is hereby submitted to the provisions of the Act, as part of the Condominium, in accordance with and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. *Exhibit A* of the Declaration is hereby amended, by adding to said *Exhibit A*, the *Exhibit A* which is attached hereto, which includes an updated plat of Lot 1 in Northpointe Subdivision, Plat No. 1, showing the location of Units 601, 603, 605 and 607 in Phase 1 and showing the location of the Additional Property as Phase 2 on said Lot 1, and showing the location of Units 617, 619 and 621 on the Additional Property, and also showing on said *Exhibit A* a survey of Units 617, 619 and 621.

3. *Exhibit B* of the Declaration is hereby amended by substituting therefor the *Exhibit B* which is attached hereto. The percentage of ownership in the Common Elements appurtenant to each Unit of the Condominium is hereby shifted to the percentages set forth in the *Exhibit B* attached hereto.

4. *Exhibit C* of the Declaration shall not be changed by this instrument and shall continue in full force and effect in accordance with its terms as shown on the original Declaration.

5. The additional Common Elements annexed by this instrument are hereby granted and conveyed to the grantees of all Units, including the grantees of Units heretofore conveyed, all as set forth in the Declaration.

6. Except as expressly amended hereby, the Declaration shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the undersigned, BRADY NORTHPOINTE, LLC, has caused this instrument to be executed by its Members as of the day and year first above written.

BRADY NORTHPOINTE, LLC, Developer

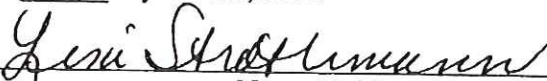
By: 
Dean Graven, Its Duly Authorized Representative

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Dean Graven, an authorized representative of BRADY NORTHPOINTE, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such representative he signed and delivered the foregoing instrument as his free

and voluntary act and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth, pursuant to the authority of its Manager.

Given under my hand and notarial seal this 22nd day of June, 2007.



Notary Public

Prepared by and Return to:
BROWN, HAY & STEPHENS, LLP
J. Patrick Joyce, Jr.
205 South Fifth Street, Suite 700
P.O. Box 2459
Springfield, IL 62705-2459
(217) 544-8491

EXHIBIT B

<u>UNIT NO.</u>	<u>PERCENTAGE INTEREST IN THE COMMON ELEMENTS</u>
601	14.286%
603	14.286%
605	14.286%
607	14.286%
617	14.286%
619	14.285%
621	<u>14.285%</u>
	100%

NOTICE

DOCUMENT# 2007R24526

DESCRIPTION: CONDOMINIUM SURVEY -
PHASE 2. PT. LOT 1 NORTH POINTE SUB.
PLAT 1

DATE: 7 - 3 - 07

CABINET: H166-B

