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THE GALENA TERRITORY  
ASSOCIATION, INC.

# **General Declaration of Covenants and Restrictions**

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**After Recording Return To:**  
**The Galena Territory Association, Inc.**  
**2000 Territory Drive**  
**Galena, IL 61036**

**Established July 23, 1973**  
**Revised July 2024**

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**AMENDED AND RESTATED GENERAL DECLARATION  
OF  
COVENANTS AND RESTRICTIONS FOR THE GALENA TERRITORY ASSOCIATION, INC.**

This instrument is recorded for the purpose of amending, consolidating and restating the Amended and Restated General Declaration of Covenants and Restrictions for The Galena Territory Association, Inc. (hereinafter referred to as "Prior Declaration"), which was recorded with the Recorder of Deeds of Jo Daviess County, Illinois, on November 29, 2017 as Document No. 396820.

The changes to Exhibit "A" in this document have been approved by the Owners of at least two-thirds (2/3) of the Lots and Living Units. This Amended and Restated General Declaration of Covenants and Restrictions for the Galena Territory Association, Inc. shall become effective after such document has been recorded in the Office of the Recorder of Deeds of Jo Daviess County, Illinois.

**PREAMBLE:**

WHEREAS, The Galena Territory Association, Inc. (hereinafter the "Association") through its Board of Directors administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Property");

WHEREAS, the Prior Declaration was recorded with the Recorder of Deeds of Jo Daviess County, Illinois, on November 29, 2017 as Document No. 396820;

WHEREAS, the Prior Declaration was previously amended by the Amendment to the Amended and Restated General Declaration of Covenants and Restrictions for The Galena Territory Association, Inc. ("February 22, 2024 Amendment"), which was recorded with the Recorder of Deeds of Jo Daviess County, Illinois, on February 22, 2024 as Document No. 430331;

WHEREAS, the February 22, 2024 Amendment added a new Section 12 to Article V of the Prior Declaration to add an energy policy statement in compliance with Section 20 of the Homeowners' Energy Policy Statement Act (765 ILCS 165/1 et. seq.);

WHEREAS, the energy policy statement added by the February 22, 2024 Amendment is incorporated into this Amended and Restated General Declaration of Covenants and Restrictions for the Galena Territory Association, Inc. in Article V, Section 12 hereof for consolidation purposes;

WHEREAS, the Owners of at least two-thirds of the Lots and Living Units have approved of amending Exhibit "A" regarding certain regulations on building materials within the following subdivisions in Galena Territory, as reflected in the amended Exhibit "A" attached hereto: Eagle Ridge Unit 12, Eagle Ridge Unit 15, Eagle Ridge Unit 17, Eagle Ridge Unit 18, Eagle Ridge Unit 19, Eagle Ridge Unit 20, Eagle Ridge Unit 22, Eagle Ridge Unit 23, Eagle Ridge Unit 24, Eagle Ridge Unit 26, Eagle Ridge Unit 27, Eagle Ridge Unit 28, Eagle Ridge Unit 29, Eagle Ridge Unit 30, Eagle Ridge Unit 31, Eagle Ridge Unit 32, Eagle Ridge Unit 33, Shenandoah Unit 20, Shenandoah Unit 21, Shenandoah Unit 22, Shenandoah Unit 23, Shenandoah Unit 26, Shenandoah Unit 27, and Shenandoah Unit 28;

WHEREAS, Section 1-20(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-20(a)) provides that amendments to declarations shall be deemed effective upon recordation, unless the amendment sets forth a different effective date; and

WHEREAS, this Amended and Restated General Declaration of Covenants and Restrictions for the Galena Territory Association, Inc. shall become effective upon recordation in the Office of Recorder of Deeds, Jo Daviess County, Illinois.

NOW THEREFORE, the Prior Declaration is hereby amended and restated as follows:

**ARTICLE I  
DECLARATION - PURPOSES**

Section 1. **General Purposes:** The Developer is the owner of certain real property located in Jo Daviess County, Illinois, and desires to create thereon a planned community development provided with common properties designed for the private use of owners within such development, except as herein otherwise provided.

- (a) The Developer desires to provide for the preservation of the values and amenities in said planned community development and for the maintenance of the open spaces and other common properties and to this end desires to subject the real property described in Article III, together with such additions as hereafter may be made thereto as provided in Article III, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.
- (b) The Developer has deemed it desirable for the efficient preservation of the values and amenities in said planned community development to create an entity to which the Common Properties will be conveyed and transferred, and to which will be delegated and assigned the powers of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created. For that purpose, the Developer has caused to be incorporated under the laws of the State of Illinois a nonprofit corporation known as "The Galena Territory Association, Inc."

Section 2. **Declaration:** To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article III as "Existing Properties", and such additions to the Existing Properties as hereinafter may be made pursuant to the provisions of Article III hereof, whether or not referred to in any deed of conveyance of such properties, at all time is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

**ARTICLE II  
DEFINITIONS**

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

- (a) "Association" shall mean and refer to "The Galena Territory Association, Inc.", its successors and assigns.
- (b) "The Properties" shall mean and refer to Existing Properties, and all additions to the Existing Properties subject to this declaration.
- (c) "Existing Properties" shall mean and refer to the real estate described in Article III Section 1. hereof.
- (d) "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its members, and any replacement of or for any of the foregoing.
- (e) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of The Properties, but shall not include any plot designated therein as a "tract".

- (f) "Living Unit" shall mean and refer to any portion of a Multi-Family Structure situated upon the properties designed for occupancy by a single family.
- (g) "Multi-Family Structure" shall mean any building containing two or more Living Units under one roof or any cluster of Living Units of single or multiple story construction, whether detached or joined by common walls, situated upon any lot designated for multi-family residential use.
- (h) "Single Family Residential" shall mean any of The Properties restricted by Supplemental Declaration to use for improvement with Dwellings.
- (i) "Multi-Family Residential" shall mean any of The Properties restricted by Supplemental Declaration to use for improvement with Multi-family Structures.
- (j) "Owner" shall mean the record owner, (whether one or more persons or entities), of the fee simple title to or the contract purchaser for any Lot or Living Unit situated upon The Properties; but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosures.
- (k) "Member" shall mean all those owners who are members of the Association as hereinafter provided, except that the Developer shall not be a Member.
- (l) "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.
- (m) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.
- (n) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.
- (o) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.
- (p) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.
- (q) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or Dwelling Accessory Buildings.
- (r) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.
- (s) "Committee" shall mean the Architectural Review Committee.

**ARTICLE III  
EXISTING PROPERTIES -  
ADDITIONS THERETO - MERGERS:**

Section 1. **Existing Properties.** The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in Jo Daviess County, Illinois and more particularly described in Exhibit "A" attached hereto. The specific restrictions and specifications pertaining to the various lots as set forth by the Developer in the aforementioned Supplemental Declarations are set forth in Exhibit "A" and by reference incorporated herein.

**Section 2. Additions to Existing Properties.** The Developer is the owner of, or has the right to acquire, 6,500 acres, more or less, including the Existing Properties, comprising a single tract of land in Jo Daviess County, Illinois. The Developer, its successors and assigns, in accordance with Developer's General Plan of Development for The Galena Territory, shall have the right to bring within the scheme of this Declaration in future stages of development any part or all of said lands which are not included in the Existing Properties. The additions authorized under this, and Article III Section 3, shall be made by filing of record a Supplemental Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Any Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of use of the added property, as are not inconsistent with the scheme of this Declaration. Any such additional property, when made subject to the scheme of this Declaration, will become subject to assessment for its just share of Association expenses in accordance with the scheme of this Declaration. In no event shall any such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing properties in any manner which would substantially alter the scheme of this Declaration.

**Section 3. Other Additions.** The Developer reserves the right to bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III Section 1 and Section 2 and which now are or hereafter may be owned by Developer and subjected to the scheme of this declaration, provided that Developer provides with respect to such additional lands, open areas and recreational or other facilities which, in developer's sole discretion, will not unjustly dilute the available facilities within The Properties as so expanded.

**Section 4. Mergers.** In the event of a merger or consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any, other properties, as one scheme. However, no such merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties or any Supplemental Declaration with respect to any additions thereto, except as hereinafter provided.

#### **ARTICLE IV ARCHITECTURAL REVIEW PROCESS:**

**Section 1. Objectives.** Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

**Section 2. The Committee.** To achieve Developer's objectives, the Developer shall create the Committee with power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Committee. The Committee shall consist of not less than three members. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished the Association. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. The function of the Committee shall be transferred to the Association at any time at the option of the Developer.

**Section 3. Matters Requiring Approval.** Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping, design and proposed



location on the lot of the sanitary disposal system, of the same shall have been submitted to and approved in writing by the Committee.

**Section 4. Procedure.** Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be required and this Article will be deemed fully complied with. At the discretion of the Committee a reasonable filing fee established by the Committee shall accompany the submissions of such plans to defray expenses except that so long as the Committee is under developer's control such fees shall not exceed \$50.00. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee.

**Section 5. Deviations From Covenants and Restrictions.** The Committee shall have the power to enter into agreements with the Owner of any Lot, without the consent of the Owner of any other Lot, or adjoining or adjacent property, to deviate from the provisions of the covenants and restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardships which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenant as to other Lots in The Properties.

## **ARTICLE V GENERAL RESTRICTIONS**

**Section 1. Land Use - Single Family Residential.** Any portion of The Properties designated by Supplemental Declaration for "Single Family Residential" use shall be used only as Dwelling Lots for single family residences and shall be subject to the restrictions set forth in this Article V or as modified or added to by the provisions of the Supplemental Declaration pertaining thereto. Except as may be otherwise provided in the supplemental Declaration, no building shall be erected on any such Lot except one Dwelling designed for occupancy by a Single Family and one Dwelling Accessory Building designed for use in conjunction with said Dwelling as a private garage or servants' quarters or a combination of both. No structure may be erected or maintained on any such Lot except as shall be approved in writing by the Committee.

**Section 2. Land Use - Multi-Family Residential.** Any portion of The Properties designated by Supplemental Declaration for "Multi-Family Residential" use shall be used only for improvement with Multi-Family Structures and shall be subject to the restrictions set forth in this Article V or as modified or added to by the provisions of the Supplemental Declaration pertaining thereto.

**Section 3. Quality of Structures.** It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Committee.

**Section 4. Location of Structures on Lot.** The developer deems that the establishment of standard inflexible building setback lines for location of structures on individual Lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. Therefore, the location of each structure, including driveways and culverts, on a Lot shall be subject to approval in writing by the Committee, giving consideration to setback lines, if any, on the recorded plat, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

**Section 5. Nuisances.** No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the

neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

**Section 6. Temporary Structures.** No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same Lot as the structure and such temporary structures shall be removed upon completion of construction.

**Section 7. Completion of Construction.** Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the Owner's control. No structure shall be deemed completed until installation of approved landscaping.

**Section 8. Maintenance of Lots.** All Lots, including adjacent parkway's, whether occupied or unoccupied, and any improvements placed thereon at all times shall be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from such work.

**Section 9. Lot Appearance.** No person shall accumulate on his Lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded.

**Section 10. Other Prohibited Matters.** Except as otherwise permitted by the Supplemental Declaration: No animals other than unoffensive common domestic household pets such as dogs and cats, shall be kept on any Lot. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Committee. Habitual parking of commercial vehicles on any Lot or parking area adjacent is prohibited. No model home or homes shall be permitted on any Lot or Lots except by prior written authorization of Developer. Habitual parking on roadways is prohibited.

**Section 11. Easements Reserved with Respect to Lots.** Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

- (a) Utility easements shown on any recorded Plat of The Properties, except that if any plat fails to establish easements for such purposes than a 10-foot side strip running along side lot lines, front lot line and rear lot line of Dwelling Lots is reserved for the installation and maintenance of utility facilities, and incidental usage related thereto.
- (b) The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement and any damages caused by user of right to the easement shall be repaired and restored by such user.
- (c) Prior to commencement of construction upon any Lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any Lot for the purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.
- (d) No Owner shall have any claim or cause of action, except as herein provided, against Developer, its successor, assigns, or licensees arising out of exercise or nonexercise of any reserved easement except in cases of willful or wanton misconduct.

**Section 12. Energy Policy Statement.**

**PURPOSE OF STATEMENT:** In compliance with Section 5 of the Homeowner's Energy Policy Statement Act (765 ILCS 165/1 et. seq.) the Board of Directors has adopted this Energy Policy Statement for the purpose of protecting the public health, safety, and welfare of the Members of the

Association, while encouraging the development and use of solar energy systems in order to conserve and protect the value of land, building, and resources.

- (a) Definitions: The terms used herein shall have the meanings and definitions prescribed to them in Section 10 of the Homeowner's Energy Policy Statement Act.
- (b) Application for the installation of solar collectors, solar storage mechanisms and solar energy systems must be made to the Committee as described and required in this Declaration, and in particular in Article IV of this Declaration. The Committee shall evaluate and approve or disapprove applications on a case-by-case basis.
- (c) The guidelines included in this Section are intended to be general in nature and in compliance with Section 20 of the Homeowner's Energy Policy Statement Act (765 ILCS 165/20) and are intended to include photovoltaic, hydronic and other solar energy devices. The Committee is concerned with esthetics. The Committee recommends that solar collectors, solar storage mechanisms and solar energy systems be mounted as inconspicuously as possible.
- (d) Solar collectors, solar storage mechanisms and solar energy systems should not be highly visible from neighboring Lots or properties or from roadways.
- (e) Solar collectors, solar storage mechanisms and solar energy systems must be mounted and installed parallel to the roof and must stand no higher than six inches (6") from the roof material. Arrays shall be arranged to be compatible with the roof design. Solar collectors, solar storage mechanisms and solar energy systems should be coordinated with roof color and frames.
- (f) A special structure may be allowed to locate a solar energy system grid below roof peak on the back side of a roof if needed. The grid may be properly aimed for efficiency. Sun tracker devices may be utilized.
- (g) Ground mounted solar collectors, solar storage mechanisms and solar energy systems are encouraged, but should not be highly visible from neighboring Lots or properties or from roadways and must not be located within any utility easement, any front yard setback area or any golf course setback area. Sun tracker devices may be utilized with ground mounted solar collectors, solar storage mechanisms and solar energy systems to optimize efficiency. Provided, however, that no tree removal related to the installation or use of ground mounted solar collectors, solar storage mechanisms and solar energy systems is permitted. Additionally, landscaping will be required to screen all ground mounted solar collectors, solar storage mechanisms and solar energy systems from neighboring Lots, properties and roadways.
- (h) All wiring and affixing appliances must be installed in an inconspicuous manner.
- (i) A sample or illustration of the proposed solar collectors, solar storage mechanisms and solar energy systems should be submitted to the Committee as part of an Owner's application under Paragraph (b) herein and should clearly depict and describe the system and define the materials used. Construction drawings for the specific installation should be provided. Drawings should clearly show all elevations, roof planes, proposed assembly and attachment to the roof structure, proposed installation location on the Dwelling and the location of any storage tanks.
- (j) As part of an Owner's application under Paragraph (b) herein, a preliminary site plan must be submitted showing the Dwelling location and compass points.

**ARTICLE VI  
THE COMMON PROPERTIES: RIGHTS, OBLIGATIONS  
AND RESERVATIONS WITH RESPECT THERETO:**

Section 1. **Members Easements of Enjoyment.** Subject to the provisions of this Article VI, every Member shall have the non-exclusive right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

**Section 2. Obligation of the Association with Respect to Common Properties.** The Association, for itself, its successor and assigns, hereby covenants with the Developer as Follows:

- (a) The Association will accept conveyance of the Common Properties which the Developer is obligated to or, may convey to the Association.
- (b) The Association will preserve and maintain for the common benefit of its Members, and other users of right, all of the Common Properties which it shall own, shall pay any taxes assessed thereon, carry insurance with respect thereto as determined by its Board of Directors, and shall keep the same in good and sightly appearance.

**Section 3. Extent of Members Easements.** The rights and easements of enjoyment created hereby for the benefit of Association members and other users of right shall be subject to the following:

- (a) Rights of the Developer, its successors, assigns, licensees and sub-licensees as herein reserved.
- (b) The right of the Association, in accordance with its by-laws, to borrow money for the purpose of improving the Common Properties, and in addition thereto, to mortgage such properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all Members' rights fully restored.
- (c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosures.
- (d) The right of the Association, as provided in its Articles and By-Laws, to make reasonable rules and regulations with respect to the use of the Common Properties and to suspend enjoyment rights of any Member for any period during which any assessment against such Member remains unpaid, and for any period not to exceed thirty days, for any infraction of its published rules and regulations.
- (e) Except as otherwise provided herein, the right of the Association to charge reasonable admission and other fees for the use of the Common Properties where such use results in an added expense to the Association and added benefits to the using Members.
- (f) "The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility, subject to the conditions and limitations as provided in its Articles of Incorporation."

**Section 4. Rights and Easements Reserved by Developer.** The Developer for itself, its successors and assigns, reserves the following rights and easements in and with respect to Common Properties transferred to the Association:

- (a) An easement is reserved with respect to all open areas conveyed to the Association pursuant to this Declaration, to install, lay, construct, renew, operate and maintain utility lines and conduits and underground or overhead poles and equipment, and structures and devices relating to utility services for the purpose of serving the properties with telephone, electricity, water, sewer service and other utility services; and Developer, its successors and assigns, through authorized representatives, may enter upon such areas at all times for any such purposes, and cut down and remove any trees or bushes that interfere or threaten interference with any such right of use.
- (b) An easement is reserved for surface drainage over any open areas.
- (c) The Developer reserves for itself, its successors, assigns, licensees and sublicensees the non-exclusive use, in common with Members, of the open areas (including lakes) for recreation purposes.

- (d) The Developer reserves for itself, its successor and assigns, the right from time to time to construct additional recreational facilities and structures upon any of the open within the properties areas which are Common Properties, and at sites selected by Developer, which additional facilities upon completion will be a part of the Common Properties.
- (e) The Developer reserves for itself, its successor and assigns, the right to use at all times, without rental, any of the open areas which are Common Properties for the purpose of pasturing and grazing animals and growing and harvesting of hay and other feed crops. Such right shall include fencing of areas used for such purposes but use of such right shall not be in a manner so as to interfere with the continuity of any established trail systems in such areas or any trail systems which the Association reasonably may desire to establish them.
- (f) Agents, representatives and licensees of the Developer shall have the right at all times to enter upon the open areas for the purpose of exercising any such reserved rights, and no such entry shall constitute trespass, provided that no such entry shall interfere unreasonably with the use and enjoyment of the Common Properties by the Members, except as restricted herein.
- (g) The Developer, its successors and assigns, by their agents and representatives, reserves the right during the sales period of the development, but not exceeding ten (10) years from the date of recording of this Declaration, at all times to bring prospective customers upon any and all of the Common Properties, except the exercise of such right shall not unreasonably interfere with the use of the Common Properties by Members.

**ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION:**

Section 1. **Membership.** Every person or entity, except the Developer, who becomes an Owner of any Lot or Living Unit subject to the provisions of this Declaration and which is subject to assessment by the Association automatically shall be a Member of the Association by acceptance of a Deed or Conveyance or by entering into a contract for purchase of such Lot or Living Unit, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. **Voting Rights.** The Association shall have one class of Members who shall be the persons or entities as provided in Article VII Section 1. Each Member shall be entitled to one vote for each Lot or Living Unit in which he holds the interest required for membership. When more than one person holds such interest, all such persons shall be Members and the vote for such Lot or Living Unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

- (a) For purposes of determining votes allowed pursuant to this Article, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

**ARTICLE VIII  
COVENANT FOR  
MAINTENANCE ASSESSMENTS**

Section 1. **Creation of the Lien and Personal Obligation with Respect to Assessments.** The Developer, for each Lot and Living Unit within the properties subjected to the provisions of this Declaration, hereby covenants and each Owner of any such Lot or Living Unit, by acceptance of a deed therefore or contract for the purchase thereof (whether or not it shall be so expressed in any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article. Each such assessment, together with interest thereon and costs of collections thereof, also shall be the personal

obligation of the person who is the Owner of such assessed land at the time when the assessment fell due.

**Section 2. Purpose of Assessments - Annual Assessments.** The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of, the Members, and for the improvement and maintenance of the Common Properties, and to providing services and facilities related to all or any of the foregoing matters, and of the Members, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the Common Properties, payment of insurance with respect to the Common Properties and repairs, replacement and additions thereto, payment for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof.

**Section 3. Amount of Assessments, Change in Amount and Date of Commencement.**

(a) The annual assessment for each year, commencing with the assessment made with respect to the calendar year 1976, shall be \$100.00. No assessment shall be made with respect to any period prior to 1976. The Board of Directors of the Association, by resolution adopted in the manner provided in its By-Laws may increase the amount of the annual assessment for any future year, except that the amount of the increase for any year shall not exceed 15% of the annual assessment for the preceding annual period unless an annual assessment of a greater amount for such year shall have been approved by vote of Members as provided in the By Laws of the Association. The Board shall provide to each Owner a copy of the proposed annual budget, together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes, at least thirty (30) days, but not more than sixty (60) days, prior to the adoption of said budget by the Board.

(b) Provided that, if an adopted budget or any separate assessment adopted by the Board would result in the total assessments (annual plus separate) payable in the budgeted fiscal year exceeding one hundred and fifteen percent (115%) of the total assessments (annual plus separate) payable during the preceding fiscal year, then the Board, upon written petition signed by Members representing at least twenty percent (20%) of the total votes in the Association delivered to the Board within fourteen (14) days of the Board's action, shall call a meeting of the Owners to be held within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. At said meeting, unless Members representing a majority of the total votes in the Association cast votes to reject the adopted budget or separate assessment, the same shall be deemed ratified.

(c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of Subsection (b) or (d) of this Section. As used in this Section, "emergency" means a danger to or a compromise of the structural integrity of the Common Properties or any of the common facilities of the Association or a danger to the life, health or safety of the Members.

(d) Provided further, however, that any assessments for additions or alterations to the Common Properties or other Association owned property that are not included in the adopted annual budget, shall be subject to the approval of Members representing a majority of the total Lots.

**Section 4. Effect of Nonpayment of Assessment; the Lien; Personal Obligation of the Owner.** If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with the Recorder of Deeds an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then Owner, his heirs, representatives, successor and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

**Section 5. Interest; Remedies of the Association.** Delinquent assessments shall bear interest at the rate of 8% per annum from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided and reasonable attorney's fees to be fixed by the court, together with the costs of such action.

Section 6. **Exempt Property.** Notwithstanding the foregoing, no assessments, charges or liens shall be assessed with respect to Lots owned by the Developer(except Lots subject to purchase contracts).

Section 7. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien or any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosures, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 8. **Proof of Payment.** The Association upon request and payment of a service fee of not more than \$15.00 at any time shall furnish any Owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any which have been made with respect to said Owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

Section 9. **Itemized Accounting.** The Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. Additionally, the Board shall either: (a) make available for review to all Members an itemized accounting of the common expenses for the preceding fiscal year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves; or (b) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

Section 10. **Generally Accepted Accounting Principles.** The Association shall use generally accepted accounting principles ("GAAP") in fulfilling any accounting obligations the Association has under the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.).

#### **ARTICLE IX SANITARY DISPOSAL:**

Section 1. Except as otherwise provided by Supplemental Declaration, sanitary disposal for each Lot shall be by means of a septic system or other approved method designed by a registered professional engineer or registered sanitarian. Before installation, the design plans for the system shall be submitted to and a permit for installation obtained from Jo Daviess County Health Department or any other governmental authority having jurisdiction. Any such system as installed shall be subject to inspection and final approval by the approving authority before backfilling. The cost of installation of the system shall be borne by the Owner. Final approval by the Committee of building plans shall be subject to issuance of the required permit for sanitary disposal.

#### **ARTICLE X WATER SERVICE:**

Section 1. Every Owner of, or contract purchaser for, a Lot in The Properties covenants by acceptance of a deed of conveyance to or execution of a contract of purchase for such Lot, for himself, his heirs, representatives, successors and assigns, to pay to the Developer, a building service fee then in effect as established by Developer at the time the owner, or contract purchaser as the case may be builds on his Lot. Said fee includes the fee for review of plans by the Architectural Review Committee as provided in Article IV of the Declaration, as well as partial reimbursement of certain costs expended by Developer for water and electric facilities. Thereafter owner, or contract purchaser as the case may be, shall pay for usage of water and electric service at reasonable rates to be paid to a public utility regulated by Illinois Commerce Commission.

Section 2. Unpaid amounts billed for availability of water, connection charge and water usage rates shall constitute a lien upon and encumber the Lot or Lots with respect to which the charges shall have been made and the utility, its successors and assigns, shall have the same rights and remedies to record

and foreclose such liens and collect such charges as are reserved to the Association with regard to its charges as set forth in ARTICLE 8 hereof.

## **ARTICLE XI GENERAL PROVISIONS:**

Section 1. **Duration.** The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Lots and Living Units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement or change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

Section 2. **Notices.** Any notice sent or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of mailing.

Section 3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

Section 4. **Modification.** By recorded Supplemental Declaration, the Developer may modify any of the provisions of this Declaration of any Supplemental Declaration for the purpose of clarification or otherwise, provided no such modification shall change the substantive provisions of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner established by such document.

Section 5. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

Section 6. **Fidelity Insurance.** The Association shall obtain and maintain fidelity insurance covering all persons who control or disburse funds of the Association, for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and management company.

**END OF TEXT OF DECLARATION**



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS        )

CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Vice President of the Board of Directors of The Galena Territory Association, Inc., and that the attached is a true, correct, and accurate copy of the Amended and Restated General Declaration of Covenants and Restrictions for the Galena Territory Association, Inc., and that the changes to Exhibit "A" attached to said document have been approved by the Owners of at least two-thirds (2/3) of the Lots and Living Units in The Galena Territory Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of July, 2024.

THE GALENA TERRITORY ASSOCIATION,  
INC.

By: Cathy J. Stallegen  
As Vice President of the Board of Directors



I, Dixie Birkbeck, a Notary Public, hereby certify that on the above date, the above Vice President of the Board of Directors of The Galena Territory Association, Inc., which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: Dixie Birkbeck

## Exhibit "A"

### Legal Description of Existing Properties and Lot Specific Restrictions

The restrictions set forth in this Exhibit "A" are applicable as to the lots included in the paragraph where each respective restriction is located only.

Paragraph 1. Lots 1 to 132 (both inclusive) in Shenandoah Unit 1 of Branigar's Galena Territory, a Subdivision in Jo Daviess County, Illinois according to Plat of Record recorded with the Recorder of Deeds in Plat Book 14, Page 5, 6, 7 and 8. [*from Original Declaration*].

Paragraph 2. Lots 1 to 117, both inclusive, in Eagle Ridge Unit 1 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 65-67 as Document No. 141748. [*from Supplemental Declaration recorded July 15, 1977 in Book 10 of Miscellaneous, pages 907 and 908 with recording number 143115*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Use provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 39, 40, 41, 59 and 60 in Eagle Ridge Unit 1 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois,

according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 65-67 as Document No. 141748

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 3. Lots 1 to 79, both inclusive, in Eagle Ridge Unit 2 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 75-78 as Document No. 145474. *[from Supplemental Declaration recorded March 2, 1978 in Book 11 of Miscellaneous, pages 349 and 350].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Use provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 1, 2, 3, 6 to 16 (both inclusive), 19, 20, 27, 28, 29, 33, 34, 50 to 56 (both inclusive), 61, 62, 75, 76 and 77 in Eagle Ridge Unit 2 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 75-78 as Document No. 145474, except for Lots 12, 13, 14, 15, 50 and 56, upon which a maximum of four (4) horses may be stabled.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 4. Lots 1 to 38, both inclusive, in Eagle Ridge Unit 3 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 81 as Document No. 146098. *[from Supplemental Declaration recorded March 2, 1978 in Book 11 of Miscellaneous, pages 353 and 354].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Use provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

There are no lots identified in this paragraph which are designated for such special permitted uses to allow stabling of horses.

Architectural Criteria: By reason of the unique character and golf course proximity of Eagle Ridge Unit 3, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling constructed on any of the lots identified in this paragraph shall be 4 in 12.

Building Setbacks. No structures of fencing may be erected within rear building set back areas designated on the plat of subdivision identified in this paragraph.

Paragraph 5. Lots 1 to 35, both inclusive, in Eagle Ridge Unit 4 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 85 and 86 as Document No. 152066. [*from Supplemental Declaration recorded September 26, 1979 in Book 13 of Miscellaneous, page 431 with recording number 153362*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 6. Lots 1 to 7, both inclusive, in Eagle Ridge Unit 6 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 111 as Document No. 157357. [*from Supplemental Declaration recorded May 28, 1981 in Book 15 of Miscellaneous, pages 742 and 743 with recording number 159409*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria: By reason of the unique character and golf course proximity of Eagle Ridge Unit 6, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms.

The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling constructed on any of the lots identified in this paragraph shall be 4 in 12.

Building Setbacks. No structures of fencing may be erected within rear building set back areas designated on the plat of subdivision identified in this paragraph.

Paragraph 7. Lots 1 to 30, both inclusive, in Eagle Ridge Unit 7 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 112 and 113 as Document No. 157419. *[from Supplemental Declaration recorded May 28, 1981 in Book 15 of Miscellaneous, pages 744 and 745 with recording number 159410].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria: By reason of the unique character and golf course proximity of Eagle Ridge Unit 7, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling constructed on any of the lots identified in this paragraph shall be 4 in 12.

Building Setbacks. No structures of fencing may be erected within rear building set back areas designated on the plat of subdivision identified in this paragraph.

Paragraph 8. Lots 1 to 30, both inclusive, in Eagle Ridge Unit 7 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 112 and 113 as Document No. 157419. [*from Supplemental Declaration recorded May 28, 1981 in Book 15 of Miscellaneous, pages 744 and 745 with recording number 159410*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria: By reason of the unique character and golf course proximity of Eagle Ridge Unit 7, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling constructed on any of the lots identified in this paragraph shall be 4 in 12.

Building Setbacks. No structures of fencing may be erected within rear building set back areas designated on the plat of subdivision identified in this paragraph.

Paragraph 9. Lots 1 to 27, both inclusive, in Eagle Ridge Unit 10 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plan Hold A, Nos. 57 and 58 as Document No. 166732. [*from Supplemental Declaration recorded July 13, 1983 in Book 18 of Miscellaneous, pages 348 and 349 with recording number 167399*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria: By reason of the unique character and golf course proximity of Eagle Ridge Unit 10, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling constructed on any of the lots identified in this paragraph shall be 4 in 12.

Building Setbacks. No structures of fencing may be erected within 50' of the rear lot lines of Lots 6-13.

Paragraph 10. Lots 1 to 17, both inclusive, in Eagle Ridge Unit 11 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 123 as Document No. 160496. *[from Supplemental Declaration recorded June 11, 1982 in Book 17 of Miscellaneous, pages 4 and 5 with recording number 163125].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria: By reason of the unique character and golf course proximity of Eagle Ridge Unit 11, the Architectural Review Committee will apply more



stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling constructed on any of the lots identified in this paragraph shall be 4 in 12.

Building Setbacks. No structures of fencing may be erected within rear building set back areas designated on the plat of subdivision identified in this paragraph.

Paragraph 11. Lots 1 to 27, both inclusive, in Eagle Ridge Unit 12 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 133 and 134 as Document No. 162911. *[from Supplemental Declaration recorded March 4, 1983 in Book 17 of Miscellaneous, pages 1020 and 1021 with recording number 165812].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria: By reason of the unique character and golf course proximity of Eagle Ridge Unit 12, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet or more than 2,500 square feet.

Sanitary Disposal. All lots identified in this paragraph will be served by central water and a central sewage disposal system. No individual wells or septic tanks will be permitted. The owner by accepting conveyance of title to property subject to the Declaration agrees to pay the established sewer tap on fee set by the utility.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 12, the following special provisions with respect to the residential units constructed thereon shall apply:

- a. The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.
- b. Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.
- c. Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.
- d. Suitability of design shall be judged in relation to compatibility with nearby units either existing or approved for construction. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.
- e. A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 12. Lots 1 to 6, both inclusive, in Eagle Ridge Unit 14 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plan Hold A of Plats, No. 54 as Document No. 166733. *[from Supplemental Declaration recorded November 28, 1983 with recording number 169366].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria: By reason of the unique character and golf course proximity of Eagle Ridge Unit 14, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Proposed construction must be designed in architectural continuity with

the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling constructed on any of the lots identified in this paragraph shall be 4 in 12.

Building Setbacks. No structures of fencing may be erected within rear building set back areas designated on the plat of subdivision identified in this paragraph.

Landscaping. Due to the unique setting of Eagle Ridge Unit 14 and the Developer's desire to provide for the preservation of the property values and for the benefit of the property within the unit and for each owner thereof, the Developer declares that the individual owners by accepting a deed to a lot in this unit shall be deemed to have agreed to enter into a joint contract providing for the landscape maintenance of the six (6) lots in the unit.

The provisions of this Declaration are intended to create mutual equitable servitudes on each lot in the unit in favor of each other lot; to create privity of contract and estate between grantees of each lot in the unit, their heirs, successors and assigns, and to operate as a covenant running with the land for the benefit of each lot in the unit, and the respective owners of such lots in the unit, present and future.

Each owner shall join with the other owners in executing a joint contract to procure landscaping service from one (1) contractor for an initial five (5) year period in order to provide overall quality and uniformity. The initial contract shall be executed by each owner at the time they purchase and the contract shall be binding upon their heirs, successors and assigns. At the expiration of the original contract, the owners shall execute an agreement for landscaping services by March 1 of each year. The execution of the joint contract by four (4) of the six (6) property owners shall suffice to obligate the remaining owners.

If a property owner fails to pay his portion of any obligation stated in the contract, the unpaid amount shall become a lien on the property pursuant to and enforceable in accordance with the Illinois Mechanics Lien Act (770 ILCS 60/1 et. seq.), as amended from time to time.

The landscape contract shall require that the property be maintained to meet standards promulgated from time to time by The Galena Territory Architectural Review Committee, except, however, any four (4) of the six (6) property owners by written agreement may override the standards of The Galena Territory Architectural Review Committee if they deem such requirements to be unreasonable or impractical.

Owners shall require performance by the contractor in accordance with the contract which may be modified only as provided in this paragraph. Failure of the owners to undertake such enforcement shall entitle the Architectural Review Committee

to enforce the contract for the benefit of other owners and the preservation of property values, for the benefit of the property within the unit and for each owner thereof.

Paragraph 13. Lots 1-38, both inclusive, in Eagle Ridge Unit 15 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold A of Plats, Nos. 121 and 122, as Document No. 170729. *[from Supplemental Declaration recorded on June 18, 1984 as Document Number 171911.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 15, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet or more than 2,500 square feet.

Sanitary Disposal. All lots included in this paragraph will be served by central water and a central sewage disposal system. No individual wells or septic tanks will be permitted. The owner by accepting conveyance of title to property subject to this Declaration agrees to pay the established sewer tap on fee set by the utility.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 15, the following special provisions with respect to the residential units constructed thereon shall apply:

- (a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.
- (b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of

materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Native limestone shall be used in all exterior masonry work.

(e) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 15. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(f) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 14. Lots 1-25, both inclusive, in Eagle Ridge Unit 16 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold A of Plats, Nos. 176, 177 and 178, as Document No. 172010. *[from Supplemental Declaration recorded on January 22, 1985 as Document Number 174428.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 16, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling shall be 4 in 12.

Building Setbacks. No structures or fencing may be erected within 50' of the rear lot lines of Lots 1-5.

Paragraph 15. Lots 1-16, both inclusive, in Eagle Ridge Unit 17 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold A of Plats, Nos. 267 and 268, as Document No. 176010. *[from Supplemental Declaration recorded on July 24, 1985 as Document Number 176471.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 17, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 17, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade,

minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 17. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 16. Lots 1-44, both inclusive, in Eagle Ridge Unit 18 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold A of Plats, Nos. 287 and 288, as Document No. 177261. *[from Supplemental Declaration recorded on October 1, 1985 as Document Number 177304.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 18, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet or more than 2,500 square feet.

Sanitary Disposal. All lots included in this paragraph will be served by central water and a central sewage disposal system. No individual wells or septic tanks will be permitted. The owner by accepting conveyance of title to property subject to this Declaration agrees to pay the established sewer tap on fee set by the utility.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 18, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 18. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 17. Lots 1-29, both inclusive, in Eagle Ridge Unit 19 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, Nos. 107-B, 108-A and 108-B, on March 23, 1987.

Lots 1-49, both inclusive, in Eagle Ridge Unit 20 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, Nos. 109-A, 109-B, 110-A and 110-B, on March 23, 1987. *[from Supplemental Declaration recorded on March 26, 1987 as Document Number 184780.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Units 19 and 20, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms.



The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Units 19 and 20, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Units 19 and 20. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Units 19 and 20.

Paragraph 18. Lots 1-18, both inclusive, in Eagle Ridge Unit 21 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, Nos. 115-B, 116-A and 116-B, as Document No. 185681. *[from Supplemental Declaration recorded on November 23, 1987 as Document Number 188937.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 21, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Lot size limitations and building setbacks from lot lines may preclude approval of additions and garages on some lots. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Roof Pitch. The minimum roof pitch for any dwelling shall be 6 in 12.

Building Setbacks. No structures or fencing may be erected within rear building setback areas. 50' rear building setbacks from golf course lands affect lots 1, 2, 3, 9, 10, 11, 12, 13 and 14.

Satellite Television Dishes and Antennas. Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 21.

Paragraph 19. Lots 1-2, both inclusive, in Eagle Ridge Unit 22 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 179-B, as Document No. 195914. *[from Supplemental Declaration recorded on February 6, 1989 as Document Number 195923.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 22, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms.

The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet, nor more than 2,800 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 22, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 22. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 22.

Paragraph 20. Lots 1-10, both inclusive, in Eagle Ridge Unit 23 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 146-B, on March 18, 1988. *[from Supplemental Declaration recorded on March 28, 1988 as Document Number 190723.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 23, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet, nor more than 2,800 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 23, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 23. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 23.

Paragraph 21. Lots 1-14, both inclusive, in Eagle Ridge Unit 24 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 147-B, on March 18, 1988. *[from Supplemental Declaration recorded on March 28, 1988 as Document Number 190722.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 24, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet, nor more than 2,800 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 24, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 24. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 24.

Paragraph 22. Lots 1-7, both inclusive, in Eagle Ridge Unit 25 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 147-A, on March 18, 1988. *[from Supplemental Declaration recorded on March 28, 1988 as Document Number 190721.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. The Architectural Review Committee will apply stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 25, the following special provisions with respect to the residential units constructed thereon shall apply:

- (a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.
- (b) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 25. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.
- (c) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 23. Lots 1-21, both inclusive, in Eagle Ridge Unit 26 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in

Plan Hold B of Plats, No. 160-B, as Document No. 192595. *[from Supplemental Declaration recorded on July 25, 1988 as Document Number 192713.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 26, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 26, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 26. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 26.

Paragraph 24. Lots 1-24, both inclusive, in Eagle Ridge Unit 27 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 178-B, as Document No. 195898. *[from Supplemental Declaration recorded on February 6, 1989 as Document Number 195924.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 27, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 27, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.



(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 27. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 27.

Paragraph 25. Lots 1-21, both inclusive, in Eagle Ridge Unit 28 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 179-A, as Document No. 195900. *[from Supplemental Declaration recorded on February 6, 1989 as Document Number 195925.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 28, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 28, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 28. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 28.

Paragraph 26. Lots 1-25, both inclusive, in Eagle Ridge Unit 29 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 21, as Document No. 201955. *[from Supplemental Declaration recorded on March 16, 1990 as Document Number 202474.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 29, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 29, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 29. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 29.

Paragraph 27. Lots 1-8, both inclusive, in Eagle Ridge Unit 30 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 51, as Document No. 204198. *[from Supplemental Declaration recorded on June 28, 1990 as Document Number 204229.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character of Eagle Ridge Unit 30, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from

visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 30, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 30. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 30.

Paragraph 28. Lots 1-12, both inclusive, in Eagle Ridge Unit 31 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 57, as Document No. 204471. *[from Supplemental Declaration recorded on July 12, 1990 as Document Number 204495.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 31, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 31, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 31. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 31.

Paragraph 29. Lots 1-24, both inclusive, in Eagle Ridge Unit 32 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 92, as Document No. 208248. *[from Supplemental Declaration recorded on March 22, 1991 as Document Number 208326.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 32, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 32, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 32. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 32.

Paragraph 30. Lots 1-8, both inclusive, in Eagle Ridge Unit 33 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 121, as Document No. 210438. *[from Supplemental Declaration recorded on August 16, 1991 as Document Number 210957.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 33, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 33, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade,

minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 33. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 33.

Paragraph 31. Lots 1-3, both inclusive, in Eagle Ridge Unit 34 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 122, as Document No. 210439. *[from Supplemental Declaration recorded on August 16, 1991 as Document Number 210958.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of Eagle Ridge Unit 34, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Eagle Ridge Unit 34, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual wood boards. Plywood sheet siding is specifically excluded.



(c) Roofing material shall consist of wood shakes or shingles or, if asphalt or fiberglass roofing is utilized, roof material shall be a 280# grade as a minimum.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Eagle Ridge Unit 34. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots in Eagle Ridge Unit 34.

Paragraph 32. Lots 1 to 132, both inclusive, in Shenandoah Unit 1 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 5, 6, 7 and 8. *[from Supplemental Declaration recorded on July 25, 1973 as Document No. 129438, the Second Supplemental Declaration recorded on October 3, 1973 as Document No. 129988, and the Amendment to Second Supplemental Declaration recorded on January 2, 1974 as Document No. 130643].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used for stabling not to exceed two (2) horses, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain thereon in the facilities provided therefor not to exceed two (2) horses for the use by him and members of his family and guests.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 85-117, both inclusive, and Lots 122-132, both inclusive, in Shenandoah Unit 1 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 5, 6, 7 and 8.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 33. Shenandoah Unit 2 of Branigar's Galena Territory, located in NE1/4-NE1/4, NW1/4-NE1/4, and SE1/4-NE1/4, Section 32, Township 28 North, Range 2 East, Town of Guilford, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 29 as Document No. 130347.

Shenandoah Unit 3 of Branigar's Galena Territory, located in SE1/4-NW1/4, SW1/4-NE1/4, NW1/4-SE1/4, SE1/4-SW1/4, SW1/4-SE1/4, Section 29, NE1/4-NW1/4, NW1/4-NE1/4, SE1/4-NW1/4, SW1/4-NE1/4, SE1/4-NE1/4, NE1/4-SW1/4, Section 32, Township 28 North, Range 2 East, Town of Guilford, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 30 as Document No. 130349.

Shenandoah Unit 4 of Branigar's Galena Territory, located in SE1/4-SW1/4, SW1/4-SW1/4, NW1/4-SW1/4, SW1/4-NW1/4, NE1/4-SW1/4, SE1/4-NW1/4, SW1/4-NE1/4, SE1/4-NE1/4, NW1/4-SE1/4, Section 28, Township 28 North, Range 2 East, of the Fourth Principal Meridian, Town of Guilford, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 30 as Document No. 130351.

Shenandoah Unit 5 of Branigar's Galena Territory, located in SE1/4-NE1/4, NE1/4-SE1/4, and SE1/4-SE1/4, Section 28, and in SW1/4-NW1/4, NW1/4-SW1/4, and SW1/4-SW1/4, Section 27, Township 28 North, Range 2 East, of the Fourth Principal Meridian, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 31 as Document No. 130353. [*from Supplemental Declaration recorded on December 7, 1973 as Document No. 130519, and the Second Supplemental Declaration recorded on June 17, 1974 as Document No. 131885*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used for stabling not to exceed two (2) horses, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so

designated may maintain thereon in the facilities provided therefor not to exceed two (2) horses for the use by him and members of his family and guests.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 1-19, both inclusive, Lot 25, Lots 33-41, both inclusive, Lots 47-49, both inclusive, and Lots 51-64, both inclusive, in Shenandoah Unit 3 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 30 as Document No. 130349.

Lot 10, Lot 49, Lots 74-77, both inclusive, Lot 81, Lot 82, Lots 85-96, both inclusive, and Lots 100-103, both inclusive, in Shenandoah Unit 4 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 30 as Document No. 130351.

Lot 6 and Lot 42, in Shenandoah Unit 5 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 31 as Document No. 130353

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 34. Lots 1-9, both inclusive, in Shenandoah Unit 6 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plat Book 14, at Page 36, as Document No. 132123. *[from Supplemental Declaration recorded on August 15, 1974 as Document Number 132366.]*

1. General Restrictions

1.1 Non-Applicability of Certain Portions of Section 5 of the Declaration to Properties included in this Paragraph. Article V, Sections 1, 2, 3 and 4 of the Declaration shall not be applicable to the Lots included in this paragraph.

1.2 Land Use-Single Family Residential. All of the lots included in this paragraph are designated "Single Family Residential" use. No building shall be erected on any such lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use in conjunction with said dwelling as a private garage or servants quarters or a combination of both.

1.3 Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 800 square feet.

2. Common Properties—Shenandoah Unit 6

2.1 Private Roads. The roadways designated on the plat of subdivision of Shenandoah Unit 6 as "Private Road" are declared to be Common Properties, except that the use thereof shall be restricted as set forth in this Paragraph.

2.2 Use of Private Roadway. Use of the private roadways declared herein to be Common Properties shall be limited to non-exclusive use thereof by owners and their guests and licensees whose lots now or hereafter abut upon or are served for purposes of ingress and egress by such private roadways, subject, however, to the limitation on extent of members easements in the Common Properties as set forth herein and as set forth in Section 6 of the Declaration.

### 3. Maintenance of Private Roadway

3.1 Use Responsibility for Maintenance. By acceptance of a contract of purpose or deed for any lot included in this paragraph served by private road which is declared to be a common property, the Owner agrees, in common with other Owners who are users of right with respect to such common property, to provide the Association with his proportionate share of the funds necessary to enable the Association to discharge its obligation of maintenance of such Common Properties. The responsibility of each Owner in such regard shall be that fraction of the cost thereof in which the number of lots served by such private road at any point in time is the numerator and the cost of such maintenance is the denominator.

3.2 Special Assessments for Private Road Maintenance. In addition to any other assessment authorized by the Declaration, the Association may levy in any assessment year for which it is responsible for maintaining any private road which is a common property a special assessment for the purpose of defraying the estimated cost of such maintenance for such year. Any such special assessment shall be made only with respect to owners who are users of right with respect to such private road and shall be limited in amount to the proportionate share of such maintenance for which such Owner is responsible as set forth herein. Any special assessment in such regard shall reflect any amounts by which the preceding assessment was over or under the estimated cost reflected by any preceding assessment in such regard.

3.3 Liens, Personal Obligations and Enforcement of Assessments. The provisions of Article VIII of the Declaration shall apply with respect to the creation of liens and the personal obligation of Owners with respect to such special assessments and the enforcement thereof in the same manner and to the same extent as provided in the Declaration with respect to annual assessments.

Paragraph 35. Lots 1 to 101, both inclusive, in Shenandoah Unit 7 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 41 as Document No. 132938.

Lots 1 to 90, both inclusive, in Shenandoah Unit 9 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 43 and 44 as Document No. 133226. [*from Supplemental Declaration recorded on February 3, 1975 as Document No. 133631*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 1, 17 to 19, both inclusive, 33 to 39, both inclusive, 46 to 51, both inclusive, 65 to 72, both inclusive, 74 to 89, both inclusive, and 93 to 101, both inclusive, in Shenandoah Unit 7 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 41 as Document No. 132938, except for Lots 65, 73, 82, 83, 98 and 101, upon which a maximum of four (4) horses may be stabled.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 36. Lots 1 to 88, both inclusive, in Shenandoah Unit 8 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 55-58 as Document No. 137990. [*from Supplemental*

*Declaration recorded on June 30, 1976 as Document No. 138574, and the Amendment to Supplemental Declaration recorded on October 14, 1977 as Document No. 144615].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 62, 63 and 82 to 88, both inclusive, in Shenandoah Unit 8 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 55-58 as Document No. 137990, except for Lot 82, upon which a maximum of four (4) horses may be stabled. However, Developer reserves the right, in conjunction with the operation of the Shenandoah Riding Center, to stable more than four (4) horses on the property as long as it retains title to Lot 82.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 37. Lots 1 to 59, both inclusive, in Shenandoah Unit 10 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 90, 91 and 92 as Document No. 153059. *[from Supplemental Declaration recorded on September 26, 1979 as Document No. 153361].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 22, 23 and 25 in Shenandoah Unit 10 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 90, 91 and 92 as Document No. 153059.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 38. Lots 1-9, both inclusive, in Shenandoah Unit 11 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plat Book 14, at Page 72, as Document No. 147856. *[from Supplemental Declaration recorded on November 1, 1978 as Document Number 149309.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 800 square feet.

Paragraph 39. Lots 1-25, both inclusive, in Shenandoah Unit 12 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plat Book 14, at Page 82, as Document No. 149680. *[from Supplemental Declaration recorded on April 27, 1979 as Document Number 151282.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 800 square feet.

Paragraph 40. Lots 1 to 47, both inclusive, in Shenandoah Unit 13 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 101 and 102 as Document No. 155093. *[from Supplemental Declaration recorded on May 2, 1980 as Document No. 155704].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.



The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 21, 22, 29, 30, 31, 38 and 39 in Shenandoah Unit 13 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 101 and 102 as Document No. 155093.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 41. Lots 1 to 77, both inclusive, in Shenandoah Unit 14 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 97, 98 and 99 as Document No. 154534. *[from Supplemental Declaration recorded on May 2, 1980 as Document No. 155705].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 18, 35, 37, 42 and 45 in Shenandoah Unit 14 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 97, 98 and 99 as Document No. 154534.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 42. Lots 1 to 60, both inclusive, in Shenandoah Unit 15 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 103 and 104 as Document No. 155094. *[from Supplemental Declaration recorded on May 2, 1980 as Document No. 155706].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses are:

Lots 12 and 25 in Shenandoah Unit 15 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 103 and 104 as Document No. 155094.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 43. Lots 1 to 33, both inclusive, in Shenandoah Unit 16 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to

the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 108 and 109 as Document No. 157355.

Lots 1 to 16, both inclusive, in Shenandoah Unit 17 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 110 as Document No. 157356. [*from Supplemental Declaration recorded on May 28, 1981 as Document No. 159411*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 44. Lots 1 to 20, both inclusive, in Shenandoah Unit 18 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plan Hold A of Plats, Nos. 59, 60 and 61 as Document No. 166734. [*from Supplemental Declaration recorded on July 13, 1983 as Document No. 167400*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests.

The lots identified in this paragraph which are designated for such special permitted uses are:

Lots 1 to 20, both inclusive, in Shenandoah Unit 18 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plan Hold A of Plats, Nos. 59, 60 and 61 as Document No. 166734.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Water Service. All lots identified in this paragraph will be served by individual wells, the cost of such wells to be borne by the individual lot owners. No central water system will be provided by the Developer. The owner by accepting conveyance of title to property subject to the Declaration agrees to install a well at his cost in order to provide water service to his lot.

Paragraph 45. Lots 1-16, both inclusive, in Shenandoah Unit 19 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 148-A, on March 18, 1988. *[from Supplemental Declaration recorded on March 28, 1988 as Document Number 190724.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. The Architectural Review Committee will apply stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee

may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Shenandoah Unit 19, the following special provisions with respect to the residential units constructed thereon shall apply:

- (a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.
- (b) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Shenandoah Unit 19. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.
- (c) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 46. Lots 1-23, both inclusive, in Shenandoah Unit 20 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 187-B, as Document No. 197220. *[from Supplemental Declaration recorded on May 5, 1989 as Document Number 197273 and Second Supplemental Declaration recorded on October 6, 1989 as Document Number 199837.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. The Architectural Review Committee will apply stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Shenandoah Unit 20, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Shenandoah Unit 20. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Height Limitation. The overall height of any house in Shenandoah Unit 20 shall not exceed forty-two feet. Overall height is defined as the vertical distance from the lowest floor in the house (whether finished or not) to the highest point on the roof. Chimneys may extend up to four feet above the highest point on the roof.

Paragraph 47. Lots 1-47, both inclusive, in Shenandoah Unit 21 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 187-A, as Document No. 197219. *[from Supplemental Declaration recorded on May 5, 1989 as Document Number 197274.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character of Shenandoah Unit 21, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other

proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Shenandoah Unit 21, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Shenandoah Unit 21. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 48. Lots 1-28, both inclusive, in Shenandoah Unit 22 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 50, as Document No. 204195. *[from Supplemental Declaration recorded on June 28, 1990 as Document Number 204230.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character of Shenandoah Unit 22, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Shenandoah Unit 22, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Shenandoah Unit 22. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 49. Lots 1-4, both inclusive, in Shenandoah Unit 23 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 77, as Document No. 206651. *[from Supplemental Declaration recorded on December 13, 1990 as Document Number 206905.]*



Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character of Shenandoah Unit 23, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of Shenandoah Unit 23, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 in 12.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within Shenandoah Unit 23. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

Paragraph 50. Lots 1 to 3, both inclusive, in Shenandoah Unit 24 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plan Hold C of Plats, No. 126 as Document No. 211059.

Lots 1 to 4, both inclusive, in Shenandoah Unit 25 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plan Hold C of Plats, No. 127 as Document No. 211060. *[from Supplemental Declaration recorded on August 27, 1991 as Document No. 211149].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses, are:

Lots 1 to 3, both inclusive, in Shenandoah Unit 24 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plan Hold C of Plats, No. 126 as Document No. 211059.

Lots 1 to 4, both inclusive, in Shenandoah Unit 25 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plan Hold C of Plats, No. 127 as Document No. 211060.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 1,000 square feet.

Paragraph 51. Lots 1-21, both inclusive, in Eagle Ridge Inn and Resort Shenandoah, Unit 26 of the Galena Territory, according to the plat thereof recorded with

the Recorder of Deeds of Jo Daviess County, Illinois, Commonly known as Shenandoah Unit 26, Galena Territory.

Lots 1-7, both inclusive, in Eagle Ridge Inn and Resort Shenandoah, Unit 27 of the Galena Territory, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, Commonly known as Shenandoah Unit 27, Galena Territory.

Lots 1-10, both inclusive, in Eagle Ridge Inn and Resort Shenandoah, Unit 28 of the Galena Territory, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, Commonly known as Shenandoah Unit 28, Galena Territory. *[from Supplemental Declaration recorded on July 20, 1994 as Document Number 232789.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character and golf course proximity of the lots included in this paragraph, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Design Criteria. To preserve the unique characteristics of the lots included in this paragraph, the following special provisions with respect to the residential units constructed thereon shall apply:

(a) The minimum pitch of the dominant roof line of any dwelling shall be 6 inches in 12 inches.

(b) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(c) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

(d) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within each of the subdivisions described in this paragraph each as a separate subdivision. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.

(e) A detailed site plan including proposed landscaping elements shall be required prior to approval.

(f) Satellite television dishes and free-standing antenna towers are prohibited on lots included in this paragraph.

Paragraph 52. Lots 1 to 141, both inclusive, in Thunder Bay Unit 1 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 37 as Document No. 132125. *[from Supplemental Declaration recorded in Book 8 of Miscellaneous, at pages 447 and 448].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used for stabling not to exceed two (2) horses, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain thereon in the facilities provided therefore not to exceed two (2) horses for the use by him and members of his family and guests.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses, are:

Lots 116 to 141, both inclusive, in Thunder Bay Unit 1 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Page 37 as Document No. 132125.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 53. Lots 1 to 171, both inclusive, in Thunder Bay Unit 2 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois. *[from Supplemental Declaration recorded January 8, 1976 as Document No. 136945].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. None of the lots included in this paragraph have been designated for special permitted uses.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 54. A parcel of land located in the SE1/4-NW1/4 Section 19, Township 28 North, Range 2 East of the Fourth Principal Meridian, Guilford Township, Jo Daviess County, Illinois, which is bounded by a line described as follows:

Beginning at the Southeast corner of Lot 85 in the recorded Plat of Thunder Bay 2 of The Galena Territory; thence S45°35'48"W 110.68; thence N73°30'W 98.0' to the Southwest corner of said Lot 85; thence N 74°E 180' along the South line of said Lot 85 to the Point of Beginning. Said parcel contains .10 acres, more or less. *[from Supplemental Declaration recorded on August 27, 1976 as Document No. 139276].*

Permitted Uses--General. The parcel identified in this paragraph is restricted to single-family residential use in conjunction with ownership, use and enjoyment of Lot 85 in Thunder Bay Unit 2 as such restrictions are set forth in the Declaration, as amended. This parcel may only be conveyed in conjunction with the conveyance of Lot 85 in Thunder Bay Unit 2 of which it shall be considered an integral part.

Paragraph 55. Lots 1 to 198, both inclusive, in Thunder Bay Unit 3 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 60-62 as Document No. 140263. *[from Supplemental Declaration recorded on January 4, 1977 as Document No. 140828].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or

maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses, are:

Lots 1, 2, 91, 92, 144, 156, 158, 167, 192, 196, 197 and 198 in Thunder Bay Unit 3 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 60-62 as Document No. 140263.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 56. Lots 1 to 151, both inclusive, in Thunder Bay Unit 4 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 78-80 as Document No. 146096. *[from Supplemental Declaration recorded on March 2, 1978 in Book 11 of Miscellaneous at Pages 351 and 352].*

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 57. Lots 1 to 35, both inclusive, in Thunder Bay Unit 5 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 99 and 100 as Document No. 155092. [*from Supplemental Declaration recorded on May 2, 1980 as Document No. 155707*].

Permitted Uses--General. All of the Lots identified in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. Garages may have living quarters in connection therewith for use by the owner or occupants or his servants or guests but shall not be used for rental purposes. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed two (2) horses, are:

Lot 13 in Thunder Bay Unit 5 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois in Plat Book 14, at Pages 99 and 100 as Document No. 155092.

Living Area. The living area in any dwelling constructed on any of the lots identified in this paragraph shall be not less than 800 square feet.

Paragraph 58. Lots 1-36, both inclusive, in Thunder Bay Unit 6 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 161-A, as Document No. 192596. *[from Supplemental Declaration recorded on July 25, 1988 as Document Number 192712.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character of Thunder Bay Unit 6, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Paragraph 59. Lots 1-11, both inclusive, in Thunder Bay Unit 7 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold B of Plats, No. 189-A, as Document No. 197352. *[from Supplemental Declaration recorded on May 12, 1989 as Document Number 197373.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as



otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character of Thunder Bay Unit 7, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Paragraph 60. Lots 1-18, both inclusive, in Thunder Bay Unit 8 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 49, as Document No. 204194. *[from Supplemental Declaration recorded on June 28, 1990 as Document Number 204228.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Architectural Criteria. By reason of the unique character of Thunder Bay Unit 8, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Paragraph 61. Lots 1-14, both inclusive, in Thunder Bay Unit 9 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat

thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 91, as Document No. 208247. *[from Supplemental Declaration recorded on March 22, 1991 as Document Number 208325]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses are:

Lots 1-6, both inclusive, in Thunder Bay Unit 9 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 91, as Document No. 208247, upon which not more than four (4) horses may be stabled.

Lots 7-10, both inclusive, in Thunder Bay Unit 9 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 91, as Document No. 208247, upon which not more than two (2) horses may be stabled.

Architectural Criteria. By reason of the unique character of Thunder Bay Unit 9, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold

approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Paragraph 62. Lot 1 in Thunder Bay Unit 10 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 128, as Document No. 211075. *[from Supplemental Declaration recorded on August 27, 1991 as Document Number 211148.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the lots with respect to which such Special Uses are permitted. The owner of any lot so designated may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed four (4) horses, are:

Lot 1 in Thunder Bay Unit 10 of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 128, as Document No. 211075.

Architectural Criteria. By reason of the unique character of Thunder Bay Unit 10, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines

regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Living Area. The living area in any dwelling constructed on any lot included in this paragraph shall not be less than 1,000 square feet.

Paragraph 63. Lots 1-3, both inclusive, in Thunder Bay Unit A of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, on May 27, 1992 as Document No. 216433. *[from Supplemental Declaration recorded on May 27, 1992 as Document Number 216435.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. Developer reserves the right to designate any of the lots identified in this paragraph as lots which may be improved, in addition to the General Permitted Uses, with an additional dwelling accessory structure to be used as a horse stable, together with an appropriate corral in connection therewith as approved by the Architectural Review Committee provided for under the Declaration. The exercise of such right by the Developer shall be by appropriate instrument recorded with the Recorder of Deeds designating the parcels or lots with respect to which such Special Uses are designated as being permitted. The owner of any parcel or lot so designated may maintain such a permitted facility on his or her parcel or lot for the use of the members of his or her family and guests. Such permitted facility shall not be used for the stabling of more than two (2) horses, unless the instrument recorded designating these lots for such Special Uses provides therein that certain parcels or lots may have facilities constructed thereon for the stabling of a greater number of horses.

The lots identified in this paragraph which are designated for such special permitted uses, not to exceed four (4) horses, are:

Lots 1-3, both inclusive, in Thunder Bay Unit A of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, on May 27, 1992 as Document No. 216433.

Living Area. The living area in any dwelling constructed on any parcel or lot included in this paragraph shall not be less than 1,000 square feet.

Water Service. All parcels or lots identified in this paragraph will be served by individual wells, the cost of such wells to be borne by the individual parcel or lot owners.

No central water system will be provided by the Developer. Each owner by accepting conveyance of title to parcel or lot subject to the Declaration agrees to install a well at its cost in order to provide water service to its lot.

Paragraph 64. Lot 1 in Thunder Bay Unit B of Branigar's Galena Territory, a Subdivision of Jo Daviess County, Illinois, according to the plat thereof recorded with the Recorder of Deeds of Jo Daviess County, Illinois, in Plan Hold C of Plats, No. 184 as Document No. 217322. *[from Supplemental Declaration recorded on July 15, 1992 as Document Number 217473.]*

Permitted Uses-General. All of the lots included in this paragraph are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any lot except for one (1) dwelling designed for occupancy by a single family, and one (1) dwelling accessory building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a dwelling.

Permitted Uses--Special. The lot identified in this paragraph may be improved, in addition to the General Permitted Uses with an additional dwelling accessory structure to be used as a stable, together with an appropriate corral in connection therewith as approved by the Committee. The owner of this lot may maintain such a permitted facility on his lot for the use of the members of his family and guests. Such permitted facility shall not be used for the stabling of more than four (4) horses.

Architectural Criteria. The Architectural Review Committee will apply stringent criteria, including aesthetic considerations, to proposed dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, and landscaping. Garages and other proposed construction must be designed in architectural continuity with the dwelling. Recreational and maintenance equipment and utility areas must be well screened from visibility. The Architectural Review Committee shall establish general guidelines regarding colors, materials, and architectural forms. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

Satellite Television Dishes and Free-Standing Antenna Towers. While not specifically prohibited in Thunder Bay Unit B any satellite dish or antenna tower must be submitted to and approved by the Architectural Review Committee prior to purchase and/or installation.

Living Area. The living area in any dwelling constructed on any parcel or lot included in this paragraph shall not be less than 1,000 square feet.

Height Limitation. The overall height of any house in Thunder Bay Unit B shall not exceed forty-two feet. Overall height is defined as the vertical distance from the lowest floor in the house (whether finished or not) to the highest point on the roof. Chimneys may extend up to four feet above the highest point on the roof.

Water Service. All lots identified in this paragraph will be served by individual wells, the cost of such wells to be borne by the individual lot owners. No central water system will be provided by the Developer. The owner by accepting conveyance of title to property subject to the Declaration agrees to install a well at his cost in order to provide water service to his lot.

**432174**

**ANGELA KAISER, RECORDER  
JO DAVIESS COUNTY, IL  
07/25/2024 08:03 AM**

**RHSP FEE 18.00  
RECORDING FEE 63.00**

**THIS DOCUMENT WAS ELECTRONICALLY RECORDED**

**AMENDED AND RESTATED GENERAL  
DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR  
VINCENT I OF TERRITORY II**

**Revised: July 2024**

Prepared by:  
Costello Sury & Rooney, P.C.  
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After Recording Return to:  
The Galena Territory Association, Inc.  
2000 Territory Drive  
Galena, IL 61036

**AMENDED AND RESTATED GENERAL  
DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR  
VINCENT I OF TERRITORY II**

This instrument is recorded for the purpose of amending and restating the Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II (hereinafter referred to as "Prior Declaration"), which was recorded with the Recorder of Deeds of Jo Daviess County, Illinois on January 3, 2014 as Document No. 378346.

The changes to Article V, Section 12 of this Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II have been approved by Owners of at least two-thirds (2/3) of the Lots and Living Units. This Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II, and the Amended and Restated By-Laws of The Territory II Association, Inc. attached hereto as Exhibit "B" shall become effective after such documents have been recorded in the Office of the Recorder of Deeds of Jo Daviess County, Illinois.

**PREAMBLE:**

WHEREAS, The Territory II Association, Inc. was dissolved as a not-for-profit corporation by the Illinois Secretary of State on December 1, 2003;

WHEREAS, as provided in Article I, Section 1 of the Original Declaration, The Territory II Association, Inc. merged with The Galena Territory Association, Inc.;

WHEREAS, The Galena Territory Association, Inc. through its Board of Directors now administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the General Declaration of Covenants and Restrictions Regarding Plat of Subdivision of Vincent I of Territory II (the "Original Declaration") was recorded with the Recorder of Deeds of Jo Daviess County, Illinois, on February 10, 2000 as Document No. 272607;

WHEREAS, the Original Declaration was amended by the Supplemental Declaration recorded with the Recorder of Deeds of Jo Daviess County, Illinois on October 20, 2000 as Document No. 277220;

WHEREAS, the Original Declaration was amended, restated and completely replaced by the



Prior Declaration; which was recorded with the Recorder of Deeds of Jo Daviess County, Illinois on January 3, 2014 as Document No. 378346;

WHEREAS, the Owners of at least two-thirds (2/3) of the Lots and Living Units have approved of amending Article V, Section 12 of this Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II regarding certain regulations on building materials;

WHEREAS, this Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II and the Amended and Restated By-Laws of The Territory II Association, Inc. attached hereto as Exhibit "B" shall become effective upon recordation in the Office of Recorder of Deeds, Jo Daviess County, Illinois.

NOW THEREFORE, the Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II is hereby restated and amended as follows:

## **ARTICLE I DECLARATION - PURPOSES**

**Section 1. General Purposes:** The developer is the owner of certain real property located in Jo Daviess County, Illinois, and desires to create thereon a planned community development provided with common properties designed for the private use of owners within such development except as herein otherwise provided.

- (a) The Developer desires to provide for the preservation of the values and amenities in said planned community development and for the maintenance of the open spaces and other Common Properties and to this end desires to subject the real property described in Article III together with such additions as hereinafter may be made thereto as provided in Article III, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.
- (b) The Developer has deemed it desirable for the efficient preservation of the values and amenities in said planned community development to create an entity to which the Common Properties will be conveyed and transferred, and to which will be delegated and assigned the powers of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created. For that purpose, the Developer has caused to be incorporated under the laws of the State of Illinois a not-for-profit corporation known as "The Territory II Association, Inc." It is the intent of the Developer that said not-for-profit corporation shall, at the earliest date possible, merge with the Galena Territory Association, Inc., an Illinois not-for-profit corporation which performs similar such services for certain properties commonly known as The Galena Territory. It is the intent of the Developer that, upon such merger and consistent with the Articles of Incorporation of the Territory II Association, Inc., and The Galena Territory Association, Inc., The Territory II Association, Inc., shall be dissolved.

**Section 2. Declaration:** To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article III as "Existing Properties", and such additions to the Existing Properties as hereinafter may be made pursuant to the provisions of Article III hereof whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

## **ARTICLE II DEFINITIONS**

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

- (a) "Association" shall mean and refer to "The Territory II Association, Inc.", its successor and assigns.
- (b) "The Properties" shall mean and refer to Existing Properties, and all additions to the Existing Properties subject to this declaration.
- (c) "Existing Properties" shall mean and refer to the real estate described in Article III Section 1. hereof.
- (d) "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest or rights of use, or with respect to which the Developer permits use by the Association and its members, and any replacement of or for any of the foregoing.
- (e) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of The Properties, but shall not include any plot designated therein as a "tract."
- (f) "Living Unit" shall mean and refer to any portion of a Multi-Family Structure situated upon The properties designed for occupancy by a single family.
- (g) "Multi-Family Structure" shall mean any building containing two or more Living Units under one roof or any cluster of Living Units of single or multiple story construction, whether detached or joined by common walls, situated upon any lots designated for multi-family residential use.
- (h) "Single-Family Residential" shall mean any of The Properties restricted by Supplemental Declaration to use for improvement with Dwellings.
- (i) "Multi-Family Residential" shall mean any of The Properties restricted by Supplemental Declaration to use for improvement with Multi-family Structures.
- (j) "Owner" shall mean the record owner (whether one or more persons or entities), of the fee simple title to or the contract purchaser for any Lot or Living Unit situated upon The Properties; but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder as acquired title pursuant to foreclosure or any proceeding in lieu of foreclosures.
- (k) "Member" shall mean all those owners who are members of the Association as hereinafter provided, except that the Developer shall not be a Member.
- (l) "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.
- (m) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.
- (n) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.
- (o) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

- (p) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.
- (q) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or Dwelling Accessory Buildings.
- (r) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.
- (s) "Committee" shall mean the Architectural Review Committee.

**ARTICLE III  
EXISTING PROPERTIES -  
ADDITIONS THERETO - MERGERS**

Section 1. **Existing Properties.** The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in Jo Daviess County, Illinois and more particularly described in Exhibit "A" attached hereto.

Section 2. **Additions to Existing Properties.** The Developer is the owner of certain properties commonly known as the Vincent Farm comprising approximately 220 acres, a portion of which is described above. The Developer, its successors and assigns, in accordance with its plan of development, shall have the right to bring within the scheme of this Declaration and future stages of development any part or all of said Vincent Farm which are not included in the Existing Properties described above. The additions authorized under this, and Article III, Section 3, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Any Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of use of the added property, as are not inconsistent with the scheme of this Declaration. Any such additional property, when made subject to the scheme of this Declaration, will become subject to assessment for its just share of Association expenses in accordance with the scheme of this Declaration. In no event shall any such supplemental declaration revoke, modify or add to the covenants established in this Declaration with respect to the existing properties in any manner which would substantially alter the scheme of this Declaration.

Section 3. **Other Additions.** The Developer reserves the right to bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III Section 1 and Section 2 and which now are or hereafter may be owned by Developer and subjected to the scheme of this declaration, provided that Developer provides with respect to such additional lands, open areas and recreational or other facilities which, in developer's sole discretion, will not unjustly dilute the available facilities within The Properties as so expanded.

Section 4. **Mergers.** In the event of a merger or consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties, as one scheme. However, no such merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties or any Supplemental Declaration with respect to any additions thereto, except as hereinafter provided.

**ARTICLE IV  
ARCHITECTURAL REVIEW PROCESS:**

Section 1. **Objectives.** Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. **The Committee.** To achieve Developer's objectives, the Developer shall create the Committee with power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Committee. The Committee shall consist of not less than three members. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished the Association. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. The function of the Committee shall be transferred to the Association at any time at the option of the Developer.

Section 3. **Matters Requiring Approval.** Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping, design and proposed location on the lot of the sanitary disposal system, of the same shall have been submitted to and approved in writing by the Committee.

Section 4. **Procedure.** Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty days after said plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be required and this Article will be deemed fully complied with. At the discretion of the Committee a reasonable filing fee established by the Committee shall accompany the submissions of such plans to defray expenses. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee.

Section 5. **Deviations From Covenants and Restrictions.** The Committee shall have the power to enter into agreements with the Owner of any Lot, without the consent of the Owner of any other Lot, or adjoining or adjacent property, to deviate from the provisions of the covenants and restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardships which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenant as to other Lots in The Properties.

**ARTICLE V  
GENERAL RESTRICTIONS**

Section 1. **Land Use - Single Family Residential.** Any portion of The Properties designated by Supplemental Declaration for "Single Family Residential" use shall be used only as Dwelling Lots for single family residences and shall be subject to the restrictions set forth in this Article V or as modified or added to by the provisions of the Supplemental Declaration pertaining thereto. Except as may be

otherwise provided in the supplemental Declaration, no building shall be erected on any such Lot except one Dwelling designed for occupancy by a Single Family and one Dwelling Accessory Building designed for use in conjunction with said Dwelling as a private garage or servants' quarters or a combination of both. No structure may be erected or maintained on any such Lot except as shall be approved in writing by the Committee.

**Section 2. Land Use - Multi-Family Residential.** Any portion of The Properties designated by Supplemental Declaration for "Multi-Family Residential" use shall be used only for improvement with Multi-Family Structures and shall be subject to the restrictions set forth in this Article V or as modified or added to by the provisions of the Supplemental Declaration pertaining thereto.

**Section 3. Quality of Structures.** It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Committee.

**Section 4. Location of Structures on Lot.** The developer deems that the establishment of standard inflexible building setback lines for location of structures on individual Lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. Therefore, the location of each structure, including driveways and culverts, on a Lot shall be subject to approval in writing by the Committee, giving consideration to setback lines, if any, on the recorded plat, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

**Section 5. Nuisances.** No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

**Section 6. Temporary Structures.** No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same Lot as the structure and such temporary structures shall be removed upon completion of construction.

**Section 7. Completion of Construction.** Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the Owner's control. No structure shall be deemed completed until installation of approved landscaping.

**Section 8. Maintenance of Lots.** All Lots, including adjacent parkways, whether occupied or unoccupied, and any improvements placed thereon at all times shall be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from such work.

**Section 9. Lot Appearance.** No person shall accumulate on his Lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefore and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded.

**Section 10. Other Prohibited Matters.** Except as otherwise permitted by the Supplemental Declaration: No animals other than unoffensive common domestic household pets such as dogs and

cats, shall be kept on any Lot. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Committee. Habitual parking of commercial vehicles on any Lot or parking area adjacent is prohibited. No model home or homes shall be permitted on any Lot or Lots except by prior written authorization of Developer. Habitual parking on roadways is prohibited.

**Section 11. Easements Reserved with Respect to Lots.** Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

(a) Utility easements shown on any recorded Plat of The Properties, except that if any plat fails to establish easements for such purposes than a 10-foot side strip running along side lot lines, front lot line and rear lot line of Dwelling Lots is reserved for the installation and maintenance of utility facilities, and incidental usage related thereto.

(b) The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement and any damages caused by user of right to the easement shall be repaired and restored by such user.

(c) Prior to commencement of construction upon any Lots, the Developer, its successors, assigns and licensees, shall have the right to enter upon any Lots for the purposes of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.

(d) No Owner shall have any claim or cause of action, except as herein provided, against Developer, its successor, assigns, or licensees arising out of exercise or nonexercise of any reserved easement except in cases of willful or wanton misconduct.

**Section 12. Building Restrictions.**

(a) PERMITTED USES - GENERAL: All lots which are subject to this Declaration are restricted to single family residential use. No structure shall be erected, re-erected or maintained on any Lot except for one Dwelling designed for occupancy by a single family, and one Dwelling Accessory Building designed for use as a private garage, except as otherwise permitted herein. No dwelling accessory structure shall be erected prior to construction of a Dwelling.

(b) ARCHITECTURAL CRITERIA: By reason of the unique character of this part of Territory II, the Architectural Review Committee will apply more stringent criteria, including aesthetic considerations, to proposed Dwellings and all other proposed construction, including additions, garages, fencing, walls, patios, landscaping and exterior lighting. Garages and other proposed construction must be designed in architectural continuity with the Dwelling. Recreational and maintenance equipment must be permanently stored inside appropriate storage facilities. The Architectural Review Committee shall establish general guidelines regarding colors, materials and architectural forms. No two (2) Dwellings shall be architecturally similar in design. The Committee may withhold approval for any reasons deemed by it to be appropriate, including aesthetic reasons, except that approval will not be unreasonably withheld.

(c) LIVING AREA: The living area in any Dwelling constructed on any Lot subject to this Declaration shall not be less than 1,600 square feet.

(d) DESIGN CRITERIA: To preserve the unique characteristics of this part of Territory II, the following special provisions with respect to the residential units constructed thereon shall apply:

- (1) The minimum pitch of the dominant roof line of any Dwelling shall be 6 to 12.
- (2) Exterior siding material shall consist of individual cedar boards, wood product boards, cement boards, natural stone, cultured stone, or any other materials, as

approved by the Architectural Review Committee. Plywood sheet siding, vinyl siding and aluminum siding are specifically excluded and are not permitted to be installed upon the exterior of any structure. A siding scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.

- (3) Roofing materials shall consist of wood shakes, shingles, metal products, or if asphalt or fiberglass roofing is utilized, roof material shall be a 330# grade, minimally. A roofing scheme that consists of a combination of materials may be permitted upon unanimous approval of the Architectural Review Committee.
- (4) Suitability of design shall be judged in relation to compatibility with other units either existing or approved for construction within this Vincent I of Territory II. Designs that conflict sharply in architectural style or exterior treatment with existing or approved units will not be approved.
- (5) A detailed site plan including proposed landscaping elements shall be required prior to approval.
- (6) Free-standing antenna towers are prohibited.
- (7) Vincent I of Territory II includes twelve (12) separate lots. Lots One (1) through Six (6), inclusive, will be served by a central septic system. The system shall be designed and installed to accommodate a four (4) bedroom house on each of said six (6) Lots. An Owner desiring to construct a house containing more than four (4) bedrooms must obtain approval therefore from the Architectural Review Committee and pay all costs in connection with increasing the capacity of said central septic system and its appurtenances. Owners of said Lots shall be required to pay a hook-up fee and an initial fee to establish reserve fund for common septic system at the time of closing on the purchase of any Lot from Developer. Each such Owner shall also pay an annual fee for the use of said septic system at the time of payment of maintenance assessments as set forth in the General Declaration of Covenants and Restrictions, Article VIII, as set by the Board of Directors of The Territory II Association, Inc., or any other association with which The Territory II Association, Inc., may elect to merge under the provisions of the General Declaration of Covenants and Restrictions, Article III, Section 4. **Lots Seven (7) through Twelve (12), inclusive, shall be served by independent sewage disposal systems.**

**ARTICLE VI  
THE COMMON PROPERTIES: RIGHTS, OBLIGATIONS  
AND RESERVATIONS WITH RESPECT THERETO:**

Section 1. **Members Easements of Enjoyment.** Subject to the provisions of this Article VI, every Member shall have the non-exclusive right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. **Obligation of the Association with Respect to Common Properties.** The Association, for itself, its successor and assigns, hereby covenants with the Developer as Follows:

(a) The Association will accept conveyance of the Common Properties which the Developer is obligated to or, may convey to the Association.

(b) The Association will preserve and maintain for the common benefit of its Members, and other users of right, all of the Common Properties which it shall own, shall pay any taxes assessed

thereon, carry insurance with respect thereto as determined by its Board of Directors, and shall keep the same in good and sightly appearance.

Section 3. **Extent of Members Easements.** The rights and easements of enjoyment created hereby for the benefit of Association members and other users of right shall be subject to the following:

(a) Rights of the Developer, its successors, assigns, licensees and sub-licensees as herein reserved.

(b) The right of the Association, in accordance with its by-laws, to borrow money for the purpose of improving the Common Properties, and in addition thereto, to mortgage such properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all Members' rights fully restored.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosures.(d) The right of the Association, as provided in its Articles and By-Laws, to make reasonable rules and regulations with respect to the use of the Common Properties and to suspend enjoyment rights of any Member for any period during which any assessment against such Member remains unpaid, and for any period not to exceed thirty days, for any infraction of its published rules and regulations.

(e) Except as otherwise provided herein, the right of the Association to charge reasonable admission and other fees for the use of the Common Properties where such use results in an added expense to the Association and added benefits to the using Members.

(f) "The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility, subject to the conditions and limitations as provided in its Articles of Incorporation."

Section 4. **Rights and Easements Reserved by Developer.** The Developer for itself, its successors and assigns, reserves the following rights and easements in and with respect to Common Properties transferred to the Association:

(a) An easement is reserved with respect to all open areas conveyed to the Association pursuant to this Declaration, to install, lay, construct, renew, operate and maintain utility lines and conduits and underground or overhead poles and equipment, and structures and devices relating to utility services for the purpose of serving the properties with telephone, electricity, water, sewer service and other utility services; and Developer, its successors and assigns, through authorized representatives, may enter upon such areas at all times for any such purposes, and cut down and remove any trees or bushes that interfere or threaten interference with any such right of use.

(b) An easement is reserved for surface drainage over any open areas.

(c) The Developer reserves for itself its successors, assigns, licensees and sublicensees the non-exclusive use, in common with Members, of the open areas (including lakes) for recreation purposes.

(d) The Developer reserves for itself, its successor and assigns, the right from time to time to construct additional recreational facilities and structures upon any of the open areas which are Common Properties, and at sites selected by Developer, which additional facilities upon completion will be a part of the Common Properties.

(e) The Developer reserves for itself, its successor and assigns, the right to use at all



times, without rental, any of the open areas which are Common Properties for the purpose of pasturing and grazing animals and growing and harvesting of hay and other feed crops. Such right shall include fencing of areas used for such purposes but use of such right shall not be in a manner so as to interfere with the continuity of any established trail systems in such areas or any trail systems which the Association reasonably may desire to establish them.

(f) Agents, representatives and licensees of the Developer shall have the right at all times to enter upon the open areas for the purpose of exercising any such reserved rights, and no such entry shall constitute trespass, provided that no such entry shall interfere unreasonably with the use and enjoyment of the Common Properties by the Members, except as restricted herein.

(g) The Developer, its successors and assigns, by their agents and representatives, reserves the right during the sales period of the development, but not exceeding ten (10) years from the date of recording of this Declaration, at all times to bring prospective customers upon any and all of the Common Properties, except the exercise of such right shall not unreasonably interfere with the use of the Common Properties by Members.

## **ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:**

Section 1. **Membership.** Every person or entity, except the Developer, who becomes an Owner of any Lot or Living Unit subject to the provisions of this Declaration and which is subject to assessment by the Association automatically shall be a Member of the Association by acceptance of a Deed or Conveyance or by entering into a contract for purchase of such Lot or Living Unit, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. **Voting Rights.** The Association shall have one class of Members who shall be the persons or entities as provided in Article VII Section 1. Each Member shall be entitled to one vote for each Lot or Living Unit in which he holds the interest required for membership. When more than one person holds such interest, all such persons shall be Members and the vote for such Lot or Living Unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

(a) For purposes of determining votes allowed pursuant to this Article, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

## **ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. **Creation of the Lien and Personal Obligation with Respect to Assessments.** The Developer, for each Lot and Living Unit within the properties subjected to the provisions of this Declaration, hereby covenants and each Owner of any such Lot or Living Unit, by acceptance of a deed therefor or contract for the purchase thereof (whether or not it shall be so expressed in any such deed or contract), shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article. Each such assessment, together with interest thereon and costs of collections thereof, also shall be the personal obligation of the person who is the Owner of such assessed land at the time when the assessment fell due.

Section 2. **Purpose of Assessments - Annual Assessments.** The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety

and welfare of, the Members, and for the improvement and maintenance of the Common Properties, and to providing services and facilities related to all or any of the foregoing matters, and of the Members, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the Common Properties, payment of insurance with respect to the Common Properties and repairs, replacement and additions thereto, payment for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, materials, management and supervision thereof.

**Section 3. Amount of Assessments, Change in Amount and Date of Commencement.**

(a) The annual assessment for each year, commencing with the assessment made with respect to the calendar year 2000, shall be \$470.00 for an improved lot and the sum of \$420.00 for an unimproved lot. No assessment shall be made with respect to any period prior to 2000. The Board of Directors of the Association, by resolution adopted in the manner provided in its By-Laws may increase the amount of the annual assessment for any future year, except that the amount of the increase for any year shall not exceed 15% of the annual assessment for the preceding annual period unless an annual assessment of a greater amount for such year shall have been approved by vote of Members as provided in the By-Laws of the Association. The Board shall provide to each Owner a copy of the proposed annual budget, together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes, at least thirty (30) days, but not more than sixty (60) days, prior to the adoption of said budget by the Board.

(b) Provided that, if an adopted budget or any separate assessment adopted by the Board would result in the total assessments (annual plus separate) payable in the budgeted fiscal year exceeding one hundred and fifteen percent (115%) of the total assessments (annual plus separate) payable during the preceding fiscal year, then the Board, upon written petition signed by Members representing at least twenty percent (20%) of the total votes in the Association delivered to the Board within fourteen (14) days of the Board's action, shall call a meeting of the Owners to be held within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. At said meeting, unless Members representing a majority of the total votes in the Association cast votes to reject the adopted budget or separate assessment, the same shall be deemed ratified.

(c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of Subsection (b) or (d) of this Section. As used in this Section, "emergency" means a danger to or a compromise of the structural integrity of the Common Properties or any of the common facilities of the Association or a danger to the life, health or safety of the Members.

(d) Provided further, however, that any assessments for additions or alterations to the Common Properties or other Association owned property that are not included in the adopted annual budget, shall be subject to the approval of Members representing a majority of the total Lots.

**Section 4. Effect of Nonpayment of Assessment; the Lien; Personal Obligation of the Owner.** If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with the Recorder of Deeds an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then Owner, his heirs, representatives, successor and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

**Section 5. Interest; Remedies of the Association.** Delinquent assessments shall bear interest at the rate of 8% per annum from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest as provided and reasonable attorney's fees to be fixed by the court, together with the costs of such action.

Section 6. **Exempt Property.** Notwithstanding the foregoing, no assessments, charges or liens shall be assessed with respect to Lots owned by the Developer (except Lots subject to purchase contracts).

Section 7. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien or any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosures, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 8. **Proof of Payment.** The Association upon request and payment of a service fee of not more than \$15.00 at any time shall furnish any Owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any which have been made with respect to said Owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

Section 9. **Itemized Accounting.** The Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. Additionally, the Board shall either: (a) make available for review to all Members an itemized accounting of the common expenses for the preceding fiscal year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves; or (b) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

## **ARTICLE IX SANITARY DISPOSAL**

Section 1. Except as otherwise provided by Supplemental Declaration, sanitary disposal for each Lot shall be by means of a septic system or other approved method designed by a registered professional engineer or registered sanitarian. Before installation, the design plans for the system shall be submitted to and a permit for installation obtained from Jo Daviess County Health Department or any other governmental authority having jurisdiction. Any such system as installed shall be subject to inspection and final approval by the approving authority before backfilling. The cost of installation of the system shall be borne by the Owner. Final approval by the Committee of building plans shall be subject to issuance of the required permit for sanitary disposal.

## **ARTICLE X WATER AND SEWER/SEPTIC SERVICE CHARGES:**

Section 1. At such time as the Owner shall elect to connect a service line to said system main, Owner shall pay for usage of water, and/or sewer/septic system, if applicable, at reasonable rates, subject to a minimum monthly charge, established by said utility. Said monthly amount for sewer/septic, where applicable, and water usage shall be subject to reasonable revision by said utility and may be billed monthly, bimonthly, quarterly or semi-annually at the option of said utility.

Section 2. Unpaid amounts billed for sewer/septic, if applicable, and water usage shall constitute a lien upon and encumber the Lot or Lots with respect to which the charges shall have been made and the utility, its successors and assigns, shall have the same rights and remedies to record and foreclose such liens and collect such charges as are reserved to the Association with regard to its charges as set forth in ARTICLE VIII hereof.

**ARTICLE XI  
GENERAL PROVISIONS:**

Section 1. **Duration.** The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of two-thirds of the Lots and Living Units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement or change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

Section 2. **Notices.** Any notice sent or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of mailing.

Section 3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

Section 4. **Modification.** By recorded Supplemental Declaration, the Developer may modify any of the provisions of this Declaration of any Supplemental Declaration for the purpose of clarification or otherwise, provided no such modification shall change the substantive provisions of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner established by such document.

Section 5. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

Section 6. **Fidelity Insurance.** The Association shall obtain and maintain fidelity insurance covering all persons who control or disburse funds of the Association, for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and management company.

**END OF TEXT OF DECLARATION**

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS        )

CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Vice President of the Board of Directors of The Galena Territory Association, Inc., and that the attached is a true, correct, and accurate copy of the Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II and the Amended and Restated By-Laws of The Territory II Association, Inc. attached hereto as Exhibit "B", and that the changes to Article V, Section 12 of said Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II have been approved by Owners of at least two-thirds (2/3) of the Lots and Living Units subject to the Amended and Restated General Declaration of Covenants and Restrictions for Vincent I of Territory II.

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of July, 2021.

THE GALENA TERRITORY ASSOCIATION,  
INC.

By: Cathy J. Gallagher  
As Vice President of the Board of Directors



I, Dixie Birkbeck, a Notary Public, hereby certify that on the above date, the above Vice President of the Board of Directors of The Galena Territory Association, Inc., which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

By: Dixie Birkbeck

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lots 1 to 12 (both inclusive) in Vincent I of Territory II, a Subdivision in Jo Daviess County, Illinois, according to Plat of Record recorded with the Recorder of Deeds on the 20<sup>th</sup> day of January, 2000, in Planhold D, No. 560, as Document No. 272255.

**Exhibit "B"**

**AMENDED AND RESTATED BYLAWS OF THE  
TERRITORY II ASSOCIATION, INC.**

Section 1. "Association" shall mean "The Territory II Association, Inc.," an Illinois not-for-profit corporation.

Section 2. "The Properties" shall mean and refer to the existing properties, and all additions to the existing properties subjected to the Declaration.

Section 3. "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its Members, and any replacement of or for any of the foregoing.

Section 4. "Lot" shall mean any plot of land designated by a numeral upon any recorded subdivision map of The Properties, but shall not include any plot designated as a "tract".

Section 5. "Owner" shall mean (i) the record owner, equitable owner, beneficiary if the property is held in a trust or contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties; but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Living Unit" means any portion of a Multi-Family Structure situated upon The Properties and subject to the provisions of the Declaration which is designed for occupancy by a single family.

Section 7. "Board" means Board of Directors of the Association.

Section 8. "Declaration" means the Declaration of Covenants and Restrictions by Developer dated February 10, 2000, and any Supplemental Declaration as referred to therein, recorded with the Recorder of Deeds of Jo Daviess County, Illinois with respect to which the Lots and Living Units of Owners are or will be made subject.

**ARTICLE II  
MEMBERSHIP**

Section 1. Membership. Every person or entity except the Developer, who becomes an Owner of any Lot or Living Unit subject to the provisions of the Declaration or any supplemental Declaration and which is subject to assessment by the Association shall be a Member of the Association by acceptance of a Deed of Conveyance or by entering into a contract for purchase of such Lot or Living Unit, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have one class of Members who shall be the persons or entities who are Owners. Each Member shall be entitled to one vote for each Lot or Living Unit in which he holds the interest required for membership. When more than one person holds such interest, all such persons shall be Members and the vote for such Lot or Living Unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Board during the period when the assessments, remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, it may, in its discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Section 4. The rights of membership are subject to the payment of annual assessments levied by the Association in the amount and manner as provided in these By-Laws, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the property against which such assessments are made as provided in the Declaration.

**ARTICLE III  
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT  
OF COMMON PROPERTIES**

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by Article VI of the Declaration, subject to reserved rights as stated therein.



**ARTICLE IV  
EVIDENCE OF MEMBERSHIP**

Section 1. A certificate of membership in the Association may be issued to Members in such form as the Board may determine. Failure to issue such a certificate shall not affect the rights of a Member.

**ARTICLE V  
ASSOCIATION PURPOSES AND POWERS**

Section 1. The Association has been organized to accept and hold title to the Common Properties which will be conveyed and transferred to it from time to time by Developer in accordance with the Declaration; to maintain and administer the Common Properties as provided by the Declaration; to administer and enforce the covenants and restrictions as set forth in the Declaration; and to collect and disburse the assessments and charges as provided in the Declaration.

Section 2. Subject to the provisions of the Declaration, and to the extent provided by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes.

Section 3. The Association may exercise any powers conferred upon it by law subject to any limitation or restriction imposed in its Articles of Incorporation.

**ARTICLE VI  
BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be managed by a Board of Directors who shall be Members of the Association. The Board shall consist of nine (9) members to serve for a term of three (3) years each, one-third of the Board, or three (3) members, plus any vacancies which may occur, shall be elected each year.

Section 2. Vacancies in the Board shall be filled by a two-thirds (2/3) vote of the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the Members at the next annual meeting or until Members holding twenty percent (20%) of the votes in the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes in the Association requesting such a meeting. The above provision shall not preclude an appointed Director from seeking election as a Director. Such Director appointed or elected to fill a vacancy shall serve only during the unexpired term created by the vacancy.

Section 3. Two-thirds of the membership may remove a board member as a director at a duly called special meeting.

## **ARTICLE VII ELECTION OF DIRECTORS**

Section 1. Election to the Board shall be by written ballot as hereinafter provided. At such election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The names receiving the largest number of votes shall be declared elected.

Section 1A. The three candidates receiving the greatest number of votes shall be elected to fill the vacancies caused by the expiration of the full three (3) year terms. The candidate receiving the next highest number of votes shall be elected to fill the vacancy or vacancies caused by an unexpired term or terms. The candidate with the largest number of votes shall be elected to fill the longest unexpired term.

Section I B. No Director shall serve more than two (2) consecutive three-year terms. Partial terms filled by appointment shall not be considered part of said three-year term. A former Board member shall be eligible for re-election to the Board on the expiration of one year from the last six-year term served.

Section 2. Nominations for election to the Board shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

Section 3. The Nominating Committee shall consist of a chairman who shall be a member of the Board, whose term of office will not be expiring while such director is a member of the Nominating Committee and two or more members of the Association who shall not be candidates for election as directors. The chairman and members of the nominating committee shall be appointed by a majority of the then existing Board at the meeting following the annual meeting of members, or as soon thereafter as appointments may be made.

Section 4. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled and no more than three (3) nominations for each vacancy. Such nominations may be made from among Members only, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Article VII Section 5, and shall be made in advance of the time fixed in Article VII Section 5 for the mailing of such ballots to Members.

Section 5. All elections to the Board shall be made on written ballot which shall:

- (a) Describe the vacancies to be filled;

- (b) Set forth the names of those nominated by the Nominating Committee for such vacancies and;
- (c) Contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the secretary to the Members at least thirty (30) and not more than forty (40) days in advance of the date set forth therein for return of ballots (which shall be a date not later than the day before the annual or special meeting called for elections).
- (d) The names of the candidates shall be positioned on the ballot according to lot. The procedures for drawing the names shall be determined by the Nominating Committee.

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Member shall be advised that, because of the verification procedures of Article VII Section 7, the inclusion of more than one Ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member is exercising more than one vote), shall be placed in another sealed envelope which shall bear such information as the Board may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the secretary at the address stated in ballot transmittal.

Section 7. Upon receipt of each return, the secretary shall immediately place it in a safe or other locked place until the days set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of at least three (3) Members appointed by the Board. The Election Committee shall then adopt a procedure which shall:

- (a) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Member, be identified on the outside envelope containing them; and
- (b) That the Member is not delinquent in the payment of any of the assessment against the Lot or Living Unit for which the vote is being cast. If the assessments are not fully paid, the vote shall be invalidated.

Such procedure shall be taken in such manner that the vote of any Member shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot,

all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, management shall secure and retain all ballots and outside envelopes for at least one year. Unless a review of the procedure or results is demanded in writing by any candidate within the ballot retention period, the ballots and the outside envelopes shall be destroyed.

## **ARTICLE VIII POWERS AND DUTIES OF THE BOARD**

Section 1. The Board shall have power:

- (a) To call special meetings of the Members whenever it deems necessary and shall call a meeting at any time upon written request of twenty percent (20%) of the membership.
- (b) To appoint and remove at pleasure all officers, agents or employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever. Provided, that a member of the Board may not enter into a contract with a current Board member, or with a corporation or partnership in which a Board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to the Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this paragraph, a Board member's immediate family means the Board member's spouse, parents, and children.
- (c) To establish, levy, assess and collect the assessments or charges referred to in Article IX of the Declaration.
- (d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests and the Developer, its successors, assigns, licensees, sublicensees, guests of its commercial operation and prospective customers thereon. The Board may, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, By-Laws, and Rules and Regulations of the Association, in accordance with procedures to be established by the Board.

- (e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those, if any, reserved to the Members in the Declaration or in the Articles of Incorporation.
- (f) In the event that any Member of the Board shall be absent from three (3) consecutive regular meetings, the Board may by action taken at the meetings during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting or, at any special meeting, when requested by the Members.
- (b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- (c) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified.
- (d) To make annual assessments against the Members and to collect the same and create and enforce liens with respect thereto, as provided in the Declaration. No assessment shall be made for any year prior to the year 1976. The amount of the assessment for each year and the time for payment thereof shall be fixed by resolution of the Board and sent to each Member with the notice of annual meeting of Members for such year.
- (e) The Board may increase the amount of the annual assessment for any year after 1976 in an amount greater than 15% of the amount of the assessment for the preceding year upon approval by vote of Members at the annual meeting of Members of a majority of the Members present and voting at said meeting, in person, in the following manner: Prior to any such annual meeting the Board shall adopt a budget for such year to be presented for approval by Members at such meeting, which budget as adopted shall be sent to the Members with a notice of such meeting.

If such budget is approved by the Members, the Board may levy an assessment for such year in an amount sufficient to meet the provisions of such budget.

**ARTICLE IX  
DIRECTORS' MEETINGS**

Section 1. Special meetings of the Board shall be held when called by the President or twenty-five percent (25%) of the Directors upon not less than three (3) days' notice setting forth the business to be transacted at the meeting.

Section 2. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present; or, if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 3. A majority of the Board shall constitute a quorum.

Section 4. Any action required by law or these By-Laws to be or which may be taken at a meeting of the Members or Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members or Directors, as the case may be, entitled to vote with respect to the subject matter.

Section 6. The Board shall meet at least four (4) times annually.

Section 7. All meetings of the Board shall be open to any Owner, except for any portion of the meeting held:

- (a) 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 Association finds that such an action is probable or imminent;
- (b) To consider third party contracts or information regarding appointment, employment or dismissal of an employee; or
- (c) To discuss violations of rules and regulations of the Association or an Owner's unpaid share of common expenses.

However, any vote on the above matters shall be taken at a meeting or portion thereof open to any Owner.

Section 8.

(a) Notice of meetings of the Board, containing the date, time and place of said meeting, shall be provided to each Owner by mail, personal delivery, by posting in an Association publication that is routinely mailed to all Owners or sent via any other

delivery method that is approved in writing by the Owner and authorized by the Declaration or By-Laws, or shall be posted in entranceways or other conspicuous places in the Common Properties at least forty-eight (48) hours prior to the Board meeting. However, if there is no common entranceway for seven (7) or more Lots or Living Units, then the Board may designate one (1) or more locations in the proximity of the Lots and Living Units where the notices of meetings shall be posted.

(b) Provided, however, that each Owner shall receive written notice by mail, personal delivery, by posting in an Association publication that is routinely mailed to all Owners or sent via any other delivery method that is approved in writing by the Owner and authorized by the Declaration or By-Laws, of any meeting of the Board concerning the adoption of the proposed annual budget, regular assessments, or a separate or special assessment not less than ten (10), and not more than sixty (60), days prior to such Board meeting.

Section 9. A portion of each Board meeting shall be reserved for comments by Members. Provided, however, that the duration and meeting order for such Member comment period is within the sole discretion of the Board.

## **ARTICLE X OFFICERS**

Section 1. The officers shall be a president, a vice president, a secretary and a treasurer. All officers shall be members of the Board.

Section 2. The officers shall be chosen by a majority vote of the Board.

Section 3. All officers shall hold office during the pleasure of the Board.

Section 4. The president shall preside at all meetings of the Board and the Members, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The vice president shall perform all the duties of the president in his absence.

Section 6. The secretary of the Board shall be ex officio, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with addresses as registered by such Members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided, however, that a resolution of the Board shall not be necessary for

disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. By resolution the Board shall designate the officer or officers who may sign checks on behalf of the Association.

Section 8. The treasurer shall keep proper financial records and books of account and may cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual balance sheet statement for consideration by the Board.

## **ARTICLE XI COMMITTEES**

Section 1. The Standing Committees of the Association shall be the Nominations Committee, the Architectural Review and Control Committee, and the Budget and Audit Committee, the Legal, By-laws, and Arbitration Committee, and the Long Range Planning Committee.

A board member appointed by the President of the Board shall chair each standing committee. Each standing committee shall consist of at least three (3) members but no more than nine (9) members who are nominated by the President and approved by the Board. The Board may appoint such other Committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Section VII hereof.

Section 3. The Architectural Review and Control Committee shall have the powers, duties and functions of the Committee established in the Declaration, Article IV, and such additional duties as may be delegated to it by resolution passed by a majority of the Board of Directors. All controversies between an Owner-Member and the Architectural Review and Control Committee shall be subject to binding arbitration. Prior to commencing work, an agreement signed by the Owners-Member, Contractor, Builder, Landscaper, etc., must be on file agreeing to be bound by the rules and regulations of the "Association."

Section 4. The Budget and Audit Committee shall supervise the annual audit of the Association's books and prepare and present to the Board the Association's annual budget. The treasurer shall be a Member of the Budget and Audit Committee.

Section 5. The Legal, By-laws, and Arbitration Committee shall review such legal matters involving the Association, its Members or employees relating to Association matters as may be referred to the Committee by the Board and to propose changes in legal procedures that the Committee deems appropriate to further the affairs of the Association. The Committee shall be responsible for developing arbitration procedures and supervising the arbitration process.



Section 6. The Long Range Planning Committee shall prepare and continually upgrade a long range master plan for the development and operation of the Galena Territory consistent with the interests of the Members at the direction of the Board and compatible with the natural environment.

Section 7. It shall be the duty of each Committee to receive complaints from Members of any matter involving Association functions, duties and activities within its field of responsibilities and bring such complaints to the Board.

## **ARTICLE XII MEETINGS OF MEMBERS**

Section 1. A regular annual meeting of Members for the purpose of electing Directors and taking action with respect to any other business noticed for the meeting shall be held on the Third Saturday of February or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10) and not more than thirty (30) days prior to the date fixed for said meeting.

Section 2. Special meetings of Members may be called at any time by the president, the Board, or upon written request of twenty percent (20%) of the total Members. The specific purpose or purposes for which the Special Meeting is being called shall be set forth in the request for such meeting.

Section 3. Notice of any meetings shall be given to the Members by the secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each Member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least ten (10), but not more than thirty (30), days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article VII herein or any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of Members entitled to cast, in person 10% of the votes of Members entitled to vote or 100 Members shall constitute a quorum for any action governed by these By-Laws, except as otherwise may be required by the Articles or Declaration.

## **ARTICLE XIII INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES**

Section 1. Any person who is involved without his consent in any legal action due to the fact that he is or was a Director, Officer or employee of the Association shall be indemnified by the Association against all expenses reasonably incurred by him in

connection with or resulting from such legal action. Such expenses shall also include amounts paid by him with the consent of the Association acting through its Board of Directors in reasonable settlement of such actions except for those matters as to which it shall be determined that such persons were derelict in the performance of his duties to the Association. This right of indemnification shall apply to matters arising both before and after the time of adoption of the By-Laws and any amendments thereto, and shall not exclude any other legal right of indemnification to which such person may be entitled.

#### **ARTICLE XIV BOOKS AND PAPERS**

Section 1. The inspection of books, records and papers by members of the Association shall be subject to policy established by the Board of Directors. Provided, however, that the Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Owner, such Owner's mortgagees and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other Association instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, annual reports and any rules and regulations adopted by the Association;
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Properties, specifying and itemizing the maintenance and repair expenses of the Common Properties and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained;
- (c) The minutes of all meetings of the Board, which shall be maintained for a period of not less than seven (7) years;
- (d) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for a period of not less than one (1) year;
- (e) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not-for-Profit Corporation Act of 1986.
- (f) With respect to Lots and Living Units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Owner and a designation shall remain in effect until a subsequent

document is filed with the Association.

Where a request for records under this Article is made in writing to the Board or its agent, failure to provide the requested record or respond within thirty (30) days shall be deemed a denial by the Board. The Association may charge a reasonable fee for the costs of retrieving and copying any such records properly requested.

#### **ARTICLE XV CORPORATE SEAL**

Section 1. The Association shall have the seal in circular form having within its circumference the words "The Territory II Association, Inc.," or any abbreviation thereof approved by the Board.

#### **ARTICLE XVI AMENDMENTS**

Section 1. These By-Laws may be amended by a two-thirds (2/3rds) vote of the then constituted Board of Directors and ratified by the affirmative vote of two-thirds (2/3rds) of the Members voting, either in person or by mail, at the next ensuing regular or special meeting of the Members.

#### **ARTICLE XVII ARBITRATION**

Section 1. Any claim or controversy between The Territory II Association, Inc. and any individual member of the Territory II Association, Inc. or between The Territory II Association, Inc. and any condominium or townhouse Association under contract with The Territory II Association Inc. which arises out of or relates to the ownership and use of the property in the Vincent Farm shall, at the request of any such party, be submitted to arbitration according to regulations prescribed by the Board of Directors. The Territory II Association, Inc. every condominium or townhouse Association under contract with The Territory II Association, Inc., and every member of the Territory II Association, Inc. by becoming such, agrees to arbitrate all such disputes according to these By-Laws and the regulations prescribed by the Board pursuant to these By-Laws, and further agrees to abide by and perform any awards made thereunder.