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ANGELA K KAISER, RECORDER  
JO DAVIESS COUNTY, IL  
08/30/2018 08:32 AM

RECORDING FEE	84.00
RHSP FEE	9.00

## **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROCK COVE TOWNHOUSES**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses (hereinafter referred to as "Declaration") and the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc. (hereinafter referred to as "By-Laws"), attached hereto as Exhibit "C", are recorded for the purpose of amending and restating the previous Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses (hereinafter referred to as "2016 Declaration"), which was recorded with the Recorder of Deeds of Jo Daviess County, Illinois on August 1, 2016 as Document No. 390449, and the previous Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc. (hereinafter referred to as "2016 By-Laws"). This Declaration and the By-Laws attached hereto as Exhibit "C" are made and entered into by the Board of Directors of the Rock Cove Townhouse Association, Inc. in accordance with the provisions of Section 1-60(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-60(a)), which provides that the Association may correct errors or omissions in the 2016 Declaration and 2016 By-Laws as may be required to conform to said Act and any other applicable statute by vote of two-thirds (2/3) of the members of the Board. In addition, pursuant to Article IX, Section 9.04 of the 2016 Declaration, certain changes contained

within this Declaration have been approved by not less than seventy-five percent (75%) of the Owners, with such Owners' written approval to such changes attached hereto, and, pursuant to Article XII of the 2016 By-Laws, certain changes contained within the By-Laws attached hereto as Exhibit "C" have been approved by not less than seventy percent (70%) of the Owners, with such Owners' written approval to such changes attached hereto.

### **PREAMBLE**

WHEREAS, the Rock Cove Townhouse Association, Inc. (hereinafter the "Townhome 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 "Premises");

WHEREAS, the 2016 Declaration and 2016 By-Laws were recorded with the Recorder of Deeds of Jo Daviess County, Illinois on August 1, 2016 as Document No. 390449;

WHEREAS, the Board of Directors desires to amend and restate the 2016 Declaration, replacing it, in its entirety, with this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses;

WHEREAS, the Board of Directors desires to amend the 2016 Declaration, to conform that document to the current provisions of the Illinois Common Interest Community Association Act as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, the Board of Directors desires to amend and restate the 2016 By-Laws, replacing it, in its entirety, with the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C";

WHEREAS, the Board of Directors desires to amend the 2016 By-Laws, to conform that document to the current provisions of the Illinois Common Interest Community Association Act as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses and the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C", have been approved by the affirmative vote of at least two-thirds (2/3) of the members of the Board at a meeting of the Board;

WHEREAS, the changes made to Article I, Section 1.17 of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses have been approved by not less than seventy-five percent (75%) of the Owners pursuant to Article IX, Section 9.04 of the 2016 Declaration, with such Owners' written approval to such changes attached hereto;

WHEREAS, the changes made to Article III, Section 3.02 of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses have been approved by not less than seventy-five percent (75%) of the Owners pursuant to Article IX, Section 9.04 of the 2016 Declaration, with such Owners' written approval to such changes attached hereto;

WHEREAS, the changes made to Article III, Section 3.08 of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses have been approved by not less than seventy-five percent (75%) of the Owners pursuant to Article IX, Section 9.04 of the 2016 Declaration, with such Owners' written approval to such changes attached hereto;

WHEREAS, the changes made to Article IV, Section 4.02 of the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C", have been approved by not less than seventy percent (70%) of the Owners pursuant to Article XII of the 2016 By-Laws, with such Owners' written approval to such changes attached hereto;

WHEREAS, the changes made to Article V, Section 5.02 of the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C", have been approved by not less than seventy percent (70%) of the Owners pursuant to Article XII of the 2016 By-Laws, with such Owners' written approval to such changes attached hereto;

WHEREAS, the changes made to Article VI, Section 6.03(c) of the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C", have been approved by not less than seventy percent (70%) of the Owners pursuant to Article XII of the 2016 By-Laws, with such Owners' written approval to such changes attached hereto;

WHEREAS, the changes made to Article VI, Section 6.03(d) of the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C", have been approved by not less than seventy percent (70%) of the Owners pursuant to Article XII of the 2016 By-Laws, with such Owners' written approval to such changes attached hereto;

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses and the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C", shall become effective upon recordation in the Office of Recorder of Deeds, Jo Daviess County, Illinois.

NOW THEREFORE, the 2016 Declaration is hereby restated and amended as follows:

## ARTICLE I

### DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

- Section 1.01: Act: The Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.), as amended from time to time.
- Section 1.02: Board: The Board of Directors of the Townhome Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Section 4.04.
- Section 1.03: By-Laws: The Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., a copy of which is attached hereto as Exhibit "C" and by this reference made a part hereof.
- Section 1.04: Common Area: All of the Premises except the property included in Townhome Units.
- Section 1.05: Common Expense: Cost of maintaining and repairing the Common Area and all other expenses lawfully incurred by the Townhome Association or the Board which pertain to the Rock Cove Townhomes, including without limitation expenses incurred in maintaining, repairing and replacing the Townhome Unit Exteriors.
- Section 1.06: Declarant: The Galena Territory Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.
- Section 1.07: Declaration: shall mean and refer to this instrument and all exhibits hereto, as amended or supplemented from time to time.

- Section 1.08: Family: One or more persons each related to the other by blood, marriage, or law, and including foster children, together with such relative's respective spouses, who are living together in a single Townhome Unit and maintaining a common household; or up to and including three persons not so related, provided that such unrelated persons maintain a common household in a single Townhome Unit.
- Section 1.09: Member: Every person or entity who holds membership in the Townhome Association.
- Section 1.10: Owner: A record owner, except the Declarant, whether one or more persons or entities, of a fee simple title to any Townhome Unit.
- Section 1.11: Possible Additional Development Area: The real estate as shown on Exhibit B which may at Developer's discretion be added to the Premises pursuant to Article VIII. Any portions of the Possible Additional Development Area which are not part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Townhome Association.
- Section 1.12: Premises: The real estate legally described in Exhibit A and such other real estate as may be added thereto pursuant to Article VIII.
- Section 1.13: Property Owners' Association: The Galena Territory Association, Inc., an Illinois Not-for-Profit Corporation, its successors and assigns.
- Section 1.14: Townhome Association: Rock Cove Townhouse Association, Inc., as provided in Section 4.01, its successors and assigns.
- Section 1.15: Townhome Building: A structure containing Townhome Units, with party walls straddling the boundaries between such units.
- Section 1.16: Townhome Unit: Each residential unit identified by number and described in a recorded plat for the Rock Cove Townhouses in the Office of the Recorder of Deeds for Jo Daviess County, Illinois, each of which units Declarant hereby subjects to the provisions of this Declaration; and such other units as hereafter are identified and described in a recorded plat for a townhome development made subject to this Declaration. A Townhome Unit is one single family residential dwelling in a Townhome Building and its accompanying Townhome Unit Exterior. One family may occupy more than one

Townhome Unit; however, such use shall in no way affect the rights, duties and obligations under this Declaration and for the purposes of determining membership in the Townhome Association, each such Townhome Unit shall be considered as a separate and individual unit. If two or more Townhome Units are combined and occupied by a family, each Townhome Unit shall nevertheless be considered a separate Townhome Unit under this Declaration.

Section 1.17: Townhome Unit Exterior: The roof, foundation, exterior steps, footings, chimney, exterior decks and outer surface (excluding glass surfaces) of exterior walls of the Townhome Unit and all portions of the Townhome Unit which are not improved with the residence or garage including, without limitation, the following:

- (a) Driveways, walkways, patios, grass, shrubbery and other landscaping; and
- (b) Those portions of water, sewer, electric and other operating systems which serve more than one Townhome Unit and/or the Common Area (but not including those portions of such systems which serve only the residence or garage located on the Townhome Unit).

Provided that the following portions of the Townhome Units are not included as part of the Townhome Unit Exterior (and the Association is not responsible for the maintenance, repair or replacement of same):

- (a) Non-contiguous surfaces, including but not limited to, doors, door jambs, window units (including glass, sashes and sills), skylight units, and light fixtures.

## **ARTICLE II**

### **PROPERTY RIGHTS AND RESTRICTIONS**

Section 2.01: Conveyances Subject to Declaration

All covenants and restrictions shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any person having any interest or estate in the Premises, and their respective heirs, successors, personal representatives or assigns.

Section 2.02: Access Easement

Every Owner shall have a perpetual nonexclusive easement for ingress and egress from its Townhome Unit over and across the Common Area.

Section 2.03: Delegation of Use

Subject to this Declaration, the By-Laws and the reasonable rules and regulations of the Townhome Association, any Owner may delegate its right to use and enjoy the Common Area to persons in its Family, or to its guests or tenants who reside in its Townhome Unit.

Section 2.04: Townhome Association's Right of Ingress and Egress

The employees and agents of the Townhome Association shall have the right to ingress and egress over and upon the Common Area and Townhome Unit Exteriors for any and all purposes connected with any duties or powers of the Association hereunder with respect to the Common Area and Townhome Unit Exteriors.

Section 2.05: Declarant's Reserved Right

Notwithstanding any provision herein to the contrary, Declarant, and its successors and assigns shall have the following rights:

- (a) The right for its employees, agents, licensees and invitees to have ingress and egress over, in, through and upon the Common Area and Townhome Unit Exteriors for the purpose of showing the Common Area to prospective purchasers or lessees of Townhome Units;
- (b) The right to retain legal title to all or any part of the Common Area; provided that Declarant shall convey, or cause to be conveyed the Common Area to the Townhome Association, no later than one (1) year after the conveyance of the last Townhome Unit subject to the terms and conditions of this Declaration, whether located on the Premises or the Possible Additional Development Area. The Declarant reserves a nonexclusive, perpetual access easement over and across the Common Area or parts thereof; such easement shall run with and bind the land and inure to the benefit of real estate located adjacent to or near the Common Area;
- (c) The right to grant easements, through, across, under and over the Common

Area, to any public or private utilities, cable television companies or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, television cable and related equipment, gas pipes, sewers or water pipes, or any other utility services serving any Townhome Unit or the Common Area;

- (d) The right to place and maintain on the Premises model townhome Units, sales offices, business conference facilities which may be Townhome Units designed or remodeled to accommodate such functions, advertising signs, and lighting in connections therewith, at such locations and in such forms as the Declarant may, in its discretion, determine and to use available parking facilities for its guests employees, agents, contractors, or any one claiming by or through it.
- (e) The right of ingress and egress in, through and upon the Common Area, the right to make alterations and additions to the Common Area, and the right to temporarily store construction material on the Common Area with respect to any of Declarant's activities in connection with construction, promotion, sale or lease of the Townhome Units or of additional residential housing units located or to be located adjacent to or near the Premises.

Declarant, at its expense, shall be responsible for the repair of any damage caused by it, or its agents and invitees, to the Common Area or the Townhome Units as a result of the exercise of any of the Declarant's rights under this Section.

Section 2.06: Easement for Unintentional Encroachment

Notwithstanding any other provisions contained herein, in the event that any Townhome Unit or any Townhome Building or any improvements thereto or any facilities servicing primarily one or more Townhome Units encroaches upon any of the Common Area or any other Townhome Unit where such encroachment results from the design, construction, reconstruction, or shifting of any such Townhome Unit or structure containing such Townhome Unit, then a perpetual easement appurtenant to such Townhome Unit or structure shall exist for the continuance of any such encroachment on the Common Area or such other Townhome Unit.

Section 2.07: Rights of Board

After the Common Area is conveyed to the Townhome Association, the Board shall have the right and power (i) to grant easements over the Common Area to public or private utilities, cable television companies or governmental bodies for the installation and maintenance of electrical and telephone conduit lines, television



cables and related equipment, gas pipes, sewers or water pipes, or any other utility services serving any Townhome Unit or the Common Area and (ii) to execute all documents and all other actions affecting the Common Area.

### ARTICLE III

#### COVENANTS AND RESTRICTIONS AS TO USE AND MAINTENANCE

Section 3.01: Maintenance of Townhome Units

Except as otherwise provided in this Article III, each Owner shall be responsible for the maintenance, repair and replacement of its Townhome Unit.

Section 3.02: Maintenance of Townhome Unit Exterior

The Townhome Association shall be responsible for the maintenance, repair and replacement of the Townhome Unit Exterior. The maintenance, repair and replacement responsibilities of the Association with respect to a Townhome Unit Exterior are only for ordinary maintenance, repair and replacements and does not include damages from casualties, fires, natural disasters or other insurable events. Each Owner shall be responsible for the maintenance, repairs and replacements of his or her Townhome Unit Exterior made necessary as a result of damage to the Townhome Unit Exterior from a casualty, fire, natural disaster or other insurable event.

Section 3.03: Maintenance of Common Area

The Townhome Association shall be responsible for the maintenance, repair and replacement of the Common Area which shall include, without limitation, the following:

- (a) The maintenance (including snow removal), repair and replacement of the streets, walks, paths, parking areas, access facilities, playgrounds, and all other recreational facilities and improvements located on the Common Area; and
- (b) The planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Common Area.

Section 3.04: Damage Caused by Owner

If, owing to the act of or the neglect of an Owner, or a member of such Owner's

Family or household pet or a guest or other authorized occupant or invitee of such Owner, damage shall be caused to the Common Area or a Townhome Unit Exterior and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board. The amount necessary for such repairs, if not paid by the Owner, shall be charged to such Owner as a special assessment, which shall be a lien on such Owner's Townhome Unit. In the event that any Owner alters any of the landscaping or that portion of its Townhome Unit Exterior for which the Townhome Association is responsible so as to increase the cost of the maintenance of said landscaping or to require additional work to repair any damage caused thereby or to restore to original condition, then the Board shall charge the cost thereof to such Owner as a special assessment, which shall be a lien on such Owner's Townhome Unit.

Section 3.05: Residential Use:

- (a) Each Townhome Unit is hereby restricted to use by its Owner, the Owner's family, servants and guests, tenants or lessees, as a residence only and shall in no event be used at any time for any purpose other than residential purposes. The rental or leasing by an Owner of its Townhome Unit for residential purposes shall not be prohibited, regardless of the term of occupancy.
- (b) The foregoing restrictions as to residential use shall not be construed in such a manner as to prohibit an Owner, or anyone in possession of the Townhome Unit by, through or under the Owner, from: (i) maintaining a personal professional library; (ii) keeping personal business or professional records or accounts; (iii) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction.

Except as provided under Section 2.05 and other portions of this Declaration, no industry, business, trade, occupation or profession shall be conducted on any part of the Premises and no "For Sale" or "For Rent" signs or any window display advertising shall be permitted on any part thereof.

Section 3.06: Obstructions

Except as permitted under Section 2.06, there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior

written consent of the Board.

Section 3.07: Proscribed Activities

No nuisance or noxious or offensive activity shall be carried on the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Townhome Units. No animals, livestock or poultry shall be raised, bred or kept on the Premises, except that dogs, cats or other household pets may be kept in Townhome Units, subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days' written notice from the Board.

Section 3.08: No Unsightly Uses

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. Garbage cans and wood piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Townhome Units and streets. Campers, trucks, motor homes, snowmobiles, inoperable vehicles, boats, buses, and large-scale commercial vehicles shall not be parked anywhere on the Premises except in garages. This restriction shall not apply to service vehicles servicing the residences of the Premises and the Declarant. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed therein. No antennas or satellite dishes shall be affixed or placed upon or on any portion of the Common Area without the prior written approval of the Board. The placement, installation and use of antennas and satellite dishes on or upon the Townhome Units by Owners shall be subject to all applicable provisions of the rules and regulations adopted by the Board. Notwithstanding anything contained herein to the contrary, the installation of any satellite dish or antenna shall be at the Owner's sole risk and sole cost and expense and, in the event the installation of any satellite dish or antenna causes any damage or destruction to any Townhome Unit or the Common Area or voids or impairs any warranty which runs for the benefit of the Association or any Owner, the Owner installing and owning the satellite dish or antenna shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including reasonable attorneys' fees and court costs. This provision, however, is not intended to interfere with the Owners' rights to adequate reception under the 1996 Telecommunications Act or other present, or future, federal or Illinois statutes.

Section 3.09: Architectural Controls

- (a) The purpose of architectural control is to secure and maintain attractive, harmonious residential Townhome Buildings and Townhome Units which will have continuing appeal. No construction, reconstruction, alteration or addition of a building, fence, wall, patio or other structure shall be commenced, erected or maintained, except interior alterations, nor shall any exterior color changes be made, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location and approximate cost of such building, improvements, or other structure shall have been submitted to and approved in writing by the Board. The Board may refuse to approve any such construction plans or specifications, or color changes, which are not suitable or desirable, in the sole opinion of the Board for aesthetic or other reasons; and in so passing upon construction plans and specifications or color changes, the Board shall have the right to take into consideration the compatibility of the proposed building or other structure with the surroundings, and the effect of the building, other structure, or color change on the outlook from adjacent or neighboring properties. All such changes shall also be approved pursuant to Article IV of the General Declaration of Covenants and Restrictions of The Galena Territory and pursuant to the Architectural Guidelines and Review Procedures of The Galena Territory Architectural Committee.
- (b) All plans, specifications and other materials shall be filed in the office of the Townhome Association. A report in writing setting forth the decisions of the Board and the reasons therefor shall thereafter be transmitted to the applicant by the Townhome Association 30 days after the date of filing the plans, specifications and other material by an applicant.
- (c) This Section 3.09 shall not apply to the Declarant, and the Declarant shall not be bound by any of the terms and conditions as set forth in Section 3.09(a) and (b).

In the event (1) the Board fails to approve or disapprove within 45 days after submission of the final plans, specifications and other material, as required in this Declaration, and (2) no suit to enjoin construction has been filed within 45 days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.

Section 3.10: Nameplates

There shall not be more than one nameplate on each Townhome Unit. A nameplate shall conform in size, color, content and location as provided by the Board.

Section 3.11: Rules and Regulations

The use and enjoyment of the Common Area shall be subject to reasonable rules and regulations duly adopted by the Board pursuant to the power granted in this Declaration and the By-Laws.

**ARTICLE IV**

**THE TOWNHOME ASSOCIATION**

Section 4.01: The Association

Declarant has caused the Townhome Association to be incorporated as a Not-for-Profit corporation. The Townhome Association, through the Board, shall be the governing body for all of the Owners for the administration and operation of the Common Area and for the maintenance and architectural control of the Townhome Unit Exterior.

Section 4.02: Powers

In addition to all powers as from time to time provided by law, the Townhome Association shall have the following powers:

- (a) To own and lease such real estate as may be reasonably necessary in order to carry out the provisions of this Declaration and the purposes and powers of the Townhome Association and to be taxed on such real estate as may be owned by it;
- (b) To procure insurance as provided as required by Section 5.01;
- (c) To exercise the architectural controls vested in the Townhome Association under Article III, Section 3.08 of this Declaration;
- (d) To engage the services of a manager or managing agent approved by the Board, who shall manage and operate the affairs of the Townhome Association for all of the Owners upon such terms and with such authority

as the Board may approve;

- (e) To formulate policies for the administration, management and operation of the Townhome Association;
- (f) To adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Common Area, Townhome Buildings and Townhome Units and for the health, comfort, safety and general welfare of the Owners, and to amend such rules and regulations from time to time;
- (g) To provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Townhome Association is responsible under this Declaration and for such purposes to enter and to authorize entry upon any Townhome Unit, following reasonable notice to the Owner when feasible, causing as little inconvenience to the Owner as practicable and repairing any damage caused by such entry at the expense of the Townhome Association;
- (h) To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Townhome Association and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (i) To have access to each Townhome Unit from time to time as may be necessary for making emergency repairs therein to prevent damage to the Common Area, Townhome Unit Exteriors, and other Townhome Units;
- (j) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided;
- (k) To pay out of the assessments hereinafter provided for, the following:
  - (i) Water, waste removal, electricity and telephone and other necessary utility services for the Townhome Association and (if not separately metered or charged) for the Townhome Units;

- (ii) The services of a manager or managing agent or any other person or firm employed by the Board;
  - (iii) The construction, maintenance, repair and replacement of property for which the Townhome Association is responsible;
  - (iv) Such other costs and expenses as are specifically authorized or approved by the Board or the Members;
- (I) To delegate the exercise of its powers to committees appointed in accordance with its By-Laws.

Section 4.03: Membership

Subject to the further provisions of this Section, each Owner shall be a member of the Townhome Association. There shall be one membership per Townhome Unit. If the record ownership of a Townhome Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the membership attributable thereto shall be designated by such Owner or Owners in writing to the Board at the time such Owner or Owners become record Owners of the Townhome Unit. Membership shall be appurtenant to and may not be separated from ownership of a Townhome Unit. Ownership of a Townhome Unit shall be the sole qualification for membership.

Section 4.04: Board of Directors

The Board shall be elected by the Members as provided in the By-Laws of the Townhome Association, subject to Section 4.05. The Board shall direct and administer the Townhome Association affairs in accordance with the terms and provisions of this Declaration, and when not inconsistent therewith, any Articles of Incorporation and the By-Laws of the Townhome Association. All matters requiring action by the Board shall be decided by majority vote. The Board shall consist of three (3) Directors.

Section 4.05: Declarant's Rights

Turnover of the Association by Declarant has already occurred, and all meetings of the Association shall be governed by the appropriate provisions of this Declaration and the By-Laws of the Association.

Section 4.06: Board Liability

The Directors from time to time constituting the Board and the Officers of the Association shall not be liable to the Members for any mistake of judgment or for damages resulting from the exercise of judgment or discretion in connection with the duties or responsibilities of such Director or Officer unless the act or omission involved "willful or wanton conduct," which for these purposes means a course of action which shows an actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference to or conscious disregard for the safety of others or their property.

Section 4.07: Governing Laws

To the extent not otherwise provided for in this Declaration and the Articles of Incorporation and By-Laws of the Association, the Townhome Association, its Directors, Officers and Members shall be governed by the laws of the State of Illinois.

Section 4.08: Voting Rights

Whenever a vote of the Members of the Association is required, at any meeting of such Members or otherwise, such votes shall be cast by the Members and each Member shall have one (1) vote for each Townhome Unit owned.

**ARTICLE V**

**INSURANCE**

Section 5.01: Common Area Insurance

- (a) The Board shall have the authority to and shall obtain insurance covering the Common Area against loss or damage by fire and such other hazards in such amounts as the Board may deem desirable. Premiums for such insurance shall be Common Expenses.
- (b) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Townhome Association, its Directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, from liability in connection with the



Common Area and Townhome Unit Exteriors and insuring the Directors and officers of the Association from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties. The premiums for such insurance shall be Common Expenses.

- (c) The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its Directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Common Area or to any personal property located in the Common Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance. To the extent possible, all policies secured by the Board under this Section shall contain waivers of the insurer's rights to subrogation with respect to the Owners and members of their Families, Directors and officers of the Townhome Association, the managing agent, the Declarant, and their respective employees and agents.

Section 5.02: Townhome Unit Insurance

- (a) Each Owner shall be responsible for procuring fire and all risk coverage insurance upon its Townhome Unit from a nationally recognized insurance carrier for not less than the full insurable replacement value thereof under a policy or policies of insurance which said carrier, in such form, and for such premiums and periods as each Owner may determine to be appropriate. The Association shall be named as an insured where its interests appear. Each owner shall also be responsible for its own insurance on the contents of its Townhome Unit and furnishings and personal property therein, and its personal property stored elsewhere on the Premises.
- (b) Any policy obtained in accordance with the provisions of this Article V shall provide that it may not be cancelled except upon thirty (30) days' written notice to the Association.
- (c) Each Owner shall deliver annually to the Association, immediately following the renewal date of the policy or at such time as a new policy is obtained, a certificate of insurance covering such Owner's Townhome Unit, as required under this Section, is in effect.

- (d) No Owner shall cause or permit anything to be done or kept in the Owner's Townhome Unit or upon the Premises which will result in the cancellation of insurance on such Owner's Townhome Unit, on any other Townhome Unit or on the Common Area.
- (e) Notwithstanding any provisions of this Section to the contrary, neither the Townhome Association nor its Board, officers, employees or agents shall be liable to any Owner nor to any party claiming by, through or under an Owner or by reason of any interest in title to an Owner's Townhome Unit for any act or omission to act under this Section by the Townhome Association, its Board, officers, employees or agents.

Section 5.03: Rebuilding of Damaged Townhome Unit

- (a) In the event of damage to or destruction of any Townhome Unit by fire or other casualty, the Owner thereof shall within a reasonable time after such damage or destruction, repair or rebuild the same in substantial and workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws and ordinances regulating the constructing of buildings in force at the time of such repair or reconstruction. The Townhome Unit Exterior, when rebuilt, shall be to the extent possible substantially similar to and of architectural design and landscaping in conformity with the surrounding Townhome Units which are not so damaged or destroyed.
- (b) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (a) to perform the necessary repair or rebuilding, then the Board may cause such repairs or rebuilding to be furnished, provided and installed, in the manner as provided in Subsection (a) and the cost thereof shall be charged to such Owner and shall be a lien on such Owner's Townhome Unit.

**ARTICLE VI**

**ASSESSMENTS**

Section 6.01: Creation of Lien and Personal Obligation

- (a) Each Owner of any Townhome Unit by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and hereby agrees to pay to the Townhome Association such assessments or other charges or

payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Townhome Unit and a continuing lien upon the Townhome Unit against which each such assessment is made. Each such assessment, or other charge or payment, together with such interest and costs, shall also be the personal obligation of the Owner of such Townhome Unit and all persons, jointly and severally who have any beneficial interest in such Townhome Unit at the time when the assessment is due.

- (b) Upon a voluntary conveyance, the grantee of a Townhome Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's rights to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Townhome Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Townhome Unit conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth.
- (c) The lien created by Section 6.01(a) on the Townhome Unit shall be a continuing lien and shall automatically attach to the respective Townhome Unit without need or requirement for a specific notice or filing of lien to be made by the Townhome Association; and, except for the provisions set forth in Section 6.09, the lien created hereby shall be superior to all other liens and encumbrances.

Section 6.02: Purpose of Assessments

The assessments levied by the Townhome Association shall be used exclusively to promote the recreation, health, safety, and welfare of Members of the Townhome Association, to administer the affairs of the Townhome Association, and to pay the Common Expenses.

Section 6.03: Annual Assessment

Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year which shall show the following:

- (a) The estimated Common Expenses including without limitation, the estimated cost of management fees, wages, materials, supplies, insurance, taxes, and services (the "Cash Requirement");
- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses (the "Reserve Requirement");
- (c) The amount of the annual assessment ("Annual Assessment") which is hereby defined as the Cash Requirement, plus the Reserve Requirement, minus any unspent cash from the prior year; and
- (d) That portion of the Annual Assessment which is attributable to such Owner, which is determined by dividing the Annual Assessment by the number of Townhome Units for which transactions have been closed by December 31 of the previous year. On or before the 10th day of January of the ensuing year, and on or before the 10th day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner shall pay to the Board, or as it may direct, one-twelfth (1/12) of that portion of the Annual Assessment which is attributable to such Townhome Unit Owner. Each Townhome Unit began being assessed and each Owner began paying its Assessment upon the delivery of the deed of conveyance by the Declarant to the first Owner. The amount to be paid monthly shall be one-twelfth of the Annual Assessment until the next Annual Assessment is determined.

Each Owner shall receive 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.

Section 6.04: Revised Assessment

If any Annual Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the Annual Assessment payable under Section 6.03 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised Annual Assessment.

Section 6.05: Limitation on Annual Assessments

The Townhome Association shall pay all costs incurred in connection with the operation of the Townhome Association without subsidy from Declarant. Notwithstanding anything to the contrary in this Declaration, Declarant shall not be responsible for annual or special assessments, including payments toward Reserves, on unsold Townhome Units owned by Declarant.

Section 6.06: Special Assessment

The Townhome Association Board may levy a special assessment (i) to pay (or build up reserves to pay) expenses incurred (or to be incurred) by the Townhome Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Townhome Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Owners, share and share alike. No special assessment which shall require the aggregate payment with respect to a Townhome Unit of greater than five (5) times the most recent monthly assessment shall be adopted without the affirmative vote of at least two-thirds (2/3) of the Owners who cast their votes on the question. The Townhome Association Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

Section 6.07: Additional Assessment Provisions

- (a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, then the Townhome Association, upon written petition signed by Members with at least twenty percent (20%) of the total votes in the Townhome Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members to be held within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Members are cast at the meeting to reject the

budget or separate assessment, it shall be deemed ratified.

- (b) Provided, however, that separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of Subsection (a) or (c) of this Section. As used in this Section, "emergency" means a danger to or a compromise of the structural integrity of the Common Area or any of the common facilities of the Townhome Association or a danger to the life, health or safety of the Membership.
- (c) Provided further, however, that any assessments for additions and alterations to the Common Area or other Townhome Association owned property that are not included in the adopted annual budget shall be separately assessed and are subject to the approval of a majority of the total Members at a meeting called for that purpose.

Section 6.08: Reserves

The Townhome Association shall segregate and maintain special reserve accounts to be used solely for making major repairs or replacements in connection with the Common Area ("Reserves"). The Board shall determine the appropriate level of the Reserve based on a periodic review of the useful life of improvements to the Common Area and other property owned by the Townhome Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and the purchase of other property to be used by the Townhome Association in connection with its duties thereunder.

Section 6.09: Property Owners' Association Assessments

Pursuant to the Galena Territory Declaration Members of the Townhome Association are subject to assessment by The Galena Territory Association, Inc. Such assessments made upon members of the Property Owners' Association shall be paid by each member individually and shall not be a Common Expense as used herein.

Section 6.10: Uniform Assessment

The Annual Assessment shall be fixed and levied equally among all Townhome Units, share and share alike. Assessments, annual and special, shall be due and payable at such time or times as shall be fixed by the Board from time to time subject to the provisions of this Declaration and of the By-Laws.

Section 6.11: Nonpayment of Assessments

If an assessment or other charge or payment is not paid within thirty (30) days after the due date, there shall be assessed an administrative service fee in the amount of \$15.00 which may be adjusted from time to time by the Board, and in addition, the assessment, shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Townhome Unit or both, for any such assessments and fees including interest, costs and reasonable attorney's fees of any such action, which shall be added to the amount of such assessment or other charge or payment and included in any judgment rendered in such action, If the Board has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Townhome Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse of the Common Area or by abandonment of its Townhome Unit. Any Owner who is more than thirty (30) days in arrears at the time of any meeting of the Townhome Association, will not be permitted to vote at such meeting.

Section 6.12: Association's Lien Subordinated to Mortgages

The lien provided for herein shall be subordinate to the lien of any first mortgage at any time placed upon any Townhome Unit. Such lien shall not be affected by any sale or transfer of a Townhome Unit except that a sale or transfer pursuant to a decree of foreclosure or in lieu of foreclosure shall extinguish the lien as to assessments which became payable prior to such sale or transfer. The extinguishment of the lien pursuant to this Section 6.12 shall not extinguish nor relieve any personal liability created by any provision of this Declaration. No sale or transfer shall relieve the purchaser or transferee of a Townhome Unit from liability for, nor the Townhome Unit so sold or transferred, from the lien of any assessment thereafter coming due, including its share of any previously extinguished assessment reallocated among all Owners pursuant to a subsequently adopted budget.

## ARTICLE VII

### PARTY WALL

#### Section 7.01: Party Wall

Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Townhome Units in a building, shall constitute a "Party Wall", and to the extent not inconsistent herewith, the general rules of law regarding party walls, shall apply thereto.

#### Section 7.02: Rights in Party Wall

Each Owner of a Townhome Unit which is adjacent to a Party Wall shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the duty to keep, maintain and repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

#### Section 7.03: Damage to Party Wall

If any Party Wall is damaged or destroyed through the act of any Owner or its agents, servants, tenants, guests, invitees, licensees, or members of its Family, whether such act is willful, negligent or accidental, such Owner shall forthwith diligently proceed to rebuild or repair the same to as good a condition as it existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Townhome Unit. Any Party Wall damaged or destroyed by some act or event other than one caused by the adjacent Owner, its agents, servants, guests, invitees, licensees, or Family, shall be diligently rebuilt or repaired by both Owners of adjoining Townhome Units to as good a condition as it existed prior to such damage or destruction at the joint and equal expense of such Owners.

#### Section 7.04: Change in Party Wall

Any Owner who proposes to extend, alter or modify any Party Wall shall first obtain the written consent of the Owner of the other adjacent Townhome Unit, in addition to meeting any other requirements which may apply.

#### Section 7.05: Arbitration

In the event of a disagreement between Owners of Townhome Units adjoining a



Party Wall with respect to their rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding.

## ARTICLE VIII

### ANNEXATION OF ADDITIONAL PROPERTY TO THE PREMISES; FORMATION OF UMBRELLA ASSOCIATION

#### Section 8.01: Additions to the Premises

Declarant, its successors and assigns, shall have the right, but not any obligation, to bring within this Declaration, from time to time, portions of the Possible Additional Development Area.

#### Section 8.02: Supplementary Declarations

The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to any such additional property which shall extend the covenants and restrictions of this Declaration to such property. Such Supplementary 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 the added properties and as are not inconsistent with this Declaration.

#### Section 8.03: Formation of Umbrella Association

If Declarant elects, in its sole discretion to designate portions of the Possible Additional Development Area as being Community Areas, as hereinafter defined, such designation shall be by legal description and shall be made subject to this Declaration by recording a Supplementary Declaration of Covenants and Restrictions in accordance with Section 8.02, above, and shall also be made subject to and shall be governed by a separate Umbrella Declaration constituting a Declaration of Covenants and Restrictions (the "Umbrella Declaration") for Rock Cove Property Owners' Association (the "Umbrella Association"). In such event, every Townhome Unit and every Owner shall become subject to the Umbrella Association without further action on the part of any Owner or Declarant. Without limiting the foregoing, however, every Owner agrees to execute all documents deemed necessary by Declarant to evidence such Owner's consent to be subject to and bound by the Umbrella Declaration and agrees to deliver such to Declarant upon

request for filing of record in Jo Daviess County if deemed appropriate by Declarant. The Umbrella Association shall have all powers, duties, rights and remedies generally incorporated in and given to such umbrella associations so as to enable it to carry out its review, supervision and maintenance function with respect to the Community Areas which, if so designated, shall be for the benefit of the Development, including but not limited to, the right to assess the costs and expenses thereof equitably against each Owner and to enforce the collection of such by lien and foreclosure thereof or by any other remedy now or hereafter available to such umbrella associations in law or in equity. For these purposes, "Community Areas" shall generally mean and include open space, private drives, private streets, parking areas, walkways, green areas and recreational facilities, but shall not include any Dwelling Units constructed on the Premises or otherwise as an amenity for the benefit of the Development and for the use and enjoyment of each Owner and such other persons having rights to use such as may, from, time to time, be granted pursuant to the Umbrella Declaration and other related documents governing the Umbrella Association. Nothing herein, however, shall be construed to require Declarant to designate Community Areas or to construct recreational facilities on the Premises or otherwise for use of Residents within the Development and, should Declarant choose not to designate Community Areas or to develop recreational facilities for the benefit of the Development, it need not form the Umbrella Association or if it has, in fact, formed the Umbrella Association and thereafter decided to not designate Community Areas or to not construct recreational facilities, Declarant may dissolve the Umbrella Association by filing a Declaration of Dissolution of record in Jo Daviess County and upon the occurrence of either such event, this Section 8.03 shall be deemed null and void and of no further effect. Declarant agreed to either designate Community Areas or to affirmatively elect not to do so prior to December 31, 1996, and if it failed to do either on or before said date, this Section 8.03 shall likewise be deemed null and void and of no further force and effect.

## ARTICLE IX

### MISCELLANEOUS

#### Section 9.01: Owners' Easement of Enjoyment

Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Townhome Unit.

#### Section 9.02: Duration

(a) The covenants and restrictions of this Declaration shall be appurtenant to

and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by not less than 75% of the then Owners.

- (b) All easements described in this Declaration are easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owners, the mortgagees from time to time of any Townhome Unit or the Common Area, and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.

Section 9.03: Severability

Invalidation of all or any portion of any of the covenants and restrictions by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

Section 9.04: Amendment

The provisions of this Declaration may be abolished, amended, modified, enlarged or otherwise changed in whole or in part and any part or all of the Premises or the Common Area may be removed from the provisions of this Declaration by an instrument executed by not less than 75% of the then Owners; except that the provisions relating to the rights of Declarant may be amended only upon the written consent of Declarant, and the provisions of Sections 3.05 and 6.05 and this Section 9.04 may be amended only by an instrument executed by all of the Owners and Declarant. No amendment shall become effective until properly recorded.

Section 9.05: Enforcement

Enforcement of the provisions contained in this Declaration may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Board, any mortgagee or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.06: Mergers

Upon a merger or consolidation of another association with the Townhome Association, its properties, rights and obligations may, as provided in its Articles of

Incorporation, by operation of law be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law be added to the properties, rights and obligations of the Townhome Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Premises together with the covenants and restrictions established upon any properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Premises except as hereinafter provided.

Section 9.07: Notices

Unless otherwise provided by law, any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if delivered by one of the following methods:

- i) Mailed to the Owner's last known address as provided by such Owner to the Board, or if no such address has been provided then mailed to such Owner's Townhome Unit;
- ii) Personally delivered to such Owner;
- iii) Posted in a Townhome Association publication that is routinely mailed to all Owners; or
- iv) Transmitted to an Owner via electronic transmission; provided, however, that prior to the sending of such a notice via electronic transmission, an Owner must consent, in writing, to receive notices via electronic transmission. For purposes of this paragraph, the term "electronic transmission" shall have the same meaning as provided for that term in the Act.

Section 9.08: Captions

The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

Section 9.09: Declarant's Easement to Correct Drainage

For so long as the Declarant owns or has an interest to any portion of the land described in Exhibits A and B, the Declarant reserves a blanket easement and right on, over and under the Premises to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary, following which the Declarant shall restore

the affected property to its original condition as nearly as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

**END OF TEXT OF DECLARATION**

This instrument was prepared by:

KEAY & COSTELLO, P.C.  
128 South County Farm Road  
Wheaton, Illinois 60187

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF JO DAVIESS    )

The undersigned certifies that I am the duly elected, qualified and acting President of the Board of Directors of Rock Cove Townhouse Association, Inc., and that the attached is a true, correct, and accurate copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses and the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C", and that said documents were approved by at least two-thirds (2/3) of the directors on the Board of Directors of Rock Cove Townhouse Association, Inc. at a Board meeting and further certify that in addition, pursuant to Article IX, Section 9.04 of the 2016 Declaration, certain changes contained within the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rock Cove Townhouses have been approved by not less than seventy-five percent (75%) of the Owners, with such Owners' written approval to such changes attached hereto, and, pursuant to Article XII of the 2016 By-Laws, certain changes contained within the Amended and Restated By-Laws of Rock Cove Townhouse Association, Inc., attached hereto as Exhibit "C", have been approved by not less than seventy percent (70%) of the Owners, with such Owners' written approval to such changes attached hereto.

EXECUTED this 29<sup>TH</sup> day of AUGUST, 2018.

Eric L Kennedy  
Printed Name

Eric L Kennedy  
Signature, as President of the Board of Directors of Rock Cove Townhouse Association, Inc.

I, SUSAN R. MILLER, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of Rock Cove Townhouse Association, Inc., which Board member is personally known to me, appeared before me and acknowledged that, as such Board members, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.



Susan R. Miller

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PREMISES**

BRANIGAR'S PLAT OF EAGLE RIDGE UNIT "S" OF THE GALENA TERRITORY, A SUBDIVISION LOCATED IN THE NW 1/4 SE 1/4 OF SECTION 19, T28N, R2E OF THE FOURTH PRINCIPAL MERIDIAN, GUILFORD TOWNSHIP, JO DAVIESS COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1989 AS DOCUMENT NO. 197941, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N55°34'47"W 2,158.40' TO THE POINT OF BEGINNING;

THENCE N62°00'00"W 66.00';

THENCE ALONG THE ARC OF A CURVE CONCAVE WEST, RADIUS 137.00', THE CHORD OF WHICH BEARS N17°15'00"W 194.59' TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF A CURVE CONCAVE EAST, RADIUS 233.00', THE CHORD OF WHICH BEARS N26°15'00"W 275.55' TO THE END OF SAID CURVE;

THENCE S78°45'00"W 156.03';

THENCE N21°00'00"W 454.91';

THENCE N80°00'00"E 465.00';

THENCE S11°00'00"E 448.13';

THENCE S74°00'00"W 168.93';

THENCE ALONG THE ARC OF A CURVE CONCAVE EAST, RADIUS 167.00', THE CHORD OF WHICH BEARS S26°15'00"E 197.50' TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF A CURVE CONCAVE WEST, RADIUS 203.00', THE CHORD OF WHICH BEARS S17°15'00"E 288.34' TO THE POINT OF BEGINNING.

## **EXHIBIT "B"**

### **POSSIBLE ADDITIONAL DEVELOPMENT AREA**

Lands to which The Galena Territory Association, Inc. is in title in the following described areas:

Section 19, Guilford Township, Jo Daviess County, Illinois.

Section 30, Guilford Township, Jo Daviess County, Illinois.

Section 31, Guilford Township, Jo Daviess County, Illinois.

The South 1/2 of Section 24, East Galena Township, Jo Daviess County, Illinois.

The East 1/2 of Section 25, East Galena Township, Jo Daviess County, Illinois.

The East 1/2 of the Northeast 1/4 of Section 36, East Galena Township, Jo Daviess County, Illinois.