

**Apple Canyon Lake
Property Owners Association**



**Amended Declaration to Conform to the Common
Interest Community Association Act (CICAA)**

Formerly Amended and Restated Covenants & Restrictions

Effective November 6, 2011

Revised May 1, 2016

Revised May 21, 2017

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Amended Declaration to Conform to the Common Interest Community Association Act

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AMENDED DECLARATION TO CONFORM TO THE COMMON INTEREST COMMUNITY ASSOCIATION ACT

PREAMBLE

This document (hereafter referred to as the "Amended Declaration") is recorded for the purpose of amending and restating the Amended and Restated Covenants & Restrictions, recorded on November 6, 2008, with an effective date of November 6, 2011, (hereafter referred to as the "Restated Declaration").

This Amended Declaration is adopted pursuant to Section 1-60(a) of the Common Interest Community Association Act (CICAA) (765 ILCA 160/160) which states: "(a) If a provision of the community instruments does not conform to this Act or to another applicable law because of an error, omission, or inconsistency in the community instruments of the association, the association may correct the error, omission, or inconsistency to conform the community instruments to this Act or to another applicable law by an amendment adopted by vote of two-thirds of the board of directors, without a membership vote."

This Amended Declaration, as adopted, shall be included among Apple Canyon Lake Property Owners' Association Governing Documents, as amended from time to time, sometimes described as Community Instruments, which shall be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control:

1. CICAA
2. Articles of Incorporation
3. Covenants & Restrictions
4. Bylaws
5. Rules and Regulations
6. Board Approved Policies
7. Board Approved Committee Operations and Procedures

RECITALS

WHEREAS, the Amended Declaration truly and accurately reflects the intent of the Restated Declaration, together with the changes contained in the Amended Declaration as revised by the Board of Directors pursuant to Section 160(a) of the Common Interest Community Association Act, and

WHEREAS, the Amended Declaration supersedes all previous covenants and restrictions governing the Lots and Dwellings covered by this Amended Declaration; and

WHEREAS, the Board desires to record a certified copy of a resolution adopted by the Board certifying that this amendment of the Restated Declaration has been approved by the Board of Directors in order to memorialize the Board's action.

NOW, THEREFORE in furtherance of the foregoing recitals, the attached Amended Declaration is being recorded for the above stated purposes.

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Amended Declaration or any Supplementary Declaration (unless the context shall prohibit) shall have the following meanings:

- a. *"Amended Declaration"* shall mean the Amended Declaration of Covenants and Restrictions for the Apple Canyon Lake Property Owners' Association as set forth herein.
- b. *"Association"* shall mean and refer to the Apple Canyon Lake Property Owners' Association, a nonprofit corporation organized and existing under the laws of Illinois, its successors and assigns.
- c. *"Board" or "Board of Directors"* shall mean those persons elected to manage the affairs of the Association in accordance with CICAA, the Amended Declaration, the Articles of Incorporation and the Bylaws of the Association.
- d. *"Building Height"* shall mean the vertical distance measured from the top of the foundation to the highest point of the roof at the front elevation.
- e. *"Building Line"* shall mean a line on a lot that is delineated in the recorded plat of subdivision which denotes the required depth of a front, side, or rear yard.
- f. *"Bylaws"* shall mean the bylaws duly adopted by the Association, and as amended from time to time, and in effect at the time when any action or conduct of a Member or the Board is taken.

- g. “CICAA” shall mean the Common Interest Community Association Act (765 ILCS 160) as hereafter amended or supplemented under applicable Illinois law.
- h. “Common Properties” shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties as “Tract” followed by an alphabetical designation (By way of Example, “Tract A, Tract B, Tract C, Tract D and Tract E in Winchester Unit of Branigar’s Apple Canyon Lake Subdivision according to the plat thereof recorded June 10, 1969, as Document Number 117932 in the Office of the County Recorder.), or by the designation “Open Space” or “Greenway” or other similar term intended to designate a parcel of real estate as devoted to the common use and enjoyment of the owners of the Properties; the lands within and beneath Apple Canyon Lake to the lot lines abutting thereon; and the lake dam conveyed to the Association.
- i. “Driveway” shall mean the surface area by which vehicles regularly enter and exit any Lot, whether paved or not. (See Article III, Section 6.)
- j. “Dwelling” shall mean any building located on any Lot or an individual living unit in a Multifamily Structure intended for the shelter and housing of a single family.
- k. “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.
- l. “Emergency” shall mean a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the Association. “Emergency” also includes a danger to life, health or safety.
- m. “Garage” shall mean a Structure, either attached to a Dwelling or constructed as a separate Structure, designed and constructed for the primary purpose of storing motor vehicles, boats, or other items of personal property under the provisions belonging to the Owner or Occupant of the Dwelling. No Living Area shall be constructed or maintained in any Garage unless the prior written approval of the Architectural and Environmental Control Committee (AECC) has been obtained. (See Article III, Section 1.)
- n. “Ground Floor Area” shall mean the living area in that story of the Dwelling which is the first story entirely above the established building grade at the building front.
- o. “Legal Entity” shall mean any being that has a legally recognized individual identity, other than a Natural Person, including, without limitation a partnership, corporation, trust, limited liability company, or any other such being recognized at law.
- p. “Living Area” shall mean that portion of a Dwelling which is enclosed and customarily used for dwelling purposes but shall not include open porches, open terraces, breezeways, crawl

spaces, attached garages (unless approved in writing by the AECC), carports or Dwelling Accessory Buildings.

- q. “*Lot*,” also known as Unit, shall mean any numbered parcel of land, including condominium units, in any subdivision as shown on any Declaration recorded under the provisions of Article II hereof, but not including any of the Common Properties or the Reserved Properties.
- r. “*Lot Area*” shall mean the area of a horizontal plane bounded by the vertical planes through front, side, and rear lot lines.
- s. “*Lot Line*” shall mean any boundary of a lot.
- t. “*Member*” shall mean and refer to all those Natural Persons who are defined as Members of the Association as provided in Article IV, Section 1.
- u. “*Multifamily Structure*” shall mean and refer to any building containing two or more Dwellings under one roof.
- v. “*Natural Person*” shall mean any human being over the age of 18 who has the legal capacity to be the grantee of a deed conveying legal or equitable title to a Lot or Dwelling in the Association.
- w. “*Occupant*” shall mean any person authorized by the Owner to occupy a Dwelling for any period of time, whether with the Owner or alone, or whether as a guest of the Owner or as a tenant. Occupants shall be bound by all of the obligations of the Amended Declaration, the Bylaws, and all Rules and Regulations adopted by the Association. Upon reasonable request, Occupants shall be required to identify themselves to employees or agents of the Association, and to identify the Dwelling they are occupying and the identity of the Owner.
- x. “*Owner*” shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of any Lot or Dwelling situated in The Properties who has all of the power, control and incidents of ownership as would an owner of fee simple title; provided, however, that no Lot or Dwelling shall be owned by more than three Natural Persons, except that a married couple shall be deemed to be one Natural Person; and no Lot or Dwelling may be owned by more than one Legal Entity. Notwithstanding any applicable theory of mortgage, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. (See Article IV.)
- y. “*Parkway*” shall mean the unimproved strip of land between a lot line and the improved portion of the street right-of-way.
- z. “*The Properties*” shall mean and refer to such existing properties which were subject to the

Original Declaration of Covenants and Restrictions dated April 22, 1969, and recorded as Document No. 117532, Miscellaneous Book 4, Pages 427 – 442 in the Office of the Recorder of Deeds of Jo Daviess County, Illinois and the additional property described in the Supplementary Declarations listed on Exhibit A attached hereto; and any additions thereto as are added under the provisions of Article II hereof.

- aa.* “*Reserved Properties*” shall mean any real property owned by the Association which is used in furtherance of the Association’s purposes and objectives, but which is not subject to the restrictions imposed by the Amended Declaration, and which shall be put to those uses deemed to be in the Association’s best interests. (See Article II, Section 3.)
- bb.* “*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 their domestic servants, maintaining a common household in a Dwelling.
- cc.* “*Structure*” shall mean anything 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.
- dd.* “*Supplementary Declaration*” shall mean any change, revision or amendment to the Amended Declaration approved by a vote of the Voting Members as provided in Article II.
- ee.* “*Voting Member*” shall mean the Natural Person designated by the Owner or Owners of any Lot or Dwelling as the one person to whom the Association shall send its notices and invoices, and the one person who has the power to vote on all matters requiring a vote under the Amended Declaration or any Supplementary Declaration, unless the context shall prohibit. (See Article IV.)
- ff.* “*Water Facility*” shall mean any pier, dock, boat ramp, or related facility. A boat house shall not be a “Water Facility” and shall be deemed to be a Dwelling Accessory Building.
- gg.* “*Written Ballot*” shall mean a written document which clearly indicates the vote of a Voting Member being cast on any issue on which a vote of the Voting Members of the Association is taken. A Written Ballot may be cast by a Voting Member either in person at the meeting called for such vote or by mail or by any other means of delivery, provided that such Written Ballot must be delivered to the offices of the Association prior to the commencement of the meeting called for such vote.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION,
ADDITIONS THERETO, AND MERGERS

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

Section 2. Other Additions. Upon approval in writing of the Association pursuant to a vote of its Voting Members, the Owner of any property who desires to add it to the scheme of this Amended Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3. Reserved Properties. The Association owns various parcels of land which were conveyed to it by the Developer or which were subsequently acquired by the Association, a complete description of which is set forth in Exhibit B attached hereto, which are not subject to the Amended Declaration, and which are defined as Reserved Properties. The Association may acquire additional Reserved Properties when deemed to be in the best interests of the Association. Any or all of the Reserved Properties may be added to the scheme of the Amended Declaration upon approval in writing of the Association pursuant to a vote of the Voting Members and by the recording of a Supplementary Declaration of Covenants and Restrictions; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.

The five-acre parcel of land on which the marine service center is located and the eighty-acre parcel of land south of the dam, the legal descriptions of which are identified in Items 1 and 2 on Exhibit B attached hereto, were purportedly made subject to the original Declaration by virtue of the recording of Supplementary Declarations covering those parcels. The attempt to add those parcels to the Properties was likely ineffective because the vote of the members of the Association required to add additional property was neither sought nor obtained. Those aforementioned parcels are owned by the Association as Reserved Properties, and they are not subject to the Declaration or to this Amended Declaration.

Section 4. Mergers. In the event of a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Amended Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger

or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Amended Declaration within the Properties except as hereinafter provided.

ARTICLE III GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. Any Lot which is designated on the Declaration or any Supplementary Declaration listed on Exhibit A with a numeral (without prefix) is intended as a Lot and shall be used for single family residence purposes only. No Structure, except as specifically authorized elsewhere in this Amended Declaration, shall be erected, re-erected or maintained on any Lot, except one Dwelling designed for occupancy by a Single Family, a private Garage containing no more than nine hundred (900) square feet for the sole use of the Owners or Occupants of the Dwelling, Dwelling Accessory Buildings as permitted and Water Facilities for the sole use of the Owners or Occupants of the Dwelling. If approved in writing by the Architectural and Environmental Control Committee (AECC), a Garage may have a Living Area in connection therewith for the sole use of the Owner or Occupant, but any such Living Area shall not be rented separately from the rental of the Dwelling. No Structure, Garage, or other Dwelling Accessory Building shall be erected prior to construction of a Dwelling. No Dwelling, Dwelling Accessory Building or Structure may be erected except in such manner and location as hereinafter provided or as approved in writing by the Association.

Section 2. Quality of All Structures. It is the intention and purpose of this Amended Declaration to insure that all Dwellings, Dwelling Accessory Buildings and Garages shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and the other structures within the immediate area and throughout the Properties. Therefore, prior written approval shall be obtained from the AECC with respect to all matters stated in this Amended Declaration as requiring such approval. All Dwellings and Dwelling Accessory Buildings and Garages shall be constructed in accordance with applicable governmental building codes and with such more restrictive standards or building codes as may be required by the AECC or the Board.

Section 3. Building Height. No Dwelling shall be erected, altered or placed upon any Lot which has a Building Height of more than thirty (30) feet. No detached Dwelling Accessory Building, Garage or other Structure shall exceed seventeen (17) feet in height, unless a greater height is approved in writing by the AECC.

Section 4. Materials to Be Used and Size of Dwellings. The ground floor area of any Dwelling shall be not less than one thousand (1,000) square feet, and all Dwellings shall contain a minimum of fourteen hundred (1,400) square feet in total Living Area, unless otherwise approved by the AECC. Building exteriors must be made of concrete, masonry, vinyl, brick, frame, log construction, or such other building materials as may be approved by the AECC. All exteriors must be painted, stained or finished in colors that are compatible and harmonious with the natural setting and other buildings within the immediate area, as determined by the AECC.

The exterior portion of any Structure must be completed within one year from date of commencement of said construction.

Section 5. Location on the Lot. On and after the effective date of the Restated Declaration, effective November 6, 2011, every Dwelling, Dwelling Accessory Building or Garage, or other Structure, including any overhang, shall be a minimum of twenty-seven (27) feet from the front Lot Line. For corner lots this twenty-seven (27) foot set back shall be applicable to all sides of the Lot which face the street right of way. Roof overhangs of Dwellings, Dwelling Accessory Buildings or Garages and decks attached thereto must be at least ten (10) feet inside any side or rear Lot Line. All Dwellings, Dwelling Accessory Buildings, Garages, decks and sanitary systems constructed on any Lot must be not less than one hundred (100) feet from the existing lake edge as established at pool level of eight hundred (800) feet.

Section 6. Driveways. Plans and specifications for driveways and culverts shall be as approved in writing by the AECC. Before any Driveway is constructed or reconstructed, a plan describing such work shall be submitted to the AECC for its prior written approval.

Section 7. Water Facilities. No Water Facility may be built or maintained on any Lot without the prior written approval of the AECC. In its discretion the Board may approve, prohibit or limit the construction or maintenance or location of any Water Facility and the use thereof.

Section 8. Home Occupations, Nuisances and Animals. The Board shall have the power to adopt reasonable rules and regulations governing home based occupations, nuisances and the possession of animals. No home based occupation or profession shall be conducted in any Dwelling, Dwelling Accessory Building or Garage except those expressly permitted by the Board. No noxious or offensive activity shall be carried on, in or upon any Lot or Dwelling, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, other than inoffensive common domestic household pets, shall be domiciled on any Lot or in any Dwelling.

Section 9. Temporary Structures. No trailer, basement of an incomplete building, tent, shack, garage, except as permitted in Section 1 of this Article, and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during any construction, including repair, remodeling or renovation on any Lot, shall be on the same Lot where the construction is being performed, unless the prior written approval of another location is granted by the AECC. All temporary structures shall be removed upon completion of construction.

Section 10. Easements. The recorded plats of subdivision of The Properties have:

- a. Reserved an easement to the Association, as the Developer's successor and assignee, within the area as shown on the plats and marked "Utility Easement," to install, lay, construct, renew, operate and maintain utility pipes and conduits and underground

equipment for the purpose of serving the Properties with telephone, electric, water and other utility services; and also reserved the right to cut down and remove any trees or bushes that interfere or threaten to interfere with any such use or right. No Structure or trees shall be placed upon said easement except that said easement may be used for gardens, shrubs, landscaping or other purposes which do not at any time interfere with the uses and rights of the easement;

- b. Created an easement for surface drainage in and along the streets and such other locations as are shown on the plats marked "Drainage Easement."

Section 11. Wells and Plumbing. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank system constructed by the Owner and approved by the AECC and by any state, county or municipal authority having jurisdiction. Septic tank systems and locations must be of registered professional engineer design. Said engineer's design plans must be submitted to the AECC for approval and issuance of permit prior to commencing construction. All systems are to be of the closed type; no domestic wastewater is to be discharged into the lake or any adjacent property. Any such sewage disposal system as installed shall be subject to inspection while being constructed and to final approval by the approving authority before backfilling. All wells, plumbing fixtures, and sewage disposal systems shall be subject to inspection from time to time by the Association for the purpose of determining whether they are in compliance with applicable statutes, ordinances, codes, or rules and regulations. A fee to cover the reasonable costs of such inspections shall be established from time to time by the Board.

Section 12. Nonconforming Uses. All existing structures built before the adoption of the Restated Declaration, effective November 6, 2011, are exempt from the requirements stated in Article III; provided, however, that if any exempt Dwelling, Dwelling Accessory Building, Garage or other Structure is seventy-five percent (75%) destroyed and is being reconstructed, restored or replaced it shall, when completed, be in conformance with the requirements of this Article and the then applicable building codes. Any new Structure built upon a Lot after the effective date of this Amended Declaration is subject to the restrictions contained in this Article and the then applicable building codes.

Section 13. Deviations by Agreement with the Association; Other Permitted Uses.

- a. The Association, its successors or assigns, shall have the right to enter into agreements with the grantee of any lot or lots without the consent of grantees of other lots or adjoining or adjacent property to deviate from any of the covenants set forth in this Article III for reasons of practical difficulties or particular hardships evidenced by any such grantee. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such covenant as to other lots in the Properties.

- b. Notwithstanding anything herein which is to the contrary, the Association reserves to itself the right to construct and maintain on lots selected by it in the Properties a Structure or Structures for use by it, and its successors and assigns, as an office or offices or other facilities to be used in connection with the operations and programs conducted by the Association for the benefit of the Owners, or as a location for a water well or wells, water storage facility or sewage treatment facility or facilities, provided no such facility shall be maintained in such manner as to interfere unreasonably with the enjoyment of any lot by the Owners thereof.

Section 14. Leasing Property, CICAA Section 1-35 (a). The provisions of the Apple Canyon Lake Property Owners' Association Governing Documents (also referred to as Community Instruments) that relate to the use of an individual Lot or Dwelling or the Common Properties shall be applicable to any person leasing a Lot or Dwelling and shall be deemed to be incorporated in any lease executed or renewed. Unless otherwise provided in the Community Instruments, the Owner leasing the Lot or Dwelling shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be the privilege of each Natural Person, and his or her spouse, who is the legal or equitable Owner of any Lot or Dwelling; except that no Lot or Dwelling shall have as Owners more than three (3) Natural Persons, including their spouses. Any Legal Entity which owns any Lot or Dwelling may designate one (1) Natural Person, including his or her spouse, as a Member of the Association. Each such designation by a Legal Entity shall be in writing and shall provide the name, address and telephone number of the Member, including any spouse, which person shall be the Voting Member as defined in Section 2. After the initial designation, changes in the identity of the Voting Member can be made only with the approval of the Board, or upon a showing that the change in the identity of the Voting Member has resulted from a bona fide change in the ownership interest of the Legal Entity making the request. The Board's decision in all such matters shall be binding and final. Any Natural Person or Legal Entity that holds a legal or equitable interest in any Lot or Dwelling as security for the performance of an obligation shall not be a Member. Every Member, including any spouse of a Member, shall provide the Association with his or her current mailing address and telephone number.

Section 2. Voting Rights – One Voting Member. The Owners of each Lot or Dwelling shall designate one Natural Person as the Voting Member for said Lot or Dwelling. Only the Voting Member, as defined in Article I, Section 1(ee), shall be entitled to vote at any regular or special meeting of the Association, and only the Voting Member shall be sent notice of any regular or special meeting of the Association. In the event there are multiple Owners of a Lot or Dwelling who are Natural Persons, including their spouses, and they fail to designate one Natural Person as

the Voting Member, the first person named in the deed conveying title to the Lot or Dwelling shall be deemed to be the Voting Member. Notwithstanding anything to the contrary in this Amended Declaration, where there is more than one owner of a Lot and the designated Voting Member is not present at a meeting of the membership and has not otherwise voted, the owner in attendance shall be entitled to cast the member vote associated with that unit even if that owner is not the designated Voting Member. The vote must be cast on the day of the meeting prior to the closing of the polls. In the event a Lot or Dwelling is owned by a Legal Entity, it shall designate one Natural Person to be the Voting Member. The failure of a Legal Entity to designate a Voting Member shall be a bar to the right to vote on any matter, and the vote of such Lot or Dwelling shall not be counted for the determination of a quorum. Owners, other than a Legal Entity, may change the designation of the Voting Member at any time by delivering to the Association a written designation, signed by all of the Owners of the Lot or Dwelling, which contains the Voting Member's name, address and telephone number. Any such change in the designation of the Voting Member shall be effective when received by the Association.

Every Lot or Dwelling shall be entitled to one (1) vote, provided that all assessments, charges, fees and fines which are due the Association are paid in full at the time of the vote. If the Association owns any Lot or Dwelling, it shall not have the right to cast any vote, and the vote of any such Lot or Dwelling shall not be counted for the purpose of determining a quorum. The total number of votes shall not exceed the total number of Lots or Dwellings in The Properties. The vote of a Lot or Dwelling shall not be divisible. If there is a dispute between or among the multiple Owners of a Lot or Dwelling as to who shall be the Voting Member, the vote for any such Lot or Dwelling shall not be counted for any purpose, including determining a quorum. For purposes of determining the votes allowed under this section, when Dwellings in Multifamily Structures are counted, the Lot or Lots upon which such Dwellings are situated shall not be counted.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties which are accessible by public way or from Apple Canyon Lake, and such easement shall be appurtenant to and shall pass with the title to every Lot or Dwelling.

Section 2. Title to Common Properties and Reserved Properties. The Association has acquired legal title to all of the Common Properties and all of the Reserved Properties, and is the owner of all of the Common Properties and Reserved Properties, free and clear of all liens and encumbrances as of the date of the recording of this Amended Declaration.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to prescribe rules and regulations for the use of Common Properties, including but not limited to the number, size, type and speed of boats operated on any waters on the Properties; the taking of fish from waters on the Properties; and such other regulations as the Association deems necessary to the health, safety and welfare of the Association and its Members. The Association may assign specific piers, docks, or other water facilities situated on or adjacent to the Common Properties for the use of specific Lot Owners.
- b. The right of the Association in accordance with the Amended Declaration, the Articles of Incorporation and Bylaws to borrow money for the purpose of improving the Common Properties or the Reserved Properties and in aid thereof to mortgage any or all of the property owned by the Association. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such property, 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 rights of the Members hereunder shall be fully restored.
- c. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures.
- d. The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment, charge or fine remains unpaid; or to suspend the enjoyment rights of any Member for any period not to exceed ninety (90) days, or to levy and assess such fines and penalties for any violation of the Amended Declaration, the Bylaws or the Rules and Regulations, all as determined by the Board.
- e. The right of the Association to charge reasonable admission and other charges or fees for the use, maintenance or preservation of the Common Properties or the Reserved Properties.
- f. The right of the Association to dedicate or transfer all or any part of the Common Properties or the Reserved Properties to any public agency, authority, or utility for the preservation of the public health, welfare and safety and subject to such conditions as may be agreed to by the Association in accordance with its Articles of Incorporation and Bylaws.
- g. The right of the Association, its successors and assigns, to construct on, over and under the Common Properties or the Reserved Properties and to maintain water, electric, gas, telephone, sanitary disposal system and other utility facilities to serve the Properties, the Common Properties or the Reserved Properties or any portions thereof and to grant easements to others in such regard.

ARTICLE VI COVENANT TO PAY ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Dwelling by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Dwelling against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of each person who was an Owner of such Lot or Dwelling at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and, in particular, for the improvement and maintenance of all properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, the Reserved Properties or the Dwellings situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Amount of Annual Assessments. The Association shall have the power to levy an annual assessment against all of the Lots and Dwellings within the Properties, except for only those Lots and properties owned by the Association. The annual assessment shall be fixed in accordance with CICAA as amended from time to time.

Section 4. Change in Basis and Maximum of Annual Assessments and Special Assessments. Each year the Board shall prepare an annual budget which shall identify the Association's projected income and expenses for the next year, which shall include an appropriate amount for the reserves, capital expenditures, payment of real estate taxes, and for the repair and replacement of the Association's facilities and equipment. A copy of the proposed annual budget shall be communicated to each Lot or Dwelling owner at least thirty (30) days, but not more than sixty (60) days, prior to the adoption by the Board. The annual budget, approved by the Board, shall be acted upon at the November Board Meeting, or at such other meeting as the Board may determine. 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 fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the common interest community association, upon written petition by members with twenty (20) percent of the votes of the association delivered to

the Board within fourteen (14) days of the Board action, shall call a meeting of the members 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.

Section 5. Special Assessments not Included in the Annual Budget. Assessments for additions and alterations to the common areas or to association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a majority of the total Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Special Assessments for Emergencies or Mandated by Law. In accordance with the provisions of CICAA subsection 1-45 (e), special 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 CICAA subsection 1-45(c) or (f). As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

Section 7. Quorum for Any Action Authorized Under Sections 4 and 5, CICAA Section 1-40 (b) (1). The quorum required for any action requiring a vote under Section 4 and 5 hereof shall be twenty percent (20%) of the Voting Members eligible to vote at such meeting.

Section 8. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the first day of March of said year, or on such other date or dates as may be established by the Board. The due date of any special assessment under Section 5 or 6 hereof shall be fixed in the resolution authorizing such assessment. Written notice of the assessment shall be sent to the Voting Member designated for each Lot or Dwelling subject thereto. If the assessment is not paid within ninety (90) days of the date on which it is due, written notice shall be sent to every Owner of that Lot or Dwelling at the last address on file at the Association office.

Section 9. Proof of Payment. The Association, upon demand and payment of a service fee of not more than \$25.00, shall at any time furnish to any Owner liable for said assessment a certificate in writing signed by an authorized agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided,

thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate as determined by the Board from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. 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 on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages 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 foreclosure, 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 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all Common Properties; (c) Reserved Properties; (d) all properties exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 13. Restricted Lots. The Owner of any Lot upon which no Structure has been erected may enter into an agreement with the Association wherein the Owner agrees that said Lot shall remain forever vacant open space upon which no Structure of any kind shall be erected, except one requested by the Association and agreed upon by the Owner and the Board. All agreements creating a Restricted Lot shall be in substance and form acceptable to the Board and suitable for recording, and when agreed to by the Association shall be recorded with the Recorder of Deeds of Jo Daviess County, Illinois. Restricted Lots subject to such an agreement shall beginning in the year following the recording of such agreement be liable for only sixty (60) percent of any future annual assessments. Restricted Lots shall continue to remain liable for any Special Assessments approved pursuant to Section 5 or 6 hereof. The Owner of a Restricted Lot shall have all of the rights and privileges of any other Owner, except as modified by such agreement, and shall continue to remain responsible for the maintenance of such Restricted Lot as is the Owner of any other vacant Lot.

Section 14. Senior Exemption. If a Dwelling qualifies for the Senior Citizen Assessment Freeze as provided in the Jo Daviess County, Illinois Ordinances in effect from time to time, such Dwelling shall be exempt from any increase in future annual assessments which become effective the year after the granting of such Senior Citizen Assessment Freeze. The Owner of a Dwelling which qualifies for this Senior Exemption shall before January 1st provide the Association with satisfactory evidence that the Dwelling has qualified for the Senior Assessment Freeze program for the following year. Such Dwelling shall continue to remain liable for any Special Assessments approved pursuant to Section 5 or 6 hereof. All such Senior Exemptions shall end on the year immediately following the first to occur of the conveyance or transfer of the Dwelling to a third party or the death of the last surviving Owner entitled to such Senior Citizen Assessment Freeze.

ARTICLE VII

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Powers of the Committee.

- a. **Generally.** No Dwelling, Multifamily Structure, Dwelling Accessory Building, Structure, Driveway, Water Facility, fence, wall or other structure of any type or kind may be commenced, erected nor shall any exterior addition to or change or alteration be commenced or made on any Lot or on any of the Common Properties or Reserved Properties subject to this Amended Declaration without the prior written approval of the Architectural and Environmental Control Committee (AECC). Such approval shall be obtained only after written application has been made to the AECC by the Owner of the Lot requesting authorization from the AECC. Such written application shall be in the manner and form prescribed from time to time by the AECC and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said Lot and the location of the improvement proposed to be constructed or placed upon said Lot, each properly and clearly designated; said plans shall also show the building lines shown on the recorded plat of subdivision. Such plans shall set forth the color and composition of all exterior materials proposed to be used, together with any other material or information which the AECC may require from time to time. All plans, drawings and other documentation required to be submitted to the AECC shall be as the AECC may require. There shall also be submitted, where applicable, the permits or reports required under Article III of the Amended Declaration. (See, Art. III, Sec. 11, Wells and Plumbing.) All such plot plans shall be prepared by either a registered land surveyor or engineer or architect; except that plans for Driveways, Water Facilities, walls or fences need not be prepared by such professionals. No grading of the lot shall be permitted without the prior written approval of the AECC. The AECC shall have the power, subject to the Board's approval to adopt building codes, guidelines and standards governing the quality, design, workmanship and materials and colors to be used for all proposed construction or improvements.

- b. **Power of Disapproval.** The AECC may refuse to grant permission to construct, place or make the requested improvements when:
- i. The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of any of the restrictions contained in the Amended Declaration, or the provisions of any applicable governmental building code, or the codes, guidelines or standards approved by the AECC or the Board.
 - ii. The design or the siting of a proposed improvement is not in harmony with the general surroundings of the subject lot or with adjacent buildings or structures.
 - iii. The proposed improvement or any part thereof, would in the opinion of the AECC be contrary to the interests, welfare or rights of all or part of the Owners.
- c. **Power to Grant Variances, Adopt Rules.**
- i. The AECC may allow reasonable variances or adjustments of this Amended Declaration where the literal application thereof would result in unnecessary hardship, provided however, that any such variance or adjustment that is granted is in conformity with the general intent and purposes of this Amended Declaration; and that the granting of the variance or adjustment will not be materially detrimental or injurious to other lots in the development. The granting of a variance in any specific case shall not be construed as a precedent or authorization to compel the granting of a variance in any other case, however similar the circumstances may be.
 - ii. The AECC may adopt rules, including rules to be applied in requests for variances, building requirement forms, general building procedure requirements including, but not limited to, adoption or acceptance of national or local building codes, either in whole or in part, for use during the construction improvements upon the Lots, the Common Properties or the Reserved Properties, provided that all such rules and general requirements be approved by the majority of the Board of Directors prior to implementation and use.
- d. **Power to Charge Fees.** The AECC shall recommend to the Board of Directors a schedule of fees to be charged to consider the application of any Owner, and a schedule of fees for the inspection services necessary for all improvements, whether performed by the Association or by any outside source. Such fee schedules shall be approved by the Board from time to time, and shall be uniformly charged to all Owners. All funds collected shall be paid to the Association.

- e. **Review of AECC Action by Board.** The Owner of any Lot or Dwelling whose application to the AECC has been denied may, within sixty (60) days of such denial, appeal such denial to the Board. Such appeal shall be in writing and shall state all reasons why the AECC's decision was either erroneous as a matter of fact or arbitrary and capricious. At the next regular meeting of the Board, the Board shall consider the Owner's appeal and review the AECC's action. The Board shall either affirm the action of the AECC; refer the matter back to the AECC for further consideration; or determine that the action of the AECC was erroneous as a matter of fact or arbitrary and capricious, in which case the Board may direct that the application be granted. The action of the Board shall be final and binding.

Section 2. Duties of the AECC. The AECC shall approve or disapprove proposed improvements within sixty (60) days after all required information has been submitted to it. If the AECC fails to approve or disapprove the proposed improvements within sixty (60) days, it shall provide the Owner with a written explanation of the reasons it has failed to act. In acting upon such applications the AECC members may discuss and act on any such applications either at a regularly scheduled meeting or at a special meeting. Members of the AECC may attend such meetings in person or by telephone. One copy of the submitted material shall be retained by the AECC for its permanent file. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

Section 3. Composition of the AECC. The AECC shall be comprised of not less than three (3) representatives who shall be appointed by the Board, and who shall be subject to removal by the Board at any time. The Board shall appoint at least one (1) architect, licensed engineer or building contractor to the AECC, if one is available. The majority of the members of the AECC shall be Members of the Association. Any vacancies existing from time to time shall be filled by appointments made by the Board. The AECC, subject to the Board's approval, may engage such inspectors or agents to assist it in the performance of its duties and responsibilities. No member of the AECC shall participate in the review of any application in which the member has any interest either as an owner or as the provider of any services for which the member is compensated.

Section 4. Liability of the AECC and the Association. Neither the AECC nor any agent thereof, nor the Association, shall be responsible in any way for the defects in any plans, specifications or other materials submitted to it, nor for any of the work done according thereto.

Section 5. Duty of Inspection. The AECC shall have the power and the right to inspect the work being performed to assure compliance with the applicable provisions of the Amended Declaration and all applicable codes and regulations, and the approved drawings. Approval of plans or work by the AECC shall not be deemed to be a determination that the applicable codes and regulations have been satisfied.

ARTICLE VIII WATER SERVICE

Section 1. Every Owner of a Lot in the Properties which is subject to this Article shall be presumed conclusively to have covenanted by accepting a deed of conveyance to a Lot, regardless of the means of acquisition of title, to pay charges for water service available to the Lot by a common water system at a monthly rate as fixed by the utility furnishing water service, and approved by the Illinois Commerce Commission from and after the availability of water service for connection to the Lot. At such time as the Owner shall elect to have water service connected, he shall pay a connection charge to the utility in an amount approved by the Illinois Commerce Commission. Thereafter, he shall pay for consumption of water at reasonable rates subject to a minimum monthly charge established by the servicing utility and authorized by the Illinois Commerce Commission. Said availability, consumption and usage rates may be billed quarterly, semiannually, or annually at the option of the serving public utility. Unpaid charges shall become a lien upon the lot or lots served as of the date the same become due. Owner shall not drill or permit the drilling of a water well upon his property, unless the utility furnishing water service is unable to provide adequate water service to that Lot. All water wells must be first approved by the AECC.

ARTICLE IX GENERAL PROVISIONS

Section 1. Term and Amendment. The covenants and restrictions of this Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Amended Declaration, their respective legal representatives, heirs, successors and assigns. Said covenants shall be automatically extended for successive periods of one (1) year, unless this Amended Declaration is amended by the affirmative vote of two-thirds of the Voting Members eligible to vote in person or by Written Ballot at a meeting of the Association duly called for the purpose of changing the Amended Declaration, written notice of which shall be sent to all Voting members at least thirty (30) days in advance. At any such meeting a quorum shall consist of twenty percent (20%) of all eligible Voting Members. All such amendments shall be effective upon filing with the Recorder of Deeds of Jo Daviess County, Illinois, a certified copy of a resolution adopted by the Board certifying that the amendment of this Amended Declaration has been approved by the required vote.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Amended Declaration shall be deemed to have been properly delivered when sent by a Prescribed Delivery Method to the last known address (or electronic address) of such Member or Owner on the records of the Association at the time of delivery.

"Prescribed Delivery Method" means (i) mailing or delivering; (ii) posting in The Apple Core or another Association publication that is routinely mailed to all Members; or (iii) any other delivery method (including Acceptable Technological Means) that has been approved in writing by the Owner or Member and is authorized by the Community Instruments.

"Acceptable Technological Means" include without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

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

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment, court order, or law shall not affect any other provisions which shall remain in full force and effect.

02/18/16

Revised 05/01/16

Board Approved 05/21/16

Revised 05/21/17

**EXHIBIT A
TO
SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS**

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION**

**Schedule of Original Declaration and Supplementary Declarations
Which Added Additional Properties**

Subdivision Number	Document Description	Date Recorded	Document Number	Recorded Location	Subdivisions Covered
1.	Declaration of Covenants and Restrictions dated 4/22/69	April 22, 1969	117532	Misc. Book 4, Pages 427-442	Blackhawk Lots 1-104
2	Declaration of Covenants and Restrictions dated 4/22/69	April 22, 1969	117532	Misc. Book 4, Pages 427-442	Hidden Springs Lots 1-50
3.	Supplementary Declaration dated 6/3/69	June 6, 1969	117921	Misc Book 4, Pages 573 & 574	General Grant Lots 1 - 209
4.	Supplementary Declaration dated 7/3/69	July 9, 1969	118151	Misc. Book 4, Pages 622 & 623	Winchester Lots 1 - 155
5.	Supplementary Declaration dated 7/31/69	August 12, 1969	118468	Misc. Book 4, Pages 732 & 733	Big Spirit Lots 1 -143
6.	Supplementary Declaration dated 7/31/69	August 12, 1969	118469	Misc. Book 4, Pages 734 & 735	Blue-Gray Lots 1 -113
7 - (Also includes 12 and 13)	Supplementary Declaration dated 10/20/70	November 2, 1970	121736	Misc. Book 5, Pages 608 & 609	Apache Lots 1 - 266
8.	Supplementary Declaration dated 10/3/69	October 7, 1969	118941	Misc. Book 4, Pages 879 - & 880	Independence Lots 1 -299
9.	Supplementary Declaration dated 10/31/69	November 3, 1969	119179	Misc. Book 5, Pages 16 & 17	Hawthorne Lots 1 - 250

**PAGE 2 OF EXHIBIT A
SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS**

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION**

**Schedule of Original Declaration and Supplementary Declarations
Which Added Additional Properties**

Subdivision Number	Document Description	Date Recorded	Document Number	Recorded Location	Subdivision Covered
10.	Supplementary Declaration dated 4/22/70	April 28, 1970	120248	Misc. Book 5, Pages 304 & 305	Eagle Lots 1 – 167
11.	Supplementary Declaration dated 4/22/70	April 28, 1970	120247	Misc. Book 5, Pages 302 & 303	Fairway Lots 1 – 326
12. (Also includes 7 and 13)	Supplementary Declaration dated 10/20/70	November 2, 1970	121736	Misc. Book 5, Pages 608 & 609	President Lots 1 – 349
13. (Also includes 7 and 12)	Supplementary Declaration dated 10/20/70	November 2, 1970	121736	Misc. Book 5, Pages 608 & 609	Pioneer Lots 1 – 178
14.	Supplementary Declaration Dated 8/8/72	August 30, 1972	126908	Misc Book 7, Pages 96 -98	Canyon Club Lots 1 – 122
15. (7 acres for condominiums)	Supplementary Declaration dated 2/17/78	March 6, 1978	146269	Misc. Book 11, Pages 357 to 359	7 Acres-Comfer Cove. Authorizes 24 dwelling units and adds additional conditions.
15. (7 acres for condominiums)	Re-recording of Supplemental Declaration of Doc. No. 146269 dated 2/17/78	September 28, 1978	148935	Misc Book 12, Pages 104-106	Changes Legal Description on Exhibit A of 7 Acres and refers to it as "Parcel B".

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EXHIBIT B
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION

Schedule of Reserved Properties as defined in Article II, Section 3.

1. Two parcels of land one consisting of Lot 11-267 in the Fairway Subdivision, and the second containing 5.00 acres, more or less, described as Parcel No. 1 and Parcel No. 2, in the Trustees Deed dated September 28, 1984 and recorded on October 4, 1984 as Document No. 173300 in the office of the Recorder of Deeds of Jo Daviess County, Illinois. [The Marina Service Center Property. PIN 43-18-015-017-00]

2. A parcel of land containing 80 acres more or less described in that certain Warranty Deed dated August 15, 1989 and recorded on August 18, 1989 as Document No. 199030 in the office of the Recorder of Deeds of Jo Daviess County, Illinois. [80 Acre parcel South of the Dam. PIN 43-18-015-016-00]

4. A parcel of land in the Southeast Quarter of Section 4, Township 28 North, Range 3 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Southeast Corner of the North Half of the Northwest Quarter of the Southeast Quarter of said Section 4, thence South 89 degrees 01'26" West along the South Line of said North Half a distance of 125 feet to the Point of Beginning; thence continuing South 89 degrees 01'26" West a distance of 290.4 feet; thence North 0 degrees 58'34" West a distance of 300 feet; thence North 89 degrees 01'26" East a distance of 290.4 feet; thence South 0 degrees 58'34" East a distance of 300 feet to the Point of Beginning, containing 2.00 acres, more or less. [The Quarry Parcel. PIN 43-18-015-020-00]

5. A parcel of land Beginning at the Southwest corner of the Northwest quarter of Section 4, thence N 89 degrees 16'59" East along the South line of said quarter section a distance of 1,130.00 feet; thence North 75 degrees 00'44" West a distance of 1,178.41 feet to a point on the West line of said quarter section; thence South 01 degrees 30'36" East along the west line of said quarter section a distance of 319.00 feet to the Point of Beginning, containing 4.12 Acres, all in Township 28 North, Range 3 East of the Fourth Principal Meridian in Thompson Township, Jo Daviess County, Illinois, subject to the existing township road right-of-way. [The North Bay Parcel. PIN 43-18-015-019-00]

6. A parcel of land located in the NW1/4-SW1/4 and NE1/4-SW1/4 Section 15, Township 28 North, Range 3 East of the Fourth Principal Meridian, Thompson Township, Jo Daviess County, Illinois, which is bounded by a line described as follows:

Commencing at the Southeast corner of Lot 114 in Canyon Club Unit of Apple Canyon Lake Subdivision; thence S 22° 33' 33" W 66.01'; thence S 18° 35' 29" W 55 .. 54' to a point of curve; thence along the arc of a curve concave Northwest radius 707' whose chord bears S 25° 47' 49" W 155.80'; thence N 600 04' 38" W 167.24'; thence S 27° 33'

22" W 35.00'; thence S 46° 57' 22" W 92.73'; thence S 71° 01' 33" W 348.74' to the point of beginning; thence S 71° 01' 33" W 78.45'; thence S 76° 16' 53" W 267.51'; thence S 81° 00' 33" W 260.38'; thence N 31° 33' 03" W 12.97'; thence N 58° 26' 57" E 132.06'; thence N 28° 16' 47" E 24.36';. thence N 07° 12' 14" E 4.42' thence N 53° 16' 00" E 22.03'v thence N 85° 56' 09" E 47.22' thence N 72° 04' 40" E 51.90'; thence N 72° 22' 49" E 58.49'; thence N 07° 04' 14" E 80.99'; thence N 51° 36' 35" W 65.98'; thence S 77° 43' 47" W 75.97'; thence S 13° 06' 34" W 39.23'; thence N 84° 31' 27" W 136.66' to a point on the waters edge of Apple Canyon Lake; thence along a meander line as follows: N 23° 10' 43" E 187.89'; thence N 13° 48' 33" E. 202.87'; thence N 02° 50' 31" E 196.73' to the end of the meander line, said point being 79', more or less from. the water's edge of Apple Canyon Lake along the next described course projected Northwesterly; thence S 67° 07' 20" E 436.64' to a point on the Cul-De-Sac of Deer Run Lane; thence along the arc of a curve on said Cul-De-Sac concave East, Radius 60.00', whose chord bears S 110° 02' 53" E 20.18'; thence S 87° 37' 06" W 285.72'; thence S 01° 31' 33" W 221.26'; thence S 63° 28' 27" W 200.00'; thence N 66° 31' 33" E 135.00'; thence S 49° 28' 27" E 100.00'; thence S 25° 31' 33" W 138.00' to the point of beginning. [Cove Restaurant Parcel. PIN 43-18-015-004-00]

7. A parcel of land consisting of approximately 0.467 acres which was originally conveyed to Apple Canyon Lake Property Owners' Association by a Quitclaim Deed dated July 17, 1976, recorded in the Office of the Recorder of Deeds of Jo Daviess County, Illinois on September 17, 1976 as Document No. 139542 at Book 204, Pages 702-703, said parcel containing 0.723 acres, more or less, subject to easements of record; LESS the approximately 0.257 acres more or less that Apple Canyon Lake Property Owners' Association conveyed to the Scales Mound Fire Protection District, a municipal corporation by that certain Warranty Deed dated August 2, 1991, recorded in the Office of the Recorder of Deeds of Jo Daviess County, Illinois on August 26, 1991 as Document No. 211092. Said parcel commonly referred to as tax parcel 18-015-005-00. [Property south and east of the existing fire house.]

11.06.08 --Version--Final