

**This document is a compilation of 5 recorded documents: Original Covenants Doc #331760, Amendment 1 Doc #333812, Amendment 3 Doc #376289, Amendment 4 Doc #476455 and Declaration of Extension Doc. #579405. (NOTE 5)**

**DECLARATION OF PROTECTIVE COVENANTS  
NETTLE CREEK COUNTRY CLUB ESTATES SUBDIVISION  
AN EXCLUSIVE RESIDENTIAL GOLF COURSE COMMUNITY  
GRUNDY COUNTY, ILLINOIS**

THIS DECLARATION, made this 13<sup>th</sup> day of April, 1994, by GRUNDY COUNTY NATIONAL BANK AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 23, 1992, AND KNOW AS TRUST NO. 1242 (herein called the "Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article 1 of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereafter set forth, each and all of which is, and are, for the benefit of said property and each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof; and

WHEREAS, Declarant wishes to establish a governing entity to administer the common facilities contemplated herein and to promulgate such rules and regulations as it determines to be reasonably necessary to achieve the development ends as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in ARTICLE 1 hereof is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Grundy County, Illinois, and is more particularly described on Exhibit "A" attached hereto and incorporated by reference herein.

## ARTICLE II

### GENERAL PURPOSE OF THIS DECLARATION

The real property described in ARTICLE I hereof is subjected to the covenants hereby declared to insure proper use and appropriate development and improvements of Declarant's subdivision and every part thereof; to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks and streets, and adequate free spaces between structures; and, in general, to provide adequately for a residential area of the highest quality and character.

## ARTICLE III

### NETTLE CREEK COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION

#### A. DEFINITIONS

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1. "Association" means the Nettle Creek Country Club Estates Homeowners Association established herein.
2. "Board" means the Board of Managers (or Board of Directors if a not-for-profit corporation is created to manage the affairs of the Association).
3. "Common Expenses" means the proposed or actual expenses affecting property subject to this Declaration, assessed by the Association.
4. "Declaration" means this instrument, as it may be amended from time to time.
5. "Declarant" means the Nettle Creek Development Corp. and its successors or assigns, if any.
6. "Developer" means Nettle Creek Development Corp., and Illinois Corporation.
7. "Lot" means, in the singular, one of the one hundred sixty nine (169) lots in Nettle Creek Country Club Estates.
8. "Nettle Creek Country Club Estates" includes Residential Lots 1 through 169.

9. "Owner" means a person having a free title to a lot or part thereof or a beneficial interest in an entity having such an interest, which lot is included within Nettle Creek Country Club Estates.
10. "Property" means the real estate which is subject to this Declaration and street lights; provided however, that the only restrictions, easements or obligations affecting Outlot A and Lots 170, 171 and 172 are set forth in Article V.
11. "Plat" means the final plat of subdivision for the Nettle Creek Country Club Estates.

**B. ADMINISTRATION AND OPERATIONS**

1. **ADMINISTRATION.** The administration of the property shall be vested in a board consisting of three (3) persons, elected in the manner provided in the By-Laws contained in this Declaration, in Article III. The Declarant may cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation under the name "Nettle Creek Country Club Estates Homeowners Association" or a similar name, which shall be the governing body for all maintenance, repair, replacement, administration and operation of the property subject to this Declaration.
2. **DUTIES OF THE ASSOCIATION.** The Association shall have the following duties with regard to the property as a whole:
  - a) Operations, repair, maintenance and removal of all drainage easements or structures of any kind on the property, for storm water drainage in favor of the Association as provided herein or upon the Plat, except for drainage structures located on Outlot A or Lots 170, 171 or 172.
  - b) Operation and maintenance of any street lights installed in the subdivision pursuant to the requirements of the Grundy County, Illinois, Subdivision Ordinance, as it now and hereafter exists, that are not operated or maintained by a governmental authority.
  - c) Pay to the Township any costs and expenses the Township incurs for roadway repair or replacement caused by any person, firm or corporation making repairs or maintaining, installing or replacing facilities located under such roadway.
  - d) Take such actions as it deems reasonably necessary to enforce the provisions of this Declaration.
3. **POWERS OF THE ASSOCIATION.** In carrying out the duties set forth herein, the Association shall have the powers and authority commonly vested in common property management associations, including, but not limited to, the following:
  - a) To levy and collect assessments for payment of common expenses determined by the Board to be reasonably necessary for the efficient administration of the property.
  - b) To apportion the cost of common expenses among the various owners in proportion to their ownership in the property as a whole.

- c) To employ such personnel, professional and otherwise, as the Board determines to be reasonably necessary to the efficient administration of the property.
  - d) To obtain adequate and appropriate insurance of all kinds.
  - e) To pay the reasonable costs of administration of the Property.
  - f) To the extent deemed necessary by the Board, to engage the services of an agent and employees to perform the duties of the Board.
  - g) To purchase such equipment and supplies as the Board determines to be reasonably necessary to the performance of its duties hereunder.
4. INDEMNITY. The members of the Board and officers of the Association shall not be liable to any owner for any mistake of judgment or any act or omissions made in good faith as such members or officers on behalf of the Association unless any such act or omission shall have been made in bad faith, or contrary to the provisions of this Declaration. The liability of any owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage of ownership of a lot or lots bears to the number of lots on the property subject to this Declaration.
5. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between any owner relating to the Property, the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such owners.
6. ADMINISTRATION OF PROPERTY PRIOR TO ELECTION OF INITIAL BOARD OF MANAGERS. Until the election of the initial Board, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by this Declaration shall be held and performed by the Developer. The election of the initial Board shall be held not later than sixty (60) days after the construction and occupancy of fifty (50) dwellings on the lots located on the Property or five (5) years after the recording of the Declaration, whichever is earlier. If the initial Board is not elected by the owners by the time established, the Developer shall continue in office for a period of thirty (30) days whereupon written notice of resignation shall be sent to all owners entitled to vote at such election.

Within sixty (60) days following the election of a majority of the Board other than the Developer, the Developer shall deliver to the Board:

- a) All original documents of the Association pertaining to the Property and its administration such as the Declaration, By-Laws, Articles of Incorporation, minutes and code of regulation;
- b) A detailed accounting by the Developer setting forth the source and nature of receipts and expenditures in connection with the Association's management, maintenance and operation of the Property;

- c) Association funds which shall have been at all times segregated from any other moneys of the Developer;
- d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the Property; and
- e) Any contract, lease, or other agreement made prior to the election of a majority of the Board by the Developer by or on behalf of the Association.

### C. BY-LAWS

1. NAME. The Name of the Association shall be Nettle Creek Country Club Estates Homeowners Association.
2. INCORPORATION OF ASSOCIATION. Declarant may cause to be formed an Illinois not-for-profit corporation under the name Nettle Creek Country Club Estates Homeowners Association.
3. OFFICE. The corporation shall continuously maintain in the State of Illinois a Registered Office and a Registered Agent whose business office is identical to the Registered Office, and may have other office within or without the State.
4. MEMBERS.
  - a) Class of Membership. The Association shall have one class of members. The Association shall have a membership numbering no greater than the total number of owners of a lot herein.
  - b) Qualifications for Membership. Any person or persons owning all of a lot in Nettle Creek Country Club Estates, or one hundred percent (100%) of the beneficial interest in an equity owning such a lot, shall be a member of the Association. A membership may be held jointly by two or more persons owning legal or equitable title to such a lot. The Owners of Outlot A, Outlot B, Outlot C, Outlot D and Lots 170, 171 and 172 shall not be members of the Association.
  - c) Termination of Membership. Membership shall cease for any member upon conveyance of a lot or the assignment of beneficial interest in an equity owning a lot.
  - d) Voting Rights. Each membership, regardless of the number of persons owning the same, shall be entitled to one (1) vote on all issues to come before the membership of the Association.
  - e) Transfer of Membership. Membership in the Association shall not be transferable except upon the sale of a lot or the beneficial interest in an equity owning a lot in the Nettle Creek Country Club Estates.

## 5. MEETINGS OF MEMBERS

- a) Annual Meeting. An annual meeting of the members shall be held on the first Monday of April each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting.
- b) Special Meeting. Special meetings of the members may be called by the president or the board of directors, or by written petition signed by at least forty (40%) of the membership having voting rights, for the purpose or purposes stated in the call of the meeting.
- c) Place of Meeting. The board of directors may designate any place as the place of the meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of the meeting shall be the registered office of the corporation in the State of Illinois.
- d) Notice of Meetings. Written notice stating the place, date and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five nor more than sixty days before the date of such meeting, or, in the case of the removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty nor more than sixty days before the date of the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the corporation, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.
- e) Informal Action by Members. Any action required to be taken at a meeting of the members of the corporation, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either (i) by all the members entitled to vote with respect to the subject matter thereof, or (ii) by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voting. If such consent is signed by less than all of the members entitled to vote, then such consent shall become effective only (1) if, at least five days prior to the effective date of such consent a notice in writing of the proposed action is delivered to all of the members entitles to vote with respect to the subject matter thereof, and (2) if, after the effective date of such consent, prompt notice in writing of the taking of the corporate

action without a meeting is delivered to those members entitled to vote who have not consented in writing.

- f) Quorum. The holders of a majority of votes which may be cast at a meeting of the corporation shall constitute a quorum for the transaction of business at any meeting of members, provided that if less than a majority of the memberships are present at said meeting, a majority of those memberships present may adjourn the meeting to another time without further notice.
- g) Proxies. Each member is entitled to vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting and may authorize another member to act for him or her by written proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provides for a longer period.
- h) Voting by Ballot. Voting on any question or in any election may be voiced unless the chairman of the meeting shall order or any member shall demand that voting be by ballot.

#### 6. BOARD OF DIRECTORS

- a) General Powers. The affairs of the corporation shall be managed by or under the direction of its board of directors.
- b) Number, Tenure and Qualifications. The number of directors shall be three. Each director shall hold the office until the next annual meeting of members and until his or her successor shall have been elected and qualified. Directors shall have a membership interest in the corporation and shall be at least twenty-one (21) years of age. The number of directors may not be decreased to fewer than three (3), but may be increased to any number from time to time by amendment of this section. No decrease shall have the effect of shortening the term of an incumbent director.
- c) Regular Meetings. A regular annual meeting of the board of directors shall be held without other notice than these By-Laws, immediately after and at the same place as, the annual meeting of the members. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings of the board without other notice than such resolution.
- d) Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.
- e) Notice. Notice of any special meeting of the board of directors shall be given at least two (2) days previous thereto by written notice to each director at his or her address as shown by the records of the corporation except that no special meeting of the directors may remove a director unless written notice of the proposed removal is

delivered to all directors at least twenty (20) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the board of directors may be waived in writing by the person or persons entitled to the notice either before or after the time of the special meeting and attendance at a special meeting will constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

- f) Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board of directors; provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice.
- g) Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these By-Laws, or the articles of incorporation. No director may act by proxy on any matter.
- h) Vacancies. Any vacancy occurring on the board of directors or any directorship to be filled by reason of an increase in the number of directors shall be filled by the board of directors unless the articles of incorporation, a statute, or these By-Laws provide that a vacancy or directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected or appointed, as the case may be, to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.
- i) Resignation and Removal of Directors. A director may resign at any time upon written notice to the board of directors. A director may be removed without cause, as specified by statute.
- j) Informal Action by Directors. The authority of the board of directors may be exercised without a meeting as long as consent is in writing, setting forth the action taken, is signed by all the directors entitled to vote on the action taken.
- k) Compensation. No director shall be paid a salary or honorarium for services to the corporation. The directors may be paid their expenses, if any, of attendance at each meeting of the board. No such payment previously mentioned in this section shall preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefore.



- l) Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporation matter is taken shall be conclusively presumed to have assented to the action taken unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the corporation immediately after the adjournment thereof. Such right to dissent shall not apply to a director who voted in favor of such action.

7. OFFICERS.

- a) The officers of the corporation shall be a president, a treasurer, a secretary and such other officers as may be elected or appointed by the board of directors. Officers whose authority and duties are not prescribed in these By-Laws, shall have such authority and duties as may be prescribed from time to time, by the board of directors. Any two or more offices may be held by the same person.
- b) Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.
- c) Removal. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- d) President. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he or she shall be in charge of the business and affairs of the corporation; her or she shall see that the resolutions and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the board of directors; and, in general, he or she shall discharge all duties of the office of president and such other duties as may be prescribed by the board of directors. He or she shall preside at all meetings of the members and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer, he may execute for the corporation any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the

corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He or she may vote all securities which the corporation is entitled to vote except as to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

- e) Treasurer. The treasurer shall be the principal accounting and financial officer of the corporation. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible, therefore, and for the receipt and disbursements thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine.
  - f) Secretary. The secretary shall (a) record the minutes of the meetings of the members and of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be a custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each member which shall be furnished to the secretary by such member; and (e) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by him or her by the president or by the board of directors.
  - g) Salaries. The officer shall service without compensation. However, they may be paid their expenses, if any, of attendance of any meeting.
8. CONTRACTS, CHECKS, DEPOSITS AND FUNDS.
- a) Contracts. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.
  - b) Checks, Drafts, etc., All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the corporation.

- c) Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.
  - d) Gifts. The board of directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.
9. BOOKS AND RECORDS. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his or her agent or attorney for any proper purpose at any reasonable time.
10. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the board of directors.
11. DUES AND ASSESSMENTS. The board of directors may determine from time to time the amount of annual dues and assessments payable to the Association by members. The board of directors shall cause to be prepared an annual budget which shall be distributed to the members on or before twenty-one (21) days of the date of the annual meeting. Members shall pay dues and assessments based upon said annual budget in monthly increments of one-twelfth of their prorated share thereof. The annual budget shall contain a reconciliation of the preceding year's actual expenses with the budgets and credits or charges to balance any surplus or short fall shown thereby. The board may establish reasonable operating reserves as a part of the budget process.
12. SEAL. The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect or change the construction thereof, and the use of the corporate seal is not mandatory.
13. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provision of the articles of incorporation or the By-Laws of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

#### 14. INDEMNIFICATION OF MEMBERS, DIRECTORS, OFFICERS AND EMPLOYEES

- a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a member, director or an officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not for Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such member, director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Article shall be deemed to be a contract between the corporation and each member, director and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not for Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts.
- b) The corporation may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was an employee or agent of the corporation, or is or was serving at the request of the corporation, as a member, director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fee), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the extent and in the manner set forth in and permitted by the Illinois General Not-for-Profit Corporation Act and other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.
- c) AMENDMENTS. The power to alter, amend or repeal the By-Laws or adopt new By-Laws shall be vested in the board of directors unless otherwise provides in the articles of incorporation or the By-Laws. Such action may be taken at a regular or special meeting for which notice of the purpose shall be given. The By-Laws may contain any provision for the regulation and management of the affairs of the corporation not inconsistent with law or articles of incorporation.

## ARTICLE IV

### GENERAL RESTRICTIONS

The following restrictions shall apply to Lots 1 through 169 as shown on the Plat of Nettle Creek Country Club Estates:

1. DWELLING TYPES AND USES.
  - a) Single Family Occupancy. Only one (1) residential building shall be erected or allowed to exist upon any lot within said subdivision upon which a single family dwelling can be built and said residential building shall be used or occupied only as a single family dwelling, exclusively for single family, private residence purposes.
  - b) The term single-family detached dwelling shall have the same meaning as set forth in the Zoning Ordinance of Grundy County of 1969, as amended at the date of recording of these covenants. No type of dwelling not specifically set forth herein shall be permitted.
  - c) No Business. No trade, commercial or business practice or activity of any kind or nature whatsoever shall be conducted, operated, maintained or permitted upon Lots 1 through 169 as depicted on the Plat or from any structure on Lots 1 through 169, as depicted on the Plat.
2. TWO-CAR GARAGE REQUIRED. As appurtenant to the residential building permitted by paragraph 1 hereof and to be used exclusively in connection with such residential building, a private garage of not less than 22 feet deep by 21 feet wide shall be constructed or erected, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway. Such garage shall not be used at any time as a residence. Such garage shall conform to the architectural design of the residence, shall be constructed of the same or similar building materials as the residence, and shall evidence the same quality of construction, appearance and relative proportions as the residence to which it is attached.
3. BUILDING HEIGHT. No dwelling shall be erected, altered, or placed, which is more than two and one-half (2 ½) stories or thirty-five (35) feet in height.
4. DWELLING, QUALITY AND SIZE. It is the intention and purpose of these Covenants that all dwellings shall be of quality design, workmanship and materials. All dwellings are to be built of brick on the first floor, with no aluminum or vinyl siding. All dwellings will have at least an attached two car garage. All roofs shall be Architectural Design (Hallmark Shingles or equivalent) or Cedar Shakes. All residences shall have a 9" x 16" (approximate dimension) address stone on the front of the dwelling. All dwellings shall be constructed in accordance with applicable governmental building codes. The finished

floor area of the dwelling, exclusive of basements, attached garages, open terraces and breezeways, shall be as follows:

a) Single-family detached size restrictions: <sup>(NOTE 1)</sup>

- i) A one-story residence shall contain at least one thousand nine hundred fifty (1,950) square feet of living area;
- ii) A one and one-half story residence shall contain at least two thousand one hundred (2,100) square feet of total living area (for all purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second story above the first floor, which second floor is smaller in living area than the first floor, but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level);
- iii) A two-story residence shall contain at least one thousand one hundred (1,100) square feet of living area on the first floor, with a minimum of 2,200 total square feet of living area.
- iv) A multi-level, split-level, bi-level, tri-level or staggered level residence must contain at least two thousand two hundred (2,200) square feet of living area.

5. LOCATION ON LOT. No building shall be located on a lot nearer to the front lot line than the greater of: (1) sixty (60') feet; or (2) the applicable governmental regulations. No building shall be located nearer to the rear lot line than eighty (80') feet. Each single-family detached dwelling shall have a side yard of at least fifteen (15') feet. Residences on lots 35, 56, 72, 73, 96 and 148 shall front on Nettle Creek Drive.
- ~~6. DRIVEWAYS. Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material with a blacktop or concrete surface. The owner of each dwelling unit shall be responsible for all access driveways up to the road pavement. Lots 167 and 168 shall share one access driveway onto Stockdale Road to be located within fifteen (15') feet on either side of the common lot line. The access driveway onto Stockdale Road for Lot 169 shall be located on the east one-half of said lot.~~
6. DRIVEWAYS. <sup>(NOTE 2)</sup> Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material with a blacktop or concrete surface. The owner of each dwelling unit shall be responsible for all access driveways up to the road pavement. The access driveway onto Stockdale Road for Lot 169 shall be located on the east one-half of said lot.
7. EASEMENTS. Any easement that may hereinafter be reserved by the Declarant in connection with a deed or conveyance shall be deemed to be reserved to the Declarant, their successors or assigns.

8. NUISANCES AND LIVESTOCK.

- a) No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood;
- b) No livestock, bees or poultry shall be kept or maintained in connection with any residence;
- c) No burning of refuse shall be permitted outside the dwelling except that the burning of leaves is permitted if allowed by appropriate governmental regulations;
- d) The use of any driveway or parking area which may be in front or adjacent to, or part of, any dwelling as a habitual parking place for camper, trailers, mobile homes, motor boats, houseboats, motor homes or commercial vehicles is prohibited.
- e) Campers, commercial vehicles, trailers, motor homes, houseboats and motor boats may be maintained if housed completely within a structure. No roadway shall be used for the habitual parking of private or commercial vehicles, boats or trailers.

9. PLANT DISEASES OR NOXIOUS INSECTS. No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

10. TEMPORARY STRUCTURES.

- a) No trailer, basement or an uncompleted building, tent, shack, garage, barn, motorized home, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent.
- b) Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling and each such buildings or structures shall be removed upon completion of construction.

11. UNDERGROUND WIRING. No lines or wires for communication or the transmission of electrical current or power shall be constructed, placed or permitted to be placed anywhere in Declarant's subdivision other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

12. MAINTENANCE OF ROAD PARKWAYS. Each owner of a single-family detached dwelling shall maintain the lawn or other landscaping existing between the front lot line of each lot and the improved portion of the roadway or the street.

13. DUMPING AND/OR RELATED NUISANCES. The discharge or dumping of any harmful chemicals, paper, boxes, metal wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party depositing or causing same to be deposited thereon.

14. SIDEWALKS. Each owner shall install a sidewalk five (5') feet in width across the front of each lot where shown on the Plat of Subdivision prior to occupying the residence on

the lot. In the event an owner shall not construct a residence within four (4) years from the date of purchase of a lot, the sidewalk required by this paragraph shall be installed not later than the fourth anniversary of the lot purchase, or if requested by Grundy County at a sooner date. In the event the owner fails to install a sidewalk as required herein, the Declarant, Nettle Creek Development Corporation or the Nettle Creek country Club Estates Homeowners Association, their successors or assigns, may cause said sidewalk to be constructed upon any lot or portion thereof. All expenses thus incurred shall operate as a lien upon the lot or portion thereof upon recording same with the Grundy County Recorder. Said lien shall accrue interest at a rate of 9% simple interest per annum.

15. OPEN LANDSCAPE AREA EASEMENT. No lot owner shall construct any fence, outbuildings, vehicle storage (including but not limited to automobiles, trucks, motor homes, trailers, boats and snowmobiles), swing sets, pavements, sculpture or other obstructions within the Open Landscape Area, being the rear thirty (30') feet of each lot. This prohibition shall not prevent the lot owner from planting trees, shrubs or maintaining a garden within the Open Landscape Area. An easement is hereby granted to all users of the public golf course located adjacent to the lots for users of the golf course to enter upon the Open Landscape Area by foot to retrieve golf balls.
16. BUILDING PLANS. The plan of any dwelling, building, fence or landscaping scheme to be erected upon any lot shall be first submitted to the Architectural Committee, hereinafter referred to as the Committee. The plan so submitted shall include sufficient drawings, specifications, exterior elevations, locations, fences, and the like. The Architectural Committee shall have authority to approve or disapprove any such plans. Any disapproval must be made within thirty (30) days after the plan has been submitted and such disapproval shall be in writing, delivered or mailed to the owner of the lot or builder who contemplated the erection of the improvement. Failure to give such notice within said 30 days shall constitute presumed approval.

The Committee shall have the unrestricted right of disapprove any plan if:

- a) The construction plans are not in accord with the provisions of this Declaration;
- b) If the design or color scheme is not in harmony with the adjacent buildings;
- c) If the plans are incomplete;
- d) If the Committee deems the plan is contrary to the spirit of the conditions and restrictions of this Declaration or contrary to the welfare of the adjacent property owners;
- e) If the Committee, within its unlimited discretion deems the plans are not of such a design or character as the Committee deems proper and desirable for the particular area.

The Committee may approve a design or plans that do not meet with the letter of any restriction provided for herein, provided the Committee concludes in its sole discretion that the



plans or designs are in general harmony with the character of the development and adjacent buildings, is not contrary to the general welfare of adjacent property owners, and is proper and desirable for the particular area.

The decisions of the Committee shall be final. Neither the undersigned nor any architect nor any agent of the undersigned nor any member of the Committee shall be responsible for any defects in any plan even though approved, nor for any structural or other defects in any work done according to any plan even though approved.

The three (3) members of the Architectural committee shall be appointed by the Developer, Nettle Creek Development Corp., and their names shall be kept on file and shall be available at all times at the Grundy County National Bank, Trust Department, Morris, Illinois.

After ten (10) years from date, the Architectural Committee may cease to act if all lots are built upon; provided, however, after said 10 years, the majority of the lot owners may continue the authority of the Architectural Committee and appoint members thereof.<sup>(NOTE 3)</sup> Such declaration of extension and appointment shall be in writing and signed by a majority of the lot owners, and filed with the land records for Grundy County, Illinois. During the first 10 years, the undersigned shall appoint the members<sup>(NOTE 1)</sup>.

It is declared that the purpose and function of the Architectural Committee is to oversee the planning of the development of the subdivision in a manner which is most attractive to all the owners of the lots and that by doing do, property values may be maintained at a higher level. The Committee shall not act arbitrarily but shall act in the best interests of the entire subdivision area.

A majority of the Architectural Committee may designate in writing one (1) member to act for it as its representative.

17. FENCES. No fences shall be erected on any lot, except around swimming pools as required by local or state law. However, decorative hedges not more than six (6') feet in height are permitted, except within the Open Landscape Area, being the rear thirty (30') feet of each lot, and except on any lot or portion thereof of Lots 104 through 140 on which a townhouse building is constructed. No fence, wall, barrier or structure of any type or material may be erected within fifty (50') feet of Lots 170 171 and 172 without approval of the Architectural Committee.
18. FOUNDATION ELEVATION. Each dwelling shall be constructed so that the top of the support for the first floor construction shall be at the elevation as approved by the Architectural Committee. No dwelling shall be constructed without first obtaining the Architectural Committee's and Developer's Engineer approval as to the elevation of the top of the support for the first floor construction.
19. UTILITY EASEMENTS. Each lot in the subdivision on which there appears an indication of a public utility easement is subject to a permanent easement hereby reserved of the width shown for the use of public utilities which will include the installation of

pipes, mains, tiles, conduits, cables, lines, and other appurtenances to provide the lots in the subdivision with electrical services, water, sewer services, cable television and telephone services and gas services.

The easement is specifically reserved for the use of Commonwealth Edison Company, Illinois Bell Telephone Company, Northern Illinois Gas Company, Erienna Township, Grundy County, Illinois, Metro Utility Co. and such cable television company as may provide services to the subdivision, and their successors and assigns to install, lay, construct, renew, operate, and maintain pipes, mains, tiles, conduits, manholes, cables, underneath and above ground, with all necessary appurtenances for the furnishing of electric, telephone, gas, sewer, water service, and cable television service, together with the right of all persons working for or directed by said firm and municipality to enter upon the premises at all times to so install and maintain said items.

No permanent building or tree shall be placed on said public utility easement but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of the easement for the public utility purposes.

20. STREET PARKING. No vehicles shall be parked, or left unattended, on any street in the subdivision.
21. PERMITTED SIGNS. Any owner of a lot may indicate that the lot and residence thereon is for sale or for rent by posting a sign at the front property line not larger than three (3') feet by two (2') feet in size. No other signs, banners or other manner of advertisement shall be permitted. This provision shall not apply to any sign or banner which builders may erect identifying or advertising the subdivision or any model homes which may be deemed necessary by the builders for the operation and sale of the property in the subdivision. Said signs or banners shall be no larger than 4 feet by 4 feet and are subject to the approval of the Architectural Review Committee.
22. LAWN AND LANDSCAPING. Within ninety (90) days after a residence is occupied, or such additional time as the developer may allow because of the season of the year, but in no event later than June 15 following occupancy, the owner shall complete the landscaping of the residence, including the planting of a lawn, shrubs or other greenery as shown on the approved architectural renderings or drawings previously submitted. The owner shall also plant two (2) trees within the parkway adjacent to the lot and two (2) trees within twenty-five (25') feet of the rear lot line, which should be one of the following types: Soft Maple, Hackberry, Ash, American Linden or Honey Locust, said trees being a minimum 2" caliper diameter.
23. TIME TO COMPLETE CONSTRUCTION. The construction or alteration of any building on any lot shall be prosecuted diligently from commencement to completion thereof. Unless otherwise authorized in writing by the developer, every residence being constructed, altered or remodeled in the subdivision shall be completed within eight (8) months after the date of issuance of the building permit.

24. WEED CUTTING AND CLEAN UP. Every lot shall at all times be kept in a clean and slightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any lot, except during the period of construction. The owner of each lot shall be responsible for cutting and removal of weeds each year so as to conform with the requirements, ordinances and regulations of Grundy County. In any event, weeds or grasses shall not be permitted to grow greater than 12" in height.
25. MAINTENANCE OF CULVERTS AND DITCHES. Each lot owner shall be solely responsible for installing, maintaining, replacing and repairing any and all ditches and culverts necessary in order to connect each lot to the roads within the subdivision. Erienna Township shall incur no expense whatsoever for the installation, maintenance, replacement or repair of said culverts. Culverts shall be 15" minimum diameter corrugated pipe or concrete. The installation, maintenance and replacement of all culverts with the road right-of-way are subject to the jurisdiction of the Erienna Highway Road Commissioner.
26. ~~SCHOOL SITE DONATION PAYMENTS. All lots within the subdivision are subject to the Grundy County School Site Ordinance, under which a school site donation payment in the amount of \$330.00 is payable by each lot owner to Grundy County, Illinois, at the time of the issuance of a building permit by the Grundy County Building and Zoning Office. In addition to the donation required by the Grundy County School Site Ordinance, each lot owner shall pay to Nettle Creek Community Consolidated District 24-C the sum of \$320.00 as provided by the Agreement of April 9, 1990 identified herein, and/or such other amount as shall be agreed upon by Developer/Declarant and said School District prior to transfer of a lot to the owner. The \$320.00 payment (or other payment) shall be made directly to the School District and a receipt therefore is a necessary prerequisite for the issuance of a building permit by the Grundy County Building & Zoning Office.~~

~~Declarant agrees to make all payments due Nettle Creek Community Consolidated School District No. 24-C pursuant to a certain Agreement dated April 9, 1990 between Declarant and said School District as provided for in Paragraph 4 of that Agreement, a memorandum of which Agreement has been duly recorded with the Grundy County Recorder of Deeds.~~

26. SCHOOL SITE DONATION PAYMENTS.<sup>(NOTE 4)</sup> All lots within the subdivision are subject to the Grundy County School Site Ordinance, under which a school site donation payment in the amount of \$330.00 is payable by each lot owner to Grundy County, Illinois, at the time of the issuance of a building permit by the Grundy County Building and Zoning Office. In addition to the donation required by the Grundy County School Site Ordinance as state above, each lot owner shall pay at the time of issuance of building permit by the Grundy County Building & Zoning Office, the sum of \$330.00, representing the "Homeowner-Sewer

and Water Tap-On Fee”, and the sum of \$320.00, representing the “Homeowner-School Contribution Fee” as provided by the Agreement of April 9, 1990 identified herein.

Declarant agrees to make all payments identified as “Developer-School Contribution” due Nettle Creek Community Consolidated School District No. 24-C pursuant to a certain Agreement dated April 9, 1990 between Declarant and said School District as provided for in Paragraph 4 (a) of that Agreement, a memorandum of which Agreement has been duly recorded with the Grundy County Recorder of Deeds.

27. TOWNSHIP PAYMENTS. Declarant agrees to make all payments due Town of Erienna and Township of Erienna Road District pursuant to a certain Agreement dated April 10, 1990 between Declarant and said Town and Road District as provided for in Paragraph 2 of that Agreement, and a memorandum of which Agreement has been duly recorded with the Grundy County Recorder of Deeds.

28. SWIMMING POOLS. Above ground swimming pools are prohibited.

29. DESTRUCTION OF BUILDING. In the event any building or structure is destroyed either wholly or partially by fire or any other casualty, said building or structure shall be promptly rebuilt, repaired or remodeled, all remaining portions of the building or structure, including the foundations and all debris shall, within sixty (60) days from the date of such fire or other casualty, be removed from the property and any excavation remaining shall be promptly filled with dirt, stone or the suitable nonorganic fill material approved by the Architectural Committee.

30. TANKS AND OUTSIDE AIR CONDITIONING UNITS. No elevated tanks of any kind shall be erected, placed or permitted to exist in the Subdivision. Tanks for the storage of gas or oil, whether above or below ground, are prohibited in the Subdivision. All air conditioning condensing units or other refrigeration, cooling or heating apparatus which are to be placed outside of a residence shall be located only in the side or rear yards of any residence constructed in the Subdivision, and no such unit or apparatus shall be located in any front yard of any residence in the Subdivision.

31. C.B. AND HAM RADIO ANTENNAS PROHIBITED. No antennas used for c.b.’s or ham radio operations shall be permitted or installed on any lots within this Subdivision.

32. RESTRICTIONS RE T.V. ANTENNAS. No T.V. antennas shall be constructed without prior approval of the Architectural Committee.

33. T.V. SATELLITE DISHES. No T.V. satellite dish or antenna shall be installed or located in the Subdivision without written approval as to size and location by the Architectural Committee, which reserves the right to prohibit same if cable T.V. is or will become available.

34. PETS. Household pets are permitted, provided they are kept, maintained and housed inside the residence. Pets may not be kenneled, kept or maintained on any of the lots.

No more than two (2) dogs or cats over the age of six (6) months shall be permitted on any lot.

35. OUTBUILDINGS PROHIBITED. Storage sheds and any other outbuilding are prohibited upon the property.
36. NO OUTSIDE STORAGE. There shall be no outside storage of garbage containers, trash, refuse, vehicles, watercraft or firewood on any residential lot. Garbage containers may not be placed outside a dwelling or garage on such lot for a period of greater than 24 hours.
37. ADDITIONAL RESIDENTIAL REAR LOT EASEMENT FOR UTILITIES, DRAINAGE AND GOLF COURSE IMPROVEMENTS. The Plat of Subdivisions for Nettle Creek Country Club Estates displays a “Typical Easement Building Setback Detail” establishing a ten (10) foot utility and drainage easement at the rear of, but within the boundaries of, each residential lot (Lots 1 through 169, inclusive). Said easement is hereby expanded by an additional five (5) feet, to a total of fifteen (15) feet at the rear of, but within the boundaries of Lots 1 through 169, inclusive. Further, the use of such fifteen (15) foot easement shall be modified to include utility and drainage uses, and also for golf course improvements such as tee box or green slopes and grades, for the benefit of the owners of Lots 170, 171 and 172.
38. NOTICE OF AGRICULTURAL USE. Lot owners are advised that at the time of the execution of these covenants land adjoining the subdivision development was zoned for agricultural use by the County of Grundy. Said use includes, but may not be limited to, crop production and livestock husbandry.

## ARTICLE V

### GOLF COURSE LOT RESTRICTIONS AND EASEMENTS

The Owners of Outlot A and Golf Course Lots 170, 171 and 172, or any of them, are restricted as follows:

1. FENCES. No fences, hedge or other border shall be erected on Golf Course Lots 170, 171 and 172 and Outlot A within one hundred (100) feet of any lot line of Lots 1 through 169 as shown on the Plat.
2. STORM WATER MANAGEMENT EASEMENTS. There are granted by the Plat of Nettle Creek Country Club Estates Subdivision certain Storm Water Management Easements on, upon and under Lots 170, 171 and 172. The owner of Lots 170, 171 and 172 shall be responsible for maintaining, repairing and renewal of said Storm Water Management Easements after construction of all necessary improvements by Developer and shall not destroy or modify the grades and slopes within the easement area in a

manner which interferes with the natural drainage upon and off such lots, and shall maintain such easements in a manner reasonably necessary to provide adequate storm water drainage, retention, detention and free flow of storm water through the storm water management facilities constructed upon the property.

3. OPEN SPACE GOLF COURSE USE. For a period of fifteen (15) years from the date hereof, the use of the lots identified in this Article shall be restricted to open space or those uses associated with the maintenance and operation of a golf course, including but not limited to the golf course itself, golf course clubhouse, and associated bar, restaurant or banquet facility, and any other golf course or golf course related use.
4. MAINTAIN DRAINAGE STRUCTURES. The owners of Lot 170, 171 and 172 shall be and are responsible for maintenance, repair and renewal of all storm water drainage improvements or structures located or constructed upon said lots, including but not limited to storm water retention or detention basins or ponds, creeks, streams, tiles, pipes and other conduits and their appurtenances so as to maintain adequate storm water drainage, retention, detention and free flow of storm water through the storm water management facilities as constructed upon said lots for the benefit of the entire Property subject to these declarations.
5. INGRESS AND EGRESS EASEMENT OVER WEST THIRTY (30) FEET OF OUTLOT B. Page 2 of the Plat of Subdivision for Nettle Creek Country Club Estates depicts a thirty (30) foot easement for ingress and egress over and upon the west thirty (30) feet of Outlot B. Said easement is for the sole benefit of the owner of Lot 171.

## ARTICLE VI

### GENERAL PROVISIONS

1. All Covenants and other provisions herein set forth (except for the payments due pursuant to ARTICLE IV, paragraphs 26 and 27) shall be subject to, and subordinate to, all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in Declarant's subdivision, and none of said Covenants or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all Covenants and other provisions of this Declaration.

2. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.
3. No recorded lot or lots can be divided, changed or resubdivided unless approved, in writing, by Declarant.
4. The record title holder and/or beneficiaries of any land trust shall be bound by and shall comply with the terms of this Declaration. A failure by an owner and/or beneficiary to comply with the terms of this Declaration shall constitute a default. If a default occurs, the Declarant and/or any lot owner of record shall have the right to recover damages at law, to procure injunctive relief, or to avail themselves of any other rights or remedies permitted by law or equity. In any proceedings commenced by the Declarant or a lot owner arising out of an alleged default by a lot owner or their agent, the prevailing party, shall be entitled to recover all expenses of the proceedings, including reasonable attorney's fees; it being intended that the operation of this provision will result in a comprehensive recovery of all costs and expenses to the prevailing party including all appeals beyond the Circuit Court level. Provided, however, that the Nettle Creek Consolidated School District #24-C, the Town of Erienna, and the Township of Erienna Road District, their heirs, successors and assigns, shall not recover attorney's fees in any suit premised upon any contract with the Developer, Declarant, Nettle Creek Development Corp., their successors and assigns, unless provided by the contract itself. However, Nettle Creek Consolidated School District 24-C and Town of Erienna, and Town of Erienna Road District, shall be entitled to attorney's fees to enforce the obligation of the Homeowners Association as set forth in Article III B 2.c).
5. These Restrictions shall run with the land and be binding upon all parties and persons owning or having any interest in any of said real estate. They may be enforced by the Nettle Creek Country Club Estates Homeowners Association and by any owner or any other person having an interest in any other lot and in case of any violation, any such person aggrieved may apply to any court of law or equity for injunctive relief or for damages for such violation. No delay in the exercise of any remedy shall be considered a waiver.

The restrictions on the use of the premises shall continue in full force and effect until November 15, 2004, and then shall be automatically renewed for successive periods of ten (10) years.

6. The Nettle Creek Consolidated School District 24-C, the Town of Erienna, the Township of Erienna Road District, and any other governmental entity having an ownership interest in Governmental Outlot C in the subdivision shall have standing in any court of competent jurisdiction to enforce each and every part and portion of the Covenants set

forth in this Declaration. Said governmental entities are exempt from any fees, charges or assessments created or levied herein.

7. Exculpation of Trustee. This instrument is executed by the undersigned, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the undersigned are taken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by the undersigned, either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing instrument, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.
8. Amendment. Declarant reserves the right to amend, delete, revise or otherwise alter any portion of this declaration; however, that right is subject to approval by Nettle Creek Country Club Estates Limited Partnership.

IN WITNESS WHEREOF, GRUNDY COUNTY NATIONAL BANK, N.A., Morris, Illinois, as Trustee, has caused this instrument to be signed by its Vice President and attested by its asst cashier, and has caused its corporate seal to be attached hereto as and for the act and deed of said corporation, as Trustee,, as of the 13<sup>th</sup> day of April, A.D. 1994. In so executing this instrument, Grundy County National Bank, Morris, Illinois, acts solely as Trustee and not personally.

Grundy County National Bank, N.A.,  
Morris, Illinois, as Trustee under  
and by virtue of a Trust Agreement  
dated November 23, 1992 and known  
as Trust No. 1242, and not  
individually.

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NOTE 1: The Fourth Amendment (File Doc. #476455) to the Covenants dated February 7, 2007, filed April 12, 2007, amends Article IV, Paragraph 4, subsections I, II, & III single family detached size restrictions to increase the minimum square footage required. It also restated Article IV, Paragraph 16, as "The architectural committee shall consist of three of the members of the Board of Directors."  
The Fourth Amendment is deemed invalid. It was not made by Declarant nor approved by the Nettle Creek Country Club Estates Limited Partnership as required by Article VI, paragraph 8.



NOTE 2: The Third Amendment (File Doc. #376289) to the Covenants dated September 9, 1999, filed September 14, 1999, states Article IV Paragraph 6, is amended.

NOTE 3: The Declaration of Extension of the Architectural Committee (Doc. #579405) filed August 20, 2018, extends the Architectural Committee and agrees the members of such committee shall be three of the members of the Board of Directors.

NOTE 4: The First Amendment to the Covenants (Doc. #333812) dated July 20, 1994, filed July 22, 1994, states Article IV, Paragraph 26, is amended.

NOTE 5: A document search did not reveal any filing of Amendment 2.