

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS**

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This Document Prepared by and
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**THIRD AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS**

1. AMENDMENT

1.1 The Developer, Schieler Properties, an Illinois general partnership, pursuant to the authority reserved to the Developer in Paragraph 4.3 of the Declaration of Covenants and Restrictions of the Lakes at Oak Valley Subdivision to the Village of Goodfield, Illinois, dated August 10, 2001, and recorded in the Office of the Tazewell County Recorder on August 16, 2001 as Document No. 2001-47998, hereby makes the following amendments to said Declaration of Covenants and Restrictions of the Lakes at Oak Valley Subdivision to the Village of Goodfield, Illinois (hereinafter "Covenants"):

1.1.1 Paragraph 5.2 of the Covenants is hereby amended and said paragraph shall now read,

"No residence shall be erected upon any lot in the Subdivision, including those lots owned by the Developer or its successor in interest, unless the design, size, structure, location and preliminary landscape design thereof have been approved in advance in writing by the Architectural Design Committee established by the Lakes at Oak Valley Homeowners Association in conjunction with the Developer, Schieler Properties, for as long as said developer still has one or more lots for sale in the subdivision. The Architectural Design Committee shall be comprised of one person appointed by the Developer, Schieler Properties, and two other persons appointed by mutual agreement between Schieler

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Properties and the Board of Directors of the Lakes at Oak Valley Homeowners Association. The Architectural Design Committee shall have the right to approve or reject any plan, and that decision shall be final. Once a residence has been constructed any changes to the exterior cladding or roofing of the residence must be approved in advance in writing by the Architectural Design Committee. The Architectural Design Committee shall have the right to approve or reject any such changes and that decision shall be final. After the Developer has sold all of the lots in the subdivision, the Architectural Design Committee will be established by the Lakes at Oak Valley Homeowners Association.”

1.1.2 Paragraph 6.3 of the Covenants is hereby amended and said paragraph shall now read,

“No residence or garage shall exceed two stories in height. Each single story residence shall have at least 1,850 sq. ft. of living area, exclusive of basement and garage. Each multi-story residence shall have at least 2,200 sq. ft. of living area, exclusive of basement and garage. Each structure shall have an attached garage with two or more bays with the HOA recommending a minimum of three.”

1.1.3 Paragraph 6.4 of the Covenants is hereby amended and said paragraph shall now read,

“At least one half of the front of each residence shall be finished in brick, stone or EIFS (exterior insulated finishing system). On corner lots, one half of each elevation facing any street shall be finished in brick, stone or EIFS. All roofing shall be cedar shakes or asphalt simulated shakes. Copper accent metal roof structures are an acceptable exception to this requirement.”

1.1.4 Paragraph 6.18 of the Covenants is hereby amended and said paragraph shall now read,

“New building materials shall be used to construct all structures on the subdivision lots. However pre-cut and/or preassembled components may be used.”

1.1.5 Paragraph 8.2 of the Covenants is hereby amended and said paragraph shall now read,

“It shall be the responsibility of each lot owner to mow weeds on vacant lots or in accordance with the requirements of the Municipal Code of the Village of Goodfield, Illinois.”

1.1.6 Paragraph 8.3 of the Covenants is hereby amended and said paragraph shall now read,

“It shall be the responsibility of each lot owner to cut and trim the lawn on his lot to promote and maintain a neat and attractive appearance.”

1.1.7 Paragraph 8.4 of the Covenants is hereby amended and said paragraph shall now read,

“If the owner of any lot fails to mow weeds on vacant lots as set forth in Paragraph 8.2 above, or fails to maintain and trim his lawn, as set forth in paragraph 8.3 above then the Homeowners Association shall have the right to mow the weeds or trim the lawns, as

appropriate, and the expense of that activity by the Homeowners Association will be borne by the lot owner, and the lot owner will be responsible to reimburse the Homeowners Association for all costs, including court costs and reasonable attorney's fees, required to recover the amounts due from the owner of the lot."

1.1.8 Paragraph 10.1 of the Covenants is hereby amended and said paragraph shall now read,

"The Homeowners Association and the owner or owners of any one or more lots in the Subdivision are hereby granted a private right of action to enforce these covenants, either to prevent a threatened or ongoing violation of the covenants, or to recover damages which result from any existing or threatened violation. In the event that the Homeowners Association brings any action to enforce these covenants, the Homeowners Association shall be entitled to recover its costs, including reasonable attorney's fees, incurred in enforcing these covenants, whether incurred prior to or during litigation."

1.1.9 Paragraph 5.1 of the Covenants is hereby deleted in its entirety.

In all other respects, the Declaration of Covenants and Restrictions dated August 10, 2001, remains in full force and effect.

This Amendment dated this 1 day of July, 2013.

Schieler Properties, an Illinois
general partnership, Developer

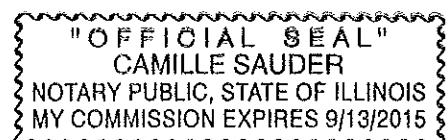
By: Ted S. Schieler
Ted S. Schieler
Its Managing Partner

STATE OF ILLINOIS)
)ss
COUNTY OF WOODFORD)

The undersigned, a notary public, in and for said County in the State aforesaid, hereby certifies, that Ted S. Schieler, personally known to me to be the Managing Partner of Schieler Properties, an Illinois general partnership, appeared before me this day in persona and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1 day of July, 2013.

Camille Sauder
Notary Public



<u>Lot</u>	<u>Tax I.D. No.</u>
1	07-07-24-203-001
2	07-07-24-203-022
3	07-07-24-203-022
4	07-07-24-203-022
5	07-07-24-203-005
6	07-07-24-203-006
7	07-07-24-203-007
8	07-07-24-203-008
9	07-07-24-203-009
10	07-07-24-203-010
11	07-07-24-203-011
12	07-07-24-203-012
13	07-07-24-203-013
14	07-07-24-203-014
15	07-07-24-203-015
16	07-07-24-203-016
17	07-07-24-203-017
18	07-07-24-203-018
19	07-07-24-203-019
20	07-07-24-203-020
21	07-07-24-203-021
22	07-07-24-206-001
23	07-07-24-206-002
24	07-07-24-206-003
25	07-07-24-206-004
26	07-07-24-206-005
27	07-07-24-206-006
28	07-07-24-206-007
29	07-07-24-206-008
30	07-07-24-206-009
31	07-07-24-206-010
32	07-07-24-205-024
33	07-07-24-205-023
34	07-07-24-205-022
35	07-07-24-205-021
36	07-07-24-205-020
37	07-07-24-205-019
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39	07-07-24-205-017
40	07-07-24-205-016
41	07-07-24-205-025
42	07-07-24-205-025
43	07-07-24-205-025
44	07-07-24-205-025

45	07-07-24-205-011
45A	07-07-24-205-010
46	07-07-24-205-001
47	07-07-24-205-002
48	07-07-24-205-003
49	07-07-24-205-004
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64	07-07-24-204-005
65	07-07-24-204-004
66	07-07-24-204-003
67	07-07-24-204-002
67A	07-07-24-204-001