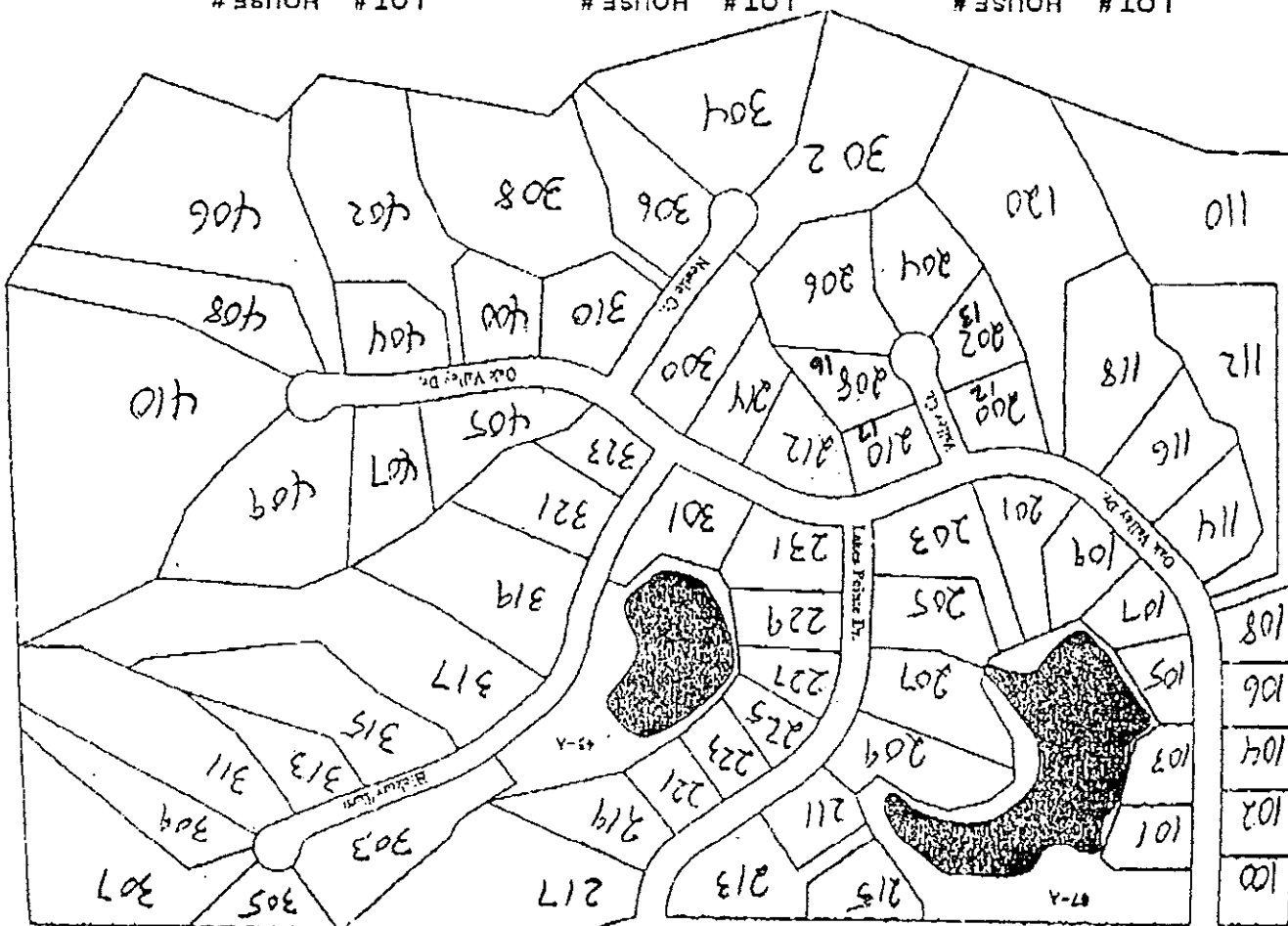


The Lakes at Oak Valley House Numbers



LOT #	HOUSE #	LOT #	HOUSE #	LOT #	HOUSE #
1	100	22	304	47	231
2	102	23	306	48	229
3	104	24	308	49	227
4	106	25	310	50	225
5	108	26	400	51	223
6	110	27	402	52	221
7	112	28	404	53	219
8	114	29	406	54	217
9	116	30	408	55	215
10	118	31	410	56	213
11	120	32	409	57	211
12	200	33	407	59	209
13	202	34	405	59	207
14	204	35	323	60	205
15	206	36	321	61	203
16	208	37	319	62	201
17	210	38	317	63	109
18	212	39	315	64	107
19	214	40	313	65	105
20	300	41	311	66	103
21	302	42	309	67	101
		43	307		
		44	305		
		45	303		
		46	301		

DECLARATION OF COVENANTS
AND RESTRICTIONS

This Document Prepared by and
Return recorded Document to:

Gregory C. Knapp
Attorney
1952 S. Main Street
Eureka, IL 61530
(309) 467-3844

DECLARATION OF COVENANTS AND RESTRICTIONS OF THE LAKES AT
OAK VALLEY SUBDIVISION TO THE VILLAGE OF GOODFIELD, ILLINOIS

I. DECLARATION

1.1 The undersigned, being the Owner, Subdivider and Developer of The Lakes at Oak Valley Subdivision, to the Village of Goodfield, Tazewell and Woodford Counties, State of Illinois, which was laid out into lots and a plat of the Subdivision having been recorded in the Office of the Recorder of Tazewell County, Illinois, in Plat Book TT, Page 91, as Document Number 45320, on the 20th day of July, 2001, declares and imposes the following covenants, restrictions, conditions, reservations, and agreements upon the Subdivision and the lots therein, and these covenants shall become a part of the plat and shall govern the uses and purposes to which any of the lots or common areas in the Subdivision shall be put.

DECL REST

200100047998
Filed for Record in
Tazewell County, IL
ROBERT LUTZ
08-16-2001 At 08:26 AM

24.00

2. DEFINITIONS

2.1 The following terms, as used in this instrument, unless the context otherwise requires, shall have the following meanings ascribed to them:

2.1.1 "covenants" means the covenants and restrictions contained in this Declaration of Covenants and Restrictions of The Lakes at Oak Valley Subdivision to the Village of Goodfield, Illinois.

2.1.2 "Developer" means Schiele Properties, an Illinois general partnership.

2.1.3 "lot" or "lots" means the lots, or any of them, as shown on the plat of the Subdivision.

2.1.4 "owner" means any person or entity who owns the legal or equitable title to any lot or lots in the Subdivision.

2.1.5 "plat" means the plat of subdivision of The Lakes at Oak Valley Subdivision to the Village of Goodfield, Illinois, as recorded in the Office of the Recorder of Tazewell County, Illinois.

2.1.6 "Subdivision" means The Lakes at Oak Valley Subdivision to the Village of Goodfield, Illinois.

2.1.7 "Village" means Village of Goodfield, Illinois.

3. APPLICATION OF COVENANTS AND RESTRICTIONS

3.1 These covenants relate to the entire Subdivision and all lots therein and are intended to provide a uniform plan for the improvement and development of the entire Subdivision. The covenants run with the land and are binding upon the heirs, assigns, devisees, and legal representatives of the present and subsequent owners of any one or more lots in the Subdivision and are for the benefit of any person or persons who may now or hereafter hold title to any one or more lots in the Subdivision.

3.2 All of the materials, information, and restrictions as shown on the plat of the Subdivision, whether textually or graphically shown thereon, including but not limited to, boundaries, designation of uses of lots and common areas, dedicated streets and ways, descriptions, easements, setbacks, utilities, locations, and legends, are fully incorporated herein by reference, and made a part hereof.

3.3 All covenants herein, or as amended, shall at all times be construed to be consistent with any applicable provisions of the Municipal Code of the Village of Goodfield, Illinois, and in case of any conflict between these covenants and the Municipal Code of the Village of Goodfield, the Municipal Code of the Village of Goodfield, the Village of Goodfield shall control.

4. DURATION AND AMENDMENT

4.1 The covenants contained herein shall be valid and binding and continue in force until January 1, 2020, provided, however, that on or after January 1, 2001, the covenants, or any of them may be amended or revoked as set forth in paragraph 4.3, below.

4.2 Upon January 1, 2020, and thereafter, these covenants shall be automatically extended for successive periods of ten years, unless an instrument terminating these covenants is filed with the Recorder of Tazewell County, Illinois, or unless this continuation provision is amended or revoked pursuant to 4.3, below.

4.3 These covenants may be amended or revoked with the exception of paragraphs 3.3 and 6.11 in any or all particulars by a written declaration executed by the Developer, or by a written declaration executed by the owners of a majority of the lots in the Subdivision. Such declaration shall become effective only upon being recorded in the office of the Recorder of Tazewell County, Illinois.

4.4 The Developer may transfer any or all of its rights and powers under these covenants, including, without limitation, the power to amend or revoke all or any part of these covenants, to a Homeowners Association which may be formed relative to the Subdivision, as set forth in Section 9, below, with the exception of paragraphs 3.3 and 6.11 as noted in paragraph 4.3 above.

4.5 If a Homeowners Association exists relative to the Subdivision at such time as the Developer shall have conveyed ten of the numbered lots in the Subdivision to persons or parties other than the Developer, the rights, powers, and obligations to maintain and manage the common areas and the lakes within the Subdivision shall pass to the Homeowners Association, as indicated in paragraph 9.2.1, below. If a Homeowners Association exists relative to the Subdivision at such time as the Developer shall have conveyed ninety per cent (90%) of the numbered lots in the Subdivision to persons or parties other than the Developer, the rights and powers of the Developer, including, without limitation, the power to amend or revoke these covenants, shall pass to the Homeowners Association, subject to rights which are reserved to or retained by the Developer in these covenants.

5. AMENDMENT OF PLAT/DEVELOPER APPROVAL

5.1 So long as the Developer owns any lot in the Subdivision, or until the rights and powers of the Developer have been transferred to a Homeowners Association pursuant to

paragraphs 4.4 and 4.5, above, the Developer retains the right to amend the plat of the Subdivision, or to resubdivide any portion of the Subdivision, by proper written plat or document recorded in the office of the Recorder of Tazewell County, Illinois; provided, however, that no such amendment by the Developer shall in any way alter the boundaries, setbacks, easements, or similar features on any lot in the Subdivision which is owned by an owner other than the Developer.

5.2 No residence shall be erected upon any lot in the Subdivision unless the design, size, structure and location thereof have been approved in advance in writing by the Developer, or by the Homeowners Association if the Developer's rights have been transferred to a Homeowners Association pursuant to Sections 4.4 and 4.5, above. The Developer, or its successor in interest, shall have the right to approve or reject any plan, and that decision shall be final. Notwithstanding, the restrictions contained in this paragraph 5.2, or any other paragraph of these covenants, the approval of the Homeowners Association will not be required for any residence which is constructed upon a lot or lots which are owned by the Developer, or a residence which is constructed by the Developer upon a lot or lots owned by some person or entity other than the Developer.

6. CONSTRUCTION

6.1 No structure erected in the Subdivision or any part thereof shall be used for purposes other than a private, single family residence, or the attached garage which serves the residence.

6.2 The construction of any residence and garage within the Subdivision shall be completed within the time required under the Municipal Code of the Village of Goodfield pursuant to the issuance of a building permit. A residence and garage will be deemed completed when the structure is fully enclosed, all exterior finishes are complete, landscaping is complete, and the structure is served by running water and sewer service.

6.3 No residence or garage shall exceed two stories in height. Each single story residence shall have at least 1,650 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.

6.4 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, asphalt simulated shakes, or standing seam metal roof.

6.5 No structure in the Subdivision may be built of logs or may be finished with log siding.

6.6 Any mailbox erected in the Subdivision shall be of a style approved by the Developer, or by the Homeowner's Association in the event that the Developer's rights are assigned to the Homeowner's Association pursuant to Section 4, above.

6.7 All utility and drainage easements shown on the plat of the Subdivision are reserved for utility and drainage purposes, and no structure may be constructed upon those easements. However, landscaping will be allowed upon the easements, provided that the possible disturbance or destruction of the landscaping will not give the lot owner any right to impede or disrupt the uses alterations, or improvements to the utilities located on the easements. No lot owner shall impede, obstruct, or alter the existing drainage way within the drainage easements.

6.8 No residence shall be located on any lot nearer than twenty-five (25) feet to the front lot line. Only one residence or private residence and private garage in connection therewith shall be built on any lot. Each residence shall reserve a side setback of not less than ten (10) feet from any side lot line. Each residence shall reserve a rear setback of not less than twenty-five (25) feet from the rear lot line.

6.9 No gravel driveways or approaches will be allowed on lots 11, 24, 27, 29 and 43. On all other lots in the Subdivision, a driveway of concrete, bituminous or tar and chip will extend a minimum of twenty (20) feet from each garage door, and the width of the driveway shall be sufficient to accommodate each bay of the garage.

6.10 All residences constructed in the Subdivision shall be constructed by a qualified general contractor, with the advance written approval of that general contractor by the Developer or its successor in interest. The decision of the Developer, or its successor in interest, to approve or reject a general contractor shall be final.

6.11 Each lot in the Subdivision shall be equipped with a sewage grinder pump to facilitate the use of the low pressure sanitary sewer system with the Subdivision. Each owner must, at the owner's sole cost and expense, install, maintain, repair, or replace a sewage grinder pump and all necessary appurtenances thereto as may be required from time to time by the Municipal Code of the Village of Goodfield, Illinois, in connection with the use of the low pressure sewage system within the Subdivision. All installation, maintenance, repair or replacement of such sewage grinder pump shall be done through a contractor designated by the Village of Goodfield to ensure quality installation, maintenance and compliance with Village Ordinances. The developer, and its successors in interest, reserve an easement over all lots and common areas in the Subdivision, said easement to inure to the benefit of the Village of Goodfield, for the purpose of providing to the Village, and its employees, agents, or designated contractors, access to the grinder pumps which serve the low pressure sanitary sewer, for the purposes of monitoring, maintenance, repair, or replacement of the grinder pumps and appurtenant structures or installations.

6.12 No dirt shall be removed from the Subdivision without the approval of the Developer and all excess dirt shall be distributed in the Subdivision to the lower ground where it is needed at the discretion and direction of the Developer.

6.13 No outbuildings of any type shall be constructed on any lot within the Subdivision, except on Lots 6, 7, 11, 14, 15, 21, 22, 23, 24, 27, 29, 30, 31, 32, 38, 39, 40, 41, 42, 43, 44 and 54. On the enumerated lots where outbuildings are allowed, no outbuilding shall be constructed prior to the construction of the residence on the lot. The exterior of any outbuilding must match the design of the residence on the lot with regard to roofing, siding, stone or brick exterior, and similar features. No outbuilding shall exceed six hundred (600) square feet in area, nor exceed a maximum height of sixteen (16) feet to the roof peak. The plan and location of any outbuilding must be approved prior to the commencement of construction by the architectural control committee of the Homeowner's Association, or any similar committee, if such a committee exists. If no architectural control or similar committee exists, the plan and location approval must be obtained from the Developer prior to the commencement of construction.

6.14 Any swimming pool constructed within the Subdivision shall be enclosed by fencing approved by the Developer, and shall, in all respects, comply with applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view.

6.15 On lots numbered 46 through 52, inclusive and lots numbered 56 through 67, inclusive, all residences shall drain all gutters and sumps to within three (3) feet of the waters edge of the lake which is located adjacent to these lots. Drainage must be run in Schedule 40 PVC piping from the residence to the lake. The termination of the PVC piping must empty into erosion control material (concrete or rip rap), said erosion control material to be installed by and at the expense of the owner of the lot and residence, and the erosion control material must extend from the end of the PVC piping to the waters edge.

6.16 Any wells that may exist within the Subdivision shall not be used for potable water and shall not be connected to the water distribution system of the Village of Goodfield. Any wells, ponds, or lakes that may exist within the Subdivision shall be considered owned by the Developer unless conveyed to a Homeowners Association formed under these covenants.

7. USE OF LOTS

7.1 Lots 6 and 7 in the Subdivision will benefit from and be subject to a forty foot (40') wide joint driveway easement as shown on the recorded plat of The Lakes at Oak Valley Subdivision. The owners of Lots 6 and 7 shall be mutually obligated to construct and maintain a single driveway on the shared easement for purposes of ingress and egress to both lots. The owners of the lots shall share equally in the construction, maintenance, and snow removal costs of the driveway, except that the owner of Lot 7 shall not be required to bear any portion of the construction, maintenance, or snow removal costs for the portion of the driveway which extends westerly beyond the point at which the dwelling on Lot 7 accesses the shared driveway.

7.2 No trailer, basement, tent, shack, garage or similar structure shall at any time be used as a residence temporarily or permanently on said premises, nor shall any structure of a temporary character be permitted; provided, however, that this prohibition shall not apply to shelters or temporary structures used by contractors during the construction of a residence in the Subdivision.

7.3 No outside perimeter fences shall exceed six (6') feet in height, and the finished surface of any fence must face outward, with the structural portion of the fence facing inward to the lot upon which the fence is located.

7.4 All garbage and other refuse must be kept in attractive containers in a manner which will not adversely affect the aesthetic appearance of the area. A landscaped screen is desired and encouraged.

7.5 No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis within the confines of the Subdivision, unless the same is enclosed and concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public road ways.

7.6 All unlicensed or disabled vehicles must be removed from any lot or tract within thirty (30) days or housed in a garage.

7.7 All machinery and maintenance equipment must be housed in a garage within a reasonable time after completion of a residence and garage.

7.8 No exterior kennels or runs for dogs or other animals shall be erected or maintained upon any lot within the Subdivision.

7.9 No livestock, including but not limited to horses, mules, cattle, swine, sheep, goats, poultry, bees, or fur bearing animals, shall be kept on any lot in the Subdivision.

7.10 No billboards or advertising signs shall be erected or maintained on any lot in the Subdivision, freestanding or as part of a structure.

7.11 No lot within the Subdivision, nor any residence thereupon, shall be used for the sale of intoxicating liquor or spirits.

7.12 Except as necessarily incidental to the construction of a residence or garage on any lot in the Subdivision, no new or used construction materials, supplies, unused machinery or similar items shall be kept on or allowed to remain on any lot in the Subdivision unless stored inside a residence or garage and concealed from view.

9.1 The Developer, or the owners of a majority of the lots in the Subdivision, shall form a Homeowners Association. The form of entity used to create the Homeowners Association may be a not-for-profit corporation, an unincorporated association, or other entity as deemed

9. HOMEOWNERS ASSOCIATION

8.4 If the owner of any lot, other than the Developer, 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 Developer or 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 Developer or the Homeowners Association will be born by the lot owner, and the lot owner will be responsible to reimburse the Developer or the Homeowners Association, as the case may be, for all costs, including court costs and reasonable attorney's fees, required to recover the amounts due from the owner of the lot.

8.3 It shall be the responsibility of each lot owner, other than the Developer, to cut and trim the lawn on his lot to promote and maintain a neat and attractive appearance.

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

8.1 It shall be the responsibility of each lot owner to prevent the development of any unclear, unsightly or unkempt conditions of the residence or grounds on his lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. MAINTENANCE

7.15 No solar panels may be installed at a location which is visible from any street in the Subdivision. No solar panels may be installed in a manner which causes the panel or panels to be raised above, or extended beyond, the surrounding surfaces of the residence. No detached solar panels may be installed. In the event that solar panels are installed in violation of this provision, the panel or panels shall be removed, regardless of the cost or damage which removal will cause to the portion of the residence or structure to which the panel or panels are attached or installed.

7.14 No exterior dish antennas which exceed 24 inches in diameter, exterior radio towers, exterior radio antennas, or any other similar device, shall be erected or installed on any lot or on the exterior of any residence.

7.13 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood, nor shall any unsightly property be stored or kept upon any of the premises.

appropriate by the Developer or owners of a majority of the lots in the Subdivision upon formation of the Homeowners Association.

9.2 The purposes of the Homeowners Association are, *inter alia*:

9.2.1 To maintain and manage the common areas within the Subdivision and the lakes within the Subdivision.

9.2.2 To regulate access to and use of the common areas and lakes within the Subdivision.

9.2.3 To monitor compliance with and enforce the requirements of these covenants, and any bylaws, rules, and regulations adopted by the Homeowners Association.

9.3 The Homeowners Association may adopt Articles of Incorporation, Articles of Association, Bylaws, Rules, and Regulations as the Association sees fit; provided, however, that no such Articles, Bylaws, Rules or Regulations shall deny to the owner of any lot within the Subdivision full membership in the Association and full representation before the Association.

10. ENFORCEMENT/VALIDITY

10.1 The Developer, 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 Developer brings any action to enforce these covenants, the Developer shall be entitled to recover its costs, including reasonable attorney's fees, incurred in enforcing these covenants, whether incurred prior to or during litigation.

10.2 In the event that any of these covenants is held invalid or void by any court of competent jurisdiction, that invalidation shall in no way effect any of the other provisions in these covenants, and the remaining provisions shall remain in full force and effect.

11. MISCELLANEOUS

11.1 The section headings contained herein are for convenience only and are not intended to define or limit the contents of the respective sections and paragraphs.

11.2 These covenants, and any amendments thereto, shall be construed and interpreted in accordance with the laws of the State of Illinois.

Schieler Properties, an Illinois
general partnership, Developer

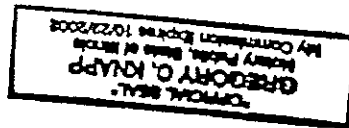
By: [Signature]
Robert S. Schieler

Its Managing Partner

STATE OF ILLINOIS
)
) ss
)
COUNTY OF WOODFORD

I, Gregory C. Knapp, a notary public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Robert 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 16th day of August, 2001.



[Signature]
Notary Public

ATTACHMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF THE LAKES AT OAK VALLEY SUBDIVISION TO THE VILLAGE OF GOODFIELD, ILLINOIS

All of the East Half and a part of the West Half of the Northeast Quarter of Section Twenty-Four (24), Township Twenty-Five (25) North, Range Two (2) West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows:

Beginning at the Northeast corner of Lot 1 in the resubdivision of Lots 1 through 14 of Deer Lake Estate, a subdivision of part of the Southeast Quarter of Section Thirteen (13), Township Twenty-Five (25) North, Range Two (2) West of the Third Principal Meridian, Tazewell County, Illinois, said point being on the North line of the Northeast Quarter of said Section 24, 1,068.57 feet Easterly of the Northwest corner of said Northeast Quarter; thence North 88°-13'-00" East, (bearing assumed for purpose of description only), along said North line, 268.50 feet to the Northwest corner of the East Half of said Northeast Quarter; thence North 88°-14'-51" East, along the North line of the Northeast Quarter of said Section Twenty-Four (24), 1,335.94 feet to the Northeast corner of the Northeast Quarter of said Section Twenty-Four (24); thence South 01°-17'-13" East, along the East line of the Northeast Quarter of said Section Twenty-Four (24), 2,616.38 feet to the Southeast corner of the Northeast Quarter of said Section Twenty-Four (24); thence South 86°-22'-29" West, along the South line of the Northeast Quarter of said Section Twenty-Four (24), 1,316.95 feet to the Southwest corner of the Northeast Quarter of said Section Twenty-Four (24), said point being the southeasterly corner of Lot 28 in Deer Lakes Estates, Section Two, a subdivision of part of the West half of the Northeast Quarter of said Section Twenty-Four (24); thence North 57°-20'-17" West, along the Easterly line of said subdivision, 526.76 feet; thence North 16°-53'-01" East, along said Easterly line, 296.48 feet; thence North 48°-29'-31" West, along said Easterly line, 125.56 feet to the southeasterly corner of Lot 33 in said Deer Lake Estates, Section Two; thence North 07°-37'-15" East, along the Easterly line of said subdivision, 353.41 feet to the Southeast corner of Lot 34 in said Deer Lake Estates, Section Two; thence North 09°-56'-29" East, along the Easterly line of said subdivision, 130.95 feet; thence North 45°-27'-30" West, along said Easterly line, 125.53 feet to the Southeast corner of Lot 5 in said Resubdivision of Lots 1-14 of Deer Lake Estates; thence North 16°-42'-01" West, along the Easterly line of said resubdivision, 495.83 feet to the Southeasterly corner of Lot 11 in said resubdivision; thence North 19°-12'-22" East, along the Easterly line of said resubdivision, 490.75 feet; thence North 18°-25'-55" East, along said Easterly line, 332.59 feet to the Southeast corner of Lot 1 in said resubdivision; thence North 00°-16'-39" West, along said Easterly line, 177.39 feet to the point of beginning, said tract containing 104.100 acres more or less.