



Authorized By: *Angie Palmer*

Date Recorded: 11/16/2007 11:14:20 AM



**RESTRICTIVE COVENANTS**

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF ADAMS     )

**OWNER'S CERTIFICATE**

Dale Koontz-Builder, Inc., an Illinois corporation (the "Present Owner"), being the legal owner of Tuscany Fields Subdivision, a Subdivision of a part of the Northwest Quarter of Section Eight (8), in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, in Adams County, Illinois (the "Subdivision"), hereby provides that all conveyances of property hereafter made by the present or future owners of any of the lands included in the Subdivision shall be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions and covenants:

**RESTRICTIONS AND COVENANTS**

The following restrictions and covenants apply to Lots 1 through 26 inclusive (the "Lots") of the Subdivision and to the owners of such Lots ("Owners"):

1.     Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than "one detached single-family dwelling" not to exceed two (2) stories in height, excluding basement or foundation, and a garage for not less than two (2) cars, which shall be attached to the residence, but which garage may be in the basement.
  
2.     Building Location. All Lots shall have thirty (30) feet minimum building set-back lines from street property line and fifteen (15) feet from side Lot lines.
  
3.     Building Size. Except as provided in the next sentence, no one-story residence shall be permitted on any Lot of less than 2,000 square feet on the first floor, exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements, and no two story residences shall be permitted on any Lot of less than 2,200 total square feet with at least 1,300 square feet on the main floor, exclusive of attached porches (whether or not enclosed by screens or otherwise) or garages and basements. No garage shall be permitted of less than 600 square feet.
  
4.     Diligence in Construction. The work or construction of any residence shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed. No such residence shall be occupied during the course of original exterior construction or until

made to comply with the restrictions and conditions set forth herein. No excavation except as necessary for the construction of improvements shall be permitted. All trees are to be left except those that reasonably need to be cut and removed to accommodate the design and location of the residence on the Lot or for safety purposes and/or to avoid being in the way of construction.

5. Materials; Approval of Plans. At least fifty (50%) of all exterior walls of each residence must be either brick, stone, fiber cement siding or an exterior insulation finish system, i.e. dryvit ("EIFS"), or a combination thereof. The remaining portion of exterior walls of any residence can be any other material besides tar paper, rollbrick siding or similar material. All residences shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any Lot. At its option, the Present Owner may permit up to, but not more than, four (4) residences within the Subdivision to be constructed with exterior walls having a covering of less than fifty percent (50%) of either brick, stone, fiber cement siding, EIFS or a combination thereof.

6. Types of Structures. No prefabricated, precut, manufactured or modular houses, mobile homes or like structures shall be permitted on any Lot.

7. Fences and Walls. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum set-back line shown on the recorded subdivision plat (the "Plat") and no fence or wall shall exceed six (6) feet in height. In addition, no fence or wall shall be placed or erected on a Lot, until after a residence has been constructed and fully completed on the Lot. No chain link fences shall be allowed on any Lot.

8. Business or Commercial Operations. No business or commercial enterprise shall be maintained or operated on any Lot; provided, however, that this provision shall not be construed to prevent or prohibit an Owner from maintaining a home occupation (as defined in Section 29.701 et seq. of the City of Quincy, Illinois Municipal Code) within such Owner's own residence or garage on any Lot or from maintaining thereon a personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring, on a limited basis, with business or professional associates, clients or customers.

9. Nuisance and Lot Maintenance. No noxious or offensive activity shall be carried out on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Weeds on vacant Lots shall be cut during the summer months. The Owner or Owners of each and every Lot shall keep all weeds cut thereon, rubbish cleared and disposed of, dead trees removed to the end, that each and every Lot is maintained in a presentable condition. No discharging of firearms shall be permitted on any Lot.

10. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structure,

fence, plantings, or other materials shall be placed or permitted to remain which may change the direction or flow of water through drainage channels within the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each Lot, and all improvements on it, shall be maintained continuously by the Owner of the Lot, except for improvements for which a public authority or utility company is responsible.

11. Water Detention Areas. An easement or right-of-way to install, establish, construct, reconstruct, operate and maintain certain water detention basins (including inlets I-3, I-4, I-5 located at the rear of lots 19, 20, 21, 22, 24, and 25 together with connecting piping) in the Subdivision (the "Water Detention Areas") for the benefit of the Lots has been retained, as shown on the Plat (the same being marked thereon as "Detention Areas"). No permanent structures, such as a house, inground swimming pool, etc. shall be constructed on or in a Water Detention Area. By means of these restrictions and covenants, the obligation to operate, repair, maintain and reconstruct the Water Detention Areas, following the construction thereof by the Present Owner, shall transfer to the Subdivision Homeowners' Association and to the respective Owners of the Lots who, jointly and severally, assume hereby and are responsible for, such use, reconstruction, operation, repair and maintenance. All responsibility shall lie with the then current Owners of the Lots, regardless of whether or not the responsibility or obligation arose prior to or subsequent to any such Owner or Owners acquiring an interest in the Lots. In fulfilling this obligation, the following standards of maintenance and upkeep shall be observed and followed at all times: (a) the Water Detention Areas shall be landscaped with trees acceptable for such areas; (b) the Water Detention Areas shall be sown over in grasses and shall be mowed, cut and/or trimmed as often as is reasonably necessary to maintain a neat and clean appearance; (c) the Water Detention Areas shall not be allowed to grow over in weeds or in any unsightly or unkept manner. Each Owner whose Lot includes a Water Detention Area shall be responsible, at such Owner's cost, for mowing, trimming and regularly maintaining such Water Detention Area within his Lot. However, the cost of repairing and reconstructing the Water Detention Areas as well as any extraordinary maintenance required with respect thereto shall be borne equally by all Owners.

12. Other Structures. No outbuildings, sheds or other structures shall be constructed, placed, erected or maintained upon any Lot; provided, however, that notwithstanding this prohibition: (i) a pool house not to exceed 225 square feet in size may be constructed, placed or erected of any Lot, and (ii) a gazebo may be constructed, erected or placed on any Lot. No structure of a temporary character, trailer, tent, shack, barn or outbuilding shall be used on any Lot at any time for a residence, either permanently or temporarily. No camper, recreational vehicle, trailer, boat, wave runner or jet ski may be maintained upon any Lot except as might be maintained entirely within the garage, and no such items shall be kept on the Subdivision's streets for more than 24 hours.

13. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot or one sign of not more than

five square feet advertising the Lot for sale or rent, or signs used by a builder during the construction and sales period.

14. Satellite Dishes. No satellite dishes or discs greater than twenty-four (24) inches in diameter shall be placed on any of the Lots or on the residences thereon.

15. Vegetable Gardens. No vegetable gardens, either for private or commercial use, will be permitted within the Subdivision, except a garden for private use located behind the residence.

16. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary manner. Sewage disposal systems shall be public sewage facilities, all of which shall conform to and meet the requirements of the Adams County Board of Health. No septic systems shall be permitted or allowed to serve any Lot or the residence thereon.

17. Water Supply. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.

18. Vehicle Repairs and Wrecks. No Lot or street within the Subdivision shall be used for commercial or private repair of any vehicle other than temporary repairs to vehicles owned by the Owner; provided, however, that the same can be completed within two (2) days. No wrecked, junk, disabled or non-usable vehicles shall remain on any Lot or on any street within the Subdivision for more than two (2) days.

19. Swimming Pools and Clothes Lines. In-ground swimming pools can be constructed or installed on any Lot; however, no above ground swimming pools may be placed or installed on any Lot. No clothes line poles of a permanent nature may be installed on any Lot.

20. Restrictions on Builders or Contractors. The Present Owner's principal business is constructing or building custom homes. As such, the Present Owner has developed the Subdivision primarily for the purpose of constructing or building custom homes on the Lots for the Owners thereof. Accordingly, all of the residences on the Lots must be constructed by or under the direct supervision of the Present Owner, or its successor or assign. No other general contractors or builders, including, without limitation, any Owners are authorized or permitted to construct a residence on any Lot or to directly supervise such construction on any Lot, i.e. to act as a general contractor.

21. Present Owner's Right of First Refusal. The Owner of each Lot, upon acceptance of the deed to such Lot from the Present Owner, hereby covenants that if such

Owner elects not to develop or build a residence upon said Lot, but rather decides to resell the Lot undeveloped, that such Owner shall first offer the Lot for sale to the Present Owner, or its successor or assign, at the original purchase price paid by such Owner when the Lot was purchased from the Present Owner. The Present Owner shall have seven (7) business days from the date of receipt of a written notice of intent to sell the Lot from such Owner in which to notify such Owner of its election to repurchase the Lot. The written notice of intent to sell shall be delivered by such Owner to the Present Owner either personally or by registered or certified mail, return receipt requested, and shall be considered received on the date personally delivered or upon the date mailed, whichever is applicable. In the event the Present Owner sends such Owner a timely notice of its election to repurchase, the closing of such repurchase shall occur within twenty (20) days thereafter. In the event the Present Owner fails to send such Owner a timely notice of its election to repurchase, such Owner can then sell the Lot free and clear of this restriction. This restriction shall apply only to vacant Lots and only with respect to the original purchaser or Owner of the Lot who acquires title to the Lot directly by deed from the Present Owner.

22. The Homeowners' Association.

A. There has been or may be created, under the laws of the State of Illinois, a not-for-profit corporation to be known as the "Subdivision Homeowners' Association", which is sometimes referred to as the "Association". Whether or not the Association is incorporated, every person who acquires and holds title (legal or equitable) to any Lot in the Subdivision shall be a Member of the Association (a "Member"), except that only one (1) of any number of co-Owners of a Lot shall be a General Member; all other co-Owners will be Associate Members. The foregoing provisions requiring the Owners of Lots within the Subdivision to be Members of the Association is not intended to apply to those persons who hold an interest in such Lot merely as security for the performance of an obligation to pay money, e.g. mortgages and land contract vendors. However, if such person should realize upon such person's security and become the Owner of a Lot within the Subdivision, the person will then be subject to all of the requirements and limitations imposed herein on Owners of Lots within the Subdivision and on Members of the Association, including, but not limited to, those provisions with respect to the payment of an annual Charge.

B. The general purposes of the Association are:

- (1) To maintain the Water Detention Areas (including inlets I-3, I-4, I-5 located at the rear of lots 20, 21, 24, and 25 together with connecting piping), in the manner prescribed in Section 11 hereof;
- (2) To provide for the maintenance, repair and replacement of entrance signs and for landscaping or plantings of any common areas within the public streets traversing the Subdivision.

- (3) To provide such other services to the Members within the Subdivision for the general benefits of the Members, as the Association shall determine from time to time.

C. (1) The Association shall have all of the powers set forth herein or in its articles of incorporation, together with all other powers that belong to it by law, as well as the power to levy an annual Charge or special Charge (herein "Charge" or "Charges") against the Members of the Association. In each membership class, the annual Charges shall be uniform. Special Charges shall relate only to individual Lots. The Charges shall be used only for services, items or matters benefitting the membership class. It is recognized that general services shall apply to the entire Subdivision. The Charges are imposed irrespective of whether or not a Member has constructed a residence on his Lot.

No Charge shall be levied against the Association itself, or any corporation that may be created to provide services to the Subdivision. Further, no Charges shall be assessed against the Present Owner as to any undeveloped and unsold Lots, but the Present Owner may voluntarily pay annual Charges. The annual Charge for all Members shall be established by the Association as provided in the bylaws and shall be used for general services, items or matters, such as maintenance of the Water Detention Areas, and other related services as set forth in subsection B above.

The annual Charge for all memberships shall be approved by the board of directors of the Association or by the Members, in certain instances, in accordance with the bylaws of the Association consistent herewith.

The rights of Members of the Association as such Members shall be set forth in the bylaws of the Association.

(2) Every such Charge levied or assessed by the Association shall be paid by the Members in accordance with the bylaws commencing with the year 2008. The board of directors of the Association shall fix the amount of the annual Charge per Member for the following year by the first day of December of the then current year, beginning in 2007, or as soon thereafter as practicable, and written notice of the Charge so fixed shall be sent to each Member, so charged, within twenty-one (21) days after being established. The Association shall provide for the manner and method by which such annual Charge shall be paid by the Members.

(3) If any Charge levied or assessed against any Lot subject hereto shall not be paid when due, it shall then, *ipso facto*, become a lien upon the Lot or Lots owned by the Member owing such Charge or Charges, and shall remain a lien against said Lot or Lots until paid in full, together with interest as is herein provided and such other Charges or costs which might become due as a result of non-payment, as is hereinafter provided. Such Charges as are provided for herein shall bear interest at the judgment interest rate established by the State of Illinois from the date the Charge or Charges are due until paid in full. If, in the opinion of the

board of directors of the Association, such Charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Association, institute such proceedings, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said Charge in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the Charge shall, in addition to the amount of the Charge at the time such action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every person who shall become the Owner of any Lot, whether such ownership be legal or equitable, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or Charges which may be extant upon said Lot or Lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in the Subdivision is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all Charges that the Association shall make pursuant hereto.

(4) The Association shall, upon request, at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified Lot have been paid or that certain assessments against said Lot remain unpaid, as the case may be. A reasonable fee may be assessed by the board of directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Notwithstanding any other provision contained herein, the board of directors of the Association shall have the right to suspend the voting rights (if any) of any General Member or Associate Member: (1) for any period during which any Charge due from such General Member or Associate Member remains unpaid; (2) during the period of any continued violation of the covenants and restrictions for the Subdivision, after the existence of the violation shall have been declared by the board of directors; and (3) because of any violation of the bylaws or regulations, if any, of the Association.

23. Terms; Amendments. These restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming through them for a period of thirty (30) years from the date these restrictions and covenants are recorded and shall be automatically extended for a successive period of ten (10) years; provided, however, that the restrictions set forth in Section 21 shall automatically expire with respect to each Lot, ten (10) years after the initial conveyance thereof from the Present Owner to the Owner. These restrictions and covenants shall continue and remain unaltered unless at any time an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to terminate, change or amend these restrictions and covenants, in whole or in part. In determining the "then Owners of the Lots", each individual Lot shall have a single right or vote.

24. Enforcement. Enforcement of these restrictions and covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages brought by either the

Association, the Present Owner, the Owners or any other party for whose benefit these restrictions inure. The prevailing party in such proceeding shall be entitled to recover all reasonable attorneys' fees and costs incurred in connection with such proceeding. However, neither the Present Owner nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these restrictions.

25. Severability. The invalidation of any one or more of these restrictions and covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26. Miscellaneous. The captions preceding the various sections of these restrictions and covenants are for convenience and reference only, and none of them shall be used as an aid in the construction or interpretation of any provisions hereof. Whenever and wherever applicable, the singular form of any word shall be taken to mean or applied to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter, as the context may require. These restrictions and covenants shall be construed under the laws of the State of Illinois.





Adams County Clerk/Recorder  
Book: 707 Page: 13186

Receipt #: 200218019  
Pages Recorded: 4

Recording Fee: \$25.00  
Rental Housing Support Program  
State Surcharge Pd 12/21/2007  
\$10.00

Authorized By: *Kevin Adams*

Date Recorded: 12/21/2007 3:24:25 PM



STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF ADAMS        )

**Schmiedeskamp, Robertson**

**MODIFICATION OF RESTRICTIVE COVENANTS**

This Modification of Restrictive Covenants (the "Modification") dated as of the 18<sup>th</sup> day of December, 2007, is made by Dale Koontz-Builder, Inc., an Illinois corporation (the "Present Owner"). WITNESSETH:

WHEREAS, the Present Owner previously declared and imposed certain building and use restrictions upon all of the Lots in Tuscany Fields Subdivision (the "Subdivision") pursuant to that certain Owner's Certificate dated November 15, 2007 and recorded on November 16, 2007 in the Office of the Recorder of Deeds for Adams County, Illinois in Book 707 at page 11829 (the "Restrictive Covenants"); and

WHEREAS, Section 23 thereof provides that these restrictions can be amended or changed in whole or in part by an instrument in writing signed by a majority of the then Owners of the Lots; and

WHEREAS, the Present Owner now owns a majority of the Lots; and

WHEREAS, the Present Owner has entered into a Real Estate Purchase Agreement with Randall E. Dooley and Anjali B. Dolley ("Buyers") regarding Lot 12 within the Subdivision which Lot is legally described on Exhibit "A" (the "Property"); and

WHEREAS, the Present Owner in furtherance of its purposes of promoting the orderly development and use of the Subdivision desires to modify and waive a certain requirement of the Restrictive Covenants as hereinafter set forth relating to the Property for the benefit of Buyers, their successors, legal representatives and assigns.

NOW, THEREFORE, in consideration of the premises, Present Owner hereby declares as follows:

1. Modification and Waiver. For purposes of the Property only, Present Owner hereby waives the requirement set out in Section 21 namely that should such Buyer elect not to develop or build a residence upon said Lot but rather decide to resell it, that Buyer must first offer the Lot for sale to the Present Owner at the original purchase price paid by such Buyer when the Lot was purchased from the Present Owner. In light of the above waiver, Buyer shall be under no obligation, and is hereby released from any duty, to first offer the Property for sale to the Present Owner before selling, transferring or conveying the Property to any other person. Buyer may sell the Property free of the restriction imposed by Section 21.

2. Ratification of Restrictive Covenants. As hereby modified and amended for the Property only, the Restrictive Covenants are hereby ratified and confirmed and the same shall continue to be deemed covenants running with the title of the Lots in the Subdivision based upon and enforceable against any and all future Owners of said lands to whom actual or constructive notice of said Restrictive Covenants shall come and this Modification for the Property shall not be deemed a waiver or abandonment of the provisions or any of them of the Restrictive Covenants as they may apply to the remaining Lots in other or future situations or to the same or a similar situation at any other location in the Subdivision or to any other provision within the Restrictive Covenants.

3. Binding Effect. This Modification shall be binding upon and inure to the benefit of the Property, Buyer and Present Owner and their restrictive successors, legal representatives and assigns.

**EXHIBIT "A"**

Lot Twelve (12) in Tuscany Fields Subdivision, a subdivision of part of the Southwest Quarter of the Northwest Quarter of Section Eight (8), Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois

PIN: 20-0-0567-000-00 (split)



Adams County Clerk/Recorder  
Book: 709 Page: 6917

Receipt #: 200233640  
Pages Recorded: 4

Recording Fee: \$25.00  
Rental Housing Support Program  
State Surcharge Pd 5/27/2009  
\$10.00

Authorized By: *Marissa Palmer*

Date Recorded: 5/27/2009 10:58:10 AM



STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF ADAMS        )

**Schmiedeskamp, Robertson**

**SECOND MODIFICATION OF RESTRICTIVE COVENANTS**

This Second Modification of Restrictive Covenants (the "Second Modification") dated as of the 22<sup>nd</sup> day of May, 2009, is made by Randall E. Dooley and Anjali B. Dooley (the "Owners") and Dale Koontz-Builder, Inc., an Illinois corporation ("Developer"). WITNESSETH:

WHEREAS, the Developer previously declared and imposed certain building and use restrictions upon all of the Lots in Tuscan Fields Subdivision (the "Subdivision") pursuant to that certain Owner's Certificate dated November 15, 2007 and recorded on November 16, 2007 in the Office of the Recorder of Deeds for Adams County, Illinois in Book 707 at page 11829 (the "Restrictive Covenants"); and

WHEREAS, in connection with the sale to Owners of Lot 12 of the Subdivision (the "Property"), Developer modified the Restrictive Covenants to waive the requirements of Section 21 thereof, which waiver was set forth in a Modification of Restrictive Covenants dated December 18, 2007 and recorded in Book 707 at Page 13186 in the Recorder's Office of Adams County, Illinois (the "Modification"); and

WHEREAS, Owners are now reconveying and transferring the Property to Developer and, in connection therewith, the parties wish to reinstate Section 21 so it applies heretofore to the Property; and

WHEREAS, Section 23 of the Restrictive Covenants provides that the Restrictive Covenants can be amended or changed in whole or in part by an instrument in writing signed by a majority of the then owners of the Lots; and

WHEREAS, the Developer owns a majority of the Lots.

NOW, THEREFORE, in consideration of the premises, Owners and Developer hereby agree and declare as follows:

1. Restoration and Reinstatement of Provision. Section 21 of the Restrictive Covenants is hereby reinstated and its applicability to the Property restored as originally provided and the wavier thereof as set forth in the Modification is hereby revoked and negated. Heretofore, Section 21 of the Restrictive Covenants shall fully apply to the Property and any future owner of the Property shall be restricted thereby in selling the Property all as provided by such provision. Any sale of the Property by a future owner of the Property (other than Developer), shall be subject to the restrictions imposed by Section 21 without exception.

2. Ratification of Restrictive Covenants. As hereby modified and amended for the Property only, the Restrictive Covenants are hereby ratified and confirmed and the same shall continue to be deemed covenants running with the title of the Lots in the Subdivision based upon and enforceable against any and all future Owners of said lands to whom actual or constructive notice of said Restrictive Covenants shall come. This Second Modification of Restrictive Covenants shall be effective as of the date hereof. As such, the Restrictive Covenants in their entirety, including Section 21 thereof, shall apply to all Lots in the Subdivision, including, but not limited to, the Property.

3. Binding Effect. This Second Modification shall be binding upon and inure to the benefit of the Property, Developer and Owners and their restrictive successors, legal representatives and assigns.

**EXHIBIT "A"**

Lot Twelve (12) in Tuscany Fields Subdivision, a subdivision of part of the Southwest Quarter of the Northwest Quarter of Section Eight (8), Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois

PIN: 20-0-0567-011-00



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Tx:4078658

This document prepared by/return to:  
Schmiedeskamp, Robertson, Neu  
& Mitchell LLP  
William M. McCleery, Jr.  
525 Jersey Street  
Quincy IL 62301  
217-223-3030

**2017R-07332**  
CHUCK R. VENVERTLOH  
ADAMS COUNTY CLERK/RECORDER  
ADAMS COUNTY, ILLINOIS  
RECORDED ON  
09/05/2017 11:56 AM  
REC FEE: 20.00  
GIS RECORDER FEE: 1.00  
GIS COUNTY FEE: 19.00  
RHSP HOUSING FEE: 9.00  
ELECTRONICALLY RETURNED

**AMENDMENT TO OWNER CERTIFICATE  
RESTRICTION AND COVENANTS**

The undersigned enter into this Amendment to Owner Certificate – Restrictions and Covenants (“Amendment”) as of this 1<sup>st</sup> day of September, 2017.

WHEREAS, Lots 1 through 26 inclusive of Tuscan Fields Subdivision, a subdivision of part of the Northwest Quarter of Section Eight (8), in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, in Adams County, Illinois (the “Subdivision”), have the following P.I.N. numbers:

Lot 1	23-9-0567-000-00
Lot 2	23-9-0567-001-00
Lot 3	23-9-0567-002-00
Lot 4	23-9-0567-003-00
Lot 5	23-9-0567-004-00
Lot 6	23-9-0567-005-00
Lot 7	23-9-0567-006-00
Lot 8	23-9-0567-007-00
Lot 9	23-9-0567-008-00
Lot 10	23-9-0567-009-00
Lot 11	23-9-0567-010-00
Lot 12	23-9-0567-011-00
Lot 13	23-9-0567-012-00
Lot 14	23-9-0567-013-00
Lot 15	23-9-0567-014-00
Lot 16	23-9-0567-015-00
Lot 17	23-9-0567-016-00
Lot 18	23-9-0567-017-00
Lot 19	23-9-0567-018-00
Lot 20	23-9-0567-019-00
Lot 21	23-9-0567-020-00
Lot 22	23-9-0567-021-00
Lot 23	23-9-0567-022-00
Lot 24	23-9-0567-023-00
Lot 25	23-9-0567-024-00
Lot 26	23-9-0567-025-00

WHEREAS, the undersigned warrant that they are vested with title in their hereinafter described respective Lots in the Subdivision and as the Owners desire to amend the Owner's Certificate - Restrictions and Covenants, recorded on November 16, 2007 in the Offices of the County Recorder of Adams County, Illinois in book 707 at page 11829, as Document No. 200217087 (as amended, the "Restrictive Covenants") as set out below;

NOW, WHEREFORE, for good and valuable consideration, the undersigned agree to amend the Restrictive Covenants as follows:

1. Section 7. of the Restrictive Covenants "Fences and Wall" shall be amended in that in addition to the single-family dwelling currently located on Lots 20 and 21 of the Subdivision, the title of which is vested in Mark L. Vander Ley and Alison W. Vander Ley, husband and wife, a fence, not exceeding six (6) feet in height may be construed around the entire boundary or perimeter of said two (2) Lots, as if a single lot.

2. To the extent this Amendment conflicts with the Restrictive Covenants, the terms of this Amendment shall control. To the extent the terms of this Amendment and the Restrictive Covenants do not conflict, the Restrictive Covenants shall remain in full force and effect. This Amendment shall be for the benefit of Lots 20 and 21 and, if signed by a majority of the then Owners of the Lots, being 14 thereof in number, upon the rendering hereof, shall be binding upon all of the Lots which are a part of the Subdivision from time to time and, as such, shall be deemed to be covenants running with the land, i.e. the Lots. This Amendment shall be binding upon and for the benefit of the parties hereto and their heirs, legal representatives, successors and assigns. The recital paragraphs contained in this Amendment shall be incorporated into and made a part of this Amendment. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned Owners at Quincy, Illinois as of the date set out above.

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The undersigned warrants that he/she/they are vested with title in Lots 20 and 21 of the "Subdivision" (as defined above) (P.I.N. 23-9-0567-019-00 and 23-9-0567-020-00).

MLV  
\_\_\_\_\_  
Mark L. Vander Ley

S  
\_\_\_\_\_  
Alison W. Vander Ley

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF ADAMS        )

I, Sarah K. Reynolds a Notary Public in and for said County and State aforesaid, do hereby certify that Mark L. Vander Ley and Alison W. Vander Ley, husband and wife, each in his and her own capacity, and each as the spouse of the other, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given my hand and official seal this 31 day of August, 2017.

Sarah K. Reynolds  
\_\_\_\_\_  
Notary Public



The undersigned warrants that he/she/they are vested with title in Lots 1, 2, 4, 11, 16, 17, 18 and 23 of the "Subdivision" (as mentioned above) (P.I.N. 23-9-0567-000-00; 23-9-0567-001-00; 23-9-0567-003-00; 23-9-0567-010-00; 23-9-0567-015-00; 23-9-0567-016-00; 23-9-0567-017-00; 23-9-0567-022-00).

Dale Koontz-Builder, Inc.  
By: [Signature]  
Timothy D. Koontz, President

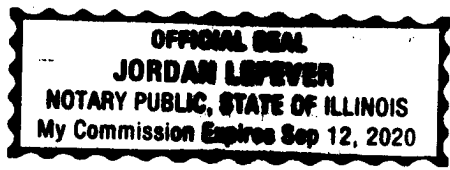
ATTEST:  
By: [Signature]  
Scott M. Koontz  
Its Secretary

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF ADAMS        )

I, Jordan Lefever, a Notary Public in and for the State and County aforesaid, do hereby certify that Timothy D. Koontz as President and Scott M. Koontz as Secretary, respectively, of DALE KOONTZ-BUILDER, INC., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same in the name of and for and on behalf of the corporation, appeared before me this day in person and acknowledged that they as President and Secretary, respectively, and pursuant to power and direction of the board of directors of said corporation, signed, affixed the corporate seal and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

Given my hand and official seal this 24 day of August, 2017.

[Signature]  
Notary Public



The undersigned warrants that he/she/they are vested with title in Lot 12 of the "Subdivision" (as mentioned above) (P.I.N. 23-9-0567-011-00).

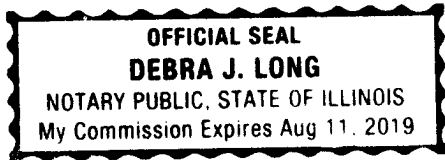
Signed \_\_\_\_\_  
Print Name: Austin Krohn

Signed \_\_\_\_\_  
Print Name: Jennifer Krohn

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF ADAMS        )

I, Debra J Long, a Notary Public in and for said County and State aforesaid, do hereby certify that Austin Krohn and Jennifer Krohn, husband and wife, each in his and her own capacity, and each as the spouse of the other, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given my hand and official seal this 30 day of Aug, 2017.



\_\_\_\_\_  
Notary Public

The undersigned warrants that he/she/they are vested with title in Lot 13 of the "Subdivision" (as mentioned above) (P.I.N. 23-9-0567-012-00).

Signed Eric P. Conover  
Print Name: Eric P. Conover

Signed Jennifer L. Conover  
Print Name: Jennifer L. Conover

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF ADAMS        )

I, Lori Bagley, a Notary Public in and for said County and State aforesaid, do hereby certify that Eric P. Conover and Jennifer L. Conover, husband and wife, each in his and her own capacity, and each as the spouse of the other, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given my hand and official seal this 29 day of August, 2017.

Lori Bagley  
Notary Public



The undersigned warrants that he/she/they are vested with title in Lot 22 of the "Subdivision" (as mentioned above) (P.I.N. 23-9-0567-021-00).

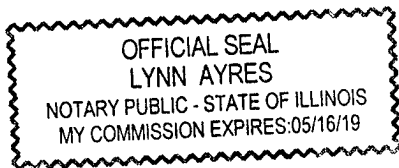
Signed [Signature]  
Print Name: Joshua J. Ayres

Signed [Signature]  
Print Name: Catherine M. Ayres

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF ADAMS        )

I, Lynn Ayres, a Notary Public in and for said County and State aforesaid, do hereby certify that Joshua J. Ayres and Catherine M. Ayres, husband and wife, each in his and her own capacity, and each as the spouse of the other, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given my hand and official seal this 24<sup>th</sup> day of August, 2017.



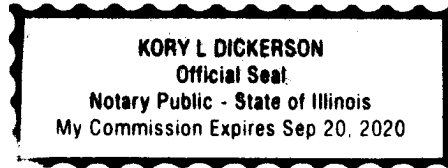
[Signature]  
Notary Public

The undersigned warrants that he/she/they are vested with title in Lot 24 of the "Subdivision" (as mentioned above) (P.I.N. 23-9-0567-023-00).

Signed [Signature]  
Print Name: Parvish P. Shah

Signed [Signature]  
Print Name: Stuti K. Shah

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF ADAMS        )



I, Kory L. Dickerson, a Notary Public in and for said County and State aforesaid, do hereby certify that Parvish P. Shah and Stuti K. Shah, husband and wife, each in his and her own capacity, and each as the spouse of the other, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given my hand and official seal this 24 day of August, 2017.

[Signature]  
Notary Public