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TAZEWELL COUNTY, IL
ROBERT LUTZ
07-08-2005 At 11:50 am.
DECL REST 34.75

TAZEWELL COUNTY

DOCUMENT PREPARED BY:

BLACK, BLACK & BROWN
115 WASHINGTON SQUARE
WASHINGTON, IL 61571

RETURN DOCUMENT TO:

BLACK, BLACK & BROWN
115 WASHINGTON SQUARE
WASHINGTON, IL 61571

DECLARATION OF RESTRICTIONS

Cypress Ridge Subdivision

THIS DECLARATION OF RESTRICTIONS is made this 6th day of July, 2005 by CYPRESS RIDGE, LTD., an Illinois corporation, developer (hereinafter "Developer") of the real estate which is described below and which shall hereinafter be referred to as 'the Subdivision'.

The Subdivision together with all improvements now and hereinafter erected shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, privileges, and liens set forth which shall be binding upon all parties acquiring any title, right, or interest therein and which shall run with the land and inure to the benefit of Developer, all lot owners and their heirs, successors, and assigns, and the Association.

See Exhibit "A" attached hereto and by reference expressly made a part hereof

PIN: 02-02-15-100-025

Also known as: Cypress Ridge Subdivision

- APPLICATION OF RESTRICTIONS.** All persons, corporations, trust or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with the covenants, conditions, restrictions, and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth.
- PROPERTY USE.** Only those lots numbered Five (5) through Twenty-One (21) may be used for multi-family residential purposes, as permitted by the zoning classification of those lots (the "Multi-Family Lots"): The balance of the lots within the Subdivision and shall be used only for single-family residences (the Single-Family Lots"). No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious,

fraternal, or other business purposes, including without limitation, the manufacturing and sale of intoxicants including those in-home businesses which would be permitted under the zoning ordinance in a single-family district.

3. **CONSTRUCTION REQUIREMENTS.**

A. **Single-Family and Multi-Family Lots.** The construction of all residences, structures, accessory structures, and buildings on Single-Family and Multi-Family Lots (the "Residential Structures") in the Subdivision shall be governed by and conform in all respects to the following:

(a) **Contractor Approval.** Any person, firm, corporation, partnership, limited liability company or other entity that proposes to construct any Residential Structure on a Single-Family and Multi-Family Lot (a Contractor") must first be approved by the Developer prior to the commencement of construction of any structure or improvement on the Lot. The approval or disapproval of a Contractor shall be within the sole and exclusive discretion and judgment of the Developer. If the purchaser of the lot intends to act as his, her or its own Contractor, the purchaser of the Lot must first be approved by the Developer prior to the commencement of construction of any structure or improvement on the Lot.

1. **Submission of Contractor Information.** The purchaser of Single-Family and Multi-Family Lot (the "Owner") must submit, in writing, to the Developer the name, address, telephone number, facsimile (telecopier) number, and e-mail address of the proposed Contractor (the "Contractor Information").

2. **Developer's Options.** The Developer, within thirty (30) days of Developer's actual receipt of the Contractor Information, will notify the Owner of: 1) approval of the Contractor, 2) disapproval of the Contractor, or 3) that Developer requests additional time to approve or disapprove of the Contractor.

3. **Developer Approval of Contractor.** If Developer approves the Contractor, Developer shall notify the Owner in writing of same, whereupon Owner may submit construction plans as hereinafter provided.

4. **Developer Disapproval of Contractor.** If Developer disapproves of the Contractor, the Contractor may not build, construct, or otherwise erect any Residential Structure on the Single-Family and Multi-Family Lot. Owner may submit the Contractor Information for another Contractor. If Owner chooses to submit Contractor Information on a different Contractor, Owner shall follow the procedure outlined above.

5. **Developer Request for Additional Time.** If Developer requests additional time to approve or disapprove the Contractor, the Owner and Developer

must agree, within three (3) days of Developer's request for additional time, on the amount of additional time Developer will be given to approve or disapprove the Contractor. If Owner and Developer cannot agree on the additional time to approve or disapprove the Contractor, the Owner's earnest money, under the terms of a purchase and sale agreement will be refunded to Owner.

(b) **Construction Plan Approval.** The Owner, upon receipt of Developer's approval of the Contractor, as provided above, must submit to Developer, for Developer's approval, building plans, specifications and plot plan (the "Construction Plans"). The approval or disapproval of a Construction Plans shall be within the sole and exclusive discretion and judgment of the Developer, and without explanation or justification necessarily offered. The Construction Plans shall include the following:

1. **Setback Lines.** The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision. In addition, the exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained further than five (5) feet from the front lot setback lines shown on the plat of the Subdivision, without prior written approval of Developer. Air conditioning units, stoops, and fireplaces may not be erected or maintained at any given point closer to the side lot lines than a total of seventeen (17) feet with a minimum of seven (7) feet, and closer to the rear lot line than 10% of the depth of the lot at such point.

2. **Footage Requirements.** For a residence of one level, the first floor living area shall not be less than 2000 square feet not including basement, front porch and garage. Dwellings of one and one-half (1 ½) stories shall have a finished square footage of not less than 2400 square feet with a minimum of 1600 square feet living area on the first floor, not including basement, front porch and garage. Dwellings of two (2) stories shall have a minimum square footage of 2400 square feet, not including basement, front porch and garage, and a minimum first floor living area of 1300 square feet. All residences shall have a full basement. No residence shall exceed two and one-half (2 ½) stories in height. Each separate dwelling unit within a duplex unit of one (1) story shall have a finished square footage of not less than 1200 square feet. Duplex units of two (2) stories shall have a minimum square footage of 1500 square feet, not including basement, front porch and garage, and a minimum first floor living area of 1000 square feet.

3. **Permitted Exterior.** No wall board, sheet metal, tar paper, or roofing paper shall be used for any exterior wall coverings or roofs. Aluminum siding, vinyl siding, steel siding may be used for gutters, down spouts, soffit, and

fascia boards. Stone or brick and wood shall be permitted exteriors, provided such materials are suitable quality, grade and coloration to conform and harmonize with other improvements in the Subdivision. Developer will allow vinyl siding with written approval of such. Weight, thickness and color of roof shingles and exterior siding shall be with Developer's approval. Samples of all exterior materials must be provided to Developer prior to approval being granted. No materials other than new materials shall be used for external construction and finish of any structure. The front and sides of the building exterior shall be 25% brick or stone. Variations from the brick and stone requirements may be permitted if approved in writing by Developer. Stone block address is required on front of each home, and must comply with the design provided by the Developer.

4. **Front Porch.** Each residence constructed on a lot in the Subdivision shall contain a front porch of at least one hundred (100) square feet.

5. **Garages.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store a minimum of two vehicles and a maximum of four vehicles. Any such garage shall be in conformity as to exterior, architecture and location with the attached residence.

6. **Trees.** The lot upon which a residence is constructed in the Subdivision shall have two trees planted or installed in the front yard, and behind the side walk. The two (2) trees shall be selected from an approved list of trees, which list shall be maintained by Developer and may be changed from time to time. One of the two trees must be of a CYPRESS variety. The location of the trees shall be shown on the Construction Plans, and approved by Developer. All trees planted or installed as herein provided must have a caliper of not less than two inches (2") when planted or installed.

7. **Sewage Requirements.** All residences shall connect with sanitary sewers.

8. **Excavation.** All materials excavated from any lot in the Subdivision shall not be removed from the Subdivision unless permission is otherwise granted in writing by the Developer.

9. **Swimming Pools.** All swimming pools must be in-ground and enclosed by fencing and shall, in all respects, comply with the ordinances and building codes of the City of Washington and Tazewell County, Illinois, in reference to swimming pools. No above-ground swimming pools allowed. 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 in an approved storage shed or other enclosed building.

10. **Clothesline Restrictions.** No permanent clothesline or posts or other permanent appliances for hanging clothes outside shall be constructed or maintained even temporarily.

11. **Driveways.** All driveways leading from the street to the garage must be of concrete or other materials permitted by the Developer.

12. **Construction Limitation.** No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such building and the general contractor have been approved in writing by the Developer as to the conformity and harmony of external character and design with the character and design of the Subdivision, existing structures in the Subdivision, the Restrictions, covenants and conditions contained herein, location of the building with respect to topography and finished ground elevation, and with a view toward avoiding duplication of design.

13. **Plans and Specifications.** Complete floor plans, building plans (including all elevations and wall sections), specifications, plot plan (including but not limited to building, driveway, sidewalks, lamp post, house walk, side walks, mailbox, trees, and any exterior equipment and utility box location), and architectural drawings illustrating the contemplated external appearance of any dwelling or outbuilding, including chosen construction materials and colors, a sample of the roofing, siding, and brick materials, the main floor and garage floor elevation above the top of the curb, the elevation of top of foundation wall and the garage slab above the top of the curb, the window manufacturer, and the landscape plan ("Plans and Specifications"), shall be submitted to the Developer at least 30 days prior to commencement of any proposed construction. Developer shall also be furnished a drainage plan for the lot.

A. **Windows.** The windows used in the construction of any structure shall be selected from an approved list of window manufacturers, which list shall be maintained by Developer and may be changed from time to time.

B. **Roofing Materials.** The roofing materials used in the construction of any structure shall be selected from an approved list of window manufacturers, which list shall be maintained by Developer and may be changed from time to time.

14. **Approval/Disapproval of Plan and Specifications.** The Developer may, in its sole discretion, and without explanation or justification necessarily offered, approve or disapprove of the submitted Plans and Specification, including but not limited to aesthetic grounds.

15. **Certification of Approval.** In the event of Plans and Specifications approval, the Developer will issue a certificate of approval stating that the proposed construction is acceptable for Mallard Crossing Subdivision. This approval shall be binding upon the Developer providing construction strictly complies with the submitted and approved Plans and Specifications.

16. **Non-Approval.** If the Plans and Specifications, related documentation, or Contractor are not approved, the lot owner agrees to refrain from any construction on the lot, and the Owner has the right to resubmit new plans, designs or drawings for approval to the Developer.

17. **Alteration of Exterior.** No alteration in the exterior of any buildings or structures shall be made without written approval as required herein.

18. **Changes.** No changes or deviations in or from the Plans, Contractors and Specifications as approved shall be made without the prior written consent of the Developer.

(c) **Site Development.** Grading of each building site and setting of finished floor elevations or associated structures shall be completed such that water drainage around and away from completed structure does not encroach on adjacent properties.

The front and side yards of each lot shall be sodded or if a sprinkler system is installed may be seeded by the owner of the lot after substantial completion of any principal structure thereas and as soon as weather reasonably permits. A variance may be granted by the Developer on front yards larger than ten thousand (10,000) square feet. The remaining lot area shall be sodded or seeded as weather permits. The grading of each lot site shall be in conformance with approved engineering and grading plans of Developer.

4. **TEMPORARY STRUCTURES.** No trailers, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and the appropriate authority has issued a certificate of occupancy. Homes shall be completed within nine (9) months of the issuance of the building permits for the homes.

A. **Maintenance of Lot Site During Construction.** During the course of construction, all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste shall be removed from the premises each week or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing on adjacent lots. The intent of this covenant is to maintain and preserve a clean and neat appearance at all times. Also, a dumpster must be maintained on the construction site from the start of framing to the

completion of wallboard installation. No debris may be piled on the lot at any time during construction. Rock, mud, and all other debris must be removed from the street within a reasonable period of time, which in no event will exceed two (2) days. If the Developer determines that a violation of the provisions of this Paragraph 4 has occurred or exists, and the Developer notifies the Owner of the Lot of such violation, the Owner of any Lot upon which the Developer has determined a violation to have occurred or to exist shall immediately, and within forty-eight (48) hours, abate or remedy the violation. Failure to do so may result in Developer abating or remedying the violation, whereupon the Developer shall have a lien upon the Lot for the cost and expense of abating or remedying the violation, together with any and all costs of enforcement of these provisions, including, but not limited to, attorneys fees whether incurred for the purpose of preparation, negotiation, trial, appellate or otherwise.

5. **REPLATTING.** No lot or lots as platted shall be divided so as to result in creating additional lots, unless such division is carried out by Developer on a lot or lots owned by Developers at the time of the division. However, the Developer, at Developer's sole discretion, may permit a portion of a larger lot to be added to an adjacent lot to create a larger lot, and further provided that the location of the new building setback line shall be modified to reflect the new size of each lot.

6. **FOLIAGE REMOVAL.** No trees or significant foliage, other than trees or foliage which are dead, hazardous or reasonably impede construction of a residence, shall be destroyed or removed from any lot without the written consent of the Developer.

7. **OFFENSIVE ACTIVITIES.** No noxious or offensive trade or activity shall be carried on upon any lot or other part of the Subdivision which may be or may become a nuisance, hazard, or danger to the neighborhood.

8. **ANIMALS.** No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet runs or pet enclosure must not be visible from street and approved in writing by Developer.

9. **PROPERTY MAINTENANCE.** All lot owners shall keep their property well maintained and in a presentable condition. In the event a property presents a nuisance or an unattractive appearance because of accumulated debris, weeds, or grasses, the Developer shall attempt to notify the owner of said lot in writing of the objectionable condition of the lot, with said notice to be mailed, if more current information is not available, to the address listed with the Tazewell County Supervisor of Assessments for the mailing of tax bills for said lot. If the condition of said lot is not adequately improved within ten (10) days of the mailing of such notice, the Developer may undertake any such reasonable acts as may be necessary to improve the condition of the lot. Any charges sustained by the Developer may be charged to the lot owner along with interest at 12 percent, costs, and attorney's fees and at the option of the Developer, may constitute and be recorded as a lien against said lot. Such liens may be enforced against the owner's property as permitted by law and the Developer shall have the right to bring action for the collection thereof, and to foreclose such lien.

10. **GARBAGE AND REFUSE DISPOSAL.** 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 containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed from view. Yard clippings or debris shall not be disposed of on lots or common areas.

11. **VEHICLE STORAGE.** No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats or other objects of substantial size, whether operative or inoperative, may be stored on a regular basis within the confines of the Subdivision unless 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 roadways.

12. **SUPPLY STORAGE.** Except as necessarily incidental to construction of buildings and structures on lots, no new or used construction materials, supplies, unused machinery or the like shall be kept or allowed to remain in the Subdivision unless stored and concealed inside a building.

13. **EASEMENTS.** Easements for public utility installation and maintenance are reserved as shown on the recorded plat. Said utilities shall be permitted access to said easement property for the purpose of serving individual lots, the Subdivision and adjoining property with standard public utilities, including, without limitation, electric, gas, water, sewer, storm sewer, television cable, and telephone service. No permanent buildings, structures, or other significant foliage shall be placed on said easements, but the same may be used for gardens, shrubs, landscaping, driveways, and other purposes that do not interfere with the maintenance or use of said easements.

14. **MAILBOXES.** Each residence constructed on a lot in the Subdivision shall have installed a mailbox of which the style, color, location, and model number will be provided by Developer.

15. **OUTDOOR LIGHTING.** All lot owners upon completion of construction of the residence shall install in the front area of their lot, a yard light of which the style, color, location, and model number as provided by Developer.

16. **FENCES.** No fence may be constructed on a Lot without the prior approval of the Developer. The Owner shall submit to Developer, for Developer's approval, the style, color, location, and material to be used in the construction of the fence. No chain-link fences will be allowed or permitted on any Lot.

17. **AMENDMENT OF RESTRICTIONS.** Until the Developer divests himself of all interest in all lots of the Subdivision, the Developer shall retain the right to modify or annul any of the restrictions detailed herein by a written instrument to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois, provided, however, that no such annulment or

modification shall significantly alter or impede the development of the Subdivision as contemplated herein. In furtherance of the foregoing, each deed, mortgage, trust deed, or other instrument affecting the lot shall be deemed an irrevocable power of attorney coupled with an interest in the Developer and a consent to the power of the Developer to make, execute, record amendments. This power shall terminate when the Developer no longer holds title to any lot. Upon the sale of all of the Developer's interest in the Subdivision, these Restrictions may be modified or amended by the affirmative vote of two-thirds (2/3) of the total lot owners in the Subdivision, with the collective owners of each lot to have one vote in regards to any such issue. At the time of amendment, the Developer shall have the right to determine and record in the amendment the setback, footage, and permitted exterior requirements for the property. In furtherance thereof each deed, mortgage, trust deed, or other instrument affecting the lot shall be deemed an irrevocable power of attorney coupled with an interest in the Developer.

18. ENFORCEMENT OF RESTRICTIONS. The Developer, any property owner association, and any lot owner in the subdivision shall be entitled to prosecute in any proceeding any owner violating or attempting to violate any of the restrictions and covenants contained herein, to obtain injunctive relief to prevent said owner from committing or continuing said violation and to recover damages for such violation including attorneys' fees and costs. Failure to enforce the covenants and restrictions shall not be deemed a waiver at the right to do so respecting any violation or subsequent violation.

19. INVALIDATION OF RESTRICTIONS. Invalidation of any portion of these Restrictions by judgment or Court order shall not affect any remaining Restrictions, which shall remain in full force and effect and be constructed, as clearly as possible, with the original intent of the Developer.

20. ASSIGNMENT BY DEVELOPER. The Developer shall have the right to sell, assign, transfer or convey the rights of the Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds. The Developer may, from time to time, appoint a designated agent to act for the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment of said representative.

21. CERTIFICATE OF COMPLIANCE. Upon request of the owner of any lot, the Developer will issue a Certificate of Compliance stating that the building or buildings on said lot comply with these Restrictions if the building does comply.

22. LIMITATION OF LIABILITY. In no event shall any action or inaction by the Developer in regards to his powers or duties expressed herein constitute or give rise to any

liability against the Developer.

CYPRESS RIDGE, LTD., an Illinois corporation

By Scott B. Underwood, Pres.
Scott B. Underwood, President

ATTEST:

Scott B. Underwood, Sec.
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that SCOTT B. UNDERWOOD, personally known to me to be the President and Secretary of CYPRESS RIDGE, LTD., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, he signed and delivered the said instrument of writing as President and Secretary of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Bylaws of said corporation as his free and voluntary acts, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of July, 2005.

Jennifer L. Rokey
Notary Public



**AMENDMENT AND PARTIAL
RESTATEMENT OF AMENDMENT
TO DECLARATION OF
RESTRICTIONS
Tazewell County**

Document No. 2010-9678 filed for record in Recorder's Office
of Tazewell County, Illinois May 28, 2010 at 1124 O'Clock A.M.
Robert A. Lutz, Recorder

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Christopher D. Oswald
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602

**AMENDMENT AND PARTIAL RESTATEMENT OF
AMENDMENT TO DECLARATION OF RESTRICTIONS**

WHEREAS, Cypress Ridge, LTD, an Illinois corporation, recorded that certain Declaration of Restrictions dated July 6, 2005, recorded as Document No. 200500016236 in the Tazewell County Recorder of Deeds office on July 8, 2005 (the "Declaration"); and

WHEREAS, Cypress Ridge, LTD in its capacity as Developer amended those certain restrictions via an Amendment to Declaration recorded November 25, 2009 as Document No. 200900027533 (the "Amendment"); and

WHEREAS, Cypress Ridge Developers, LLC acquired title to the property subject to the Declaration and took assignment of the rights of Developer under the Declaration as amended pursuant to that certain Assignment of Developer's Rights in Cypress Ridge Subdivision recorded December 3, 2009 as Document No. 200900027987; and

WHEREAS, Cypress Ridge Developers, LLC as Developer under the Declaration retains the right pursuant to paragraph 17 of said Declaration to modify or annul the terms of that document; and

WHEREAS, Cypress Ridge Developers, LLC as Developer, in order to improve uniformity within the Subdivision and maintain peaceable relationships with the lot owners, has recently negotiated with a majority of the lot owners in the Cypress Ridge Subdivision a change to the square footage restrictions applicable to homes constructed within the Subdivision and certain other items with respect to the Declaration.

NOW, THEREFORE, Cypress Ridge Developers, LLC, as Developer under the Declaration as amended, hereby further amends the Declaration and partially restates the Amendment as follows:

1. Paragraph 6 of the Amendment amending paragraph 3.A.(b).2. "Footage Requirements" of the Declaration is restated and replaced in its entirety as follows:

2. Footage Requirements. For residences of one level, the first floor living area shall not be less than 1,800 square feet, not including basement, front porch and garage. Dwellings of one and one-half (1½) stories shall have a finished square footage of not less than 2,100 square feet with a minimum of 1,250 square feet living area on the first floor, not including basement, front porch and garage. Dwellings of two (2) stories shall have a minimum square footage of 2,100 square feet, not including basement, front porch and garage and a minimum first floor living area of 1,050 square feet. All residences shall have a full basement. No residence shall exceed two and one-half (2½) stories in height. Each separate dwelling unit within a duplex unit of one (1) story shall have a finished square footage of not less than 1,200 square feet. Duplex units of two (2) stories shall have a minimum square footage of 1,500 square feet, not including basement, front porch and garage, and a minimum first floor living area of 1,000 square feet. The residence located at Lot 1 shall not be subject to the requirements of this paragraph.

2. Paragraph 2 of the Amendment amending paragraph 3.A.(b).4 is amended to strike this paragraph from both the Amendment and the Declaration in its entirety such that there is no longer a requirement for the construction of a front porch.

3. Paragraph 3.A.(b).5. "Garages" of the Declaration is amended to read as follows:

"Each residence constructed on a lot in the Subdivision shall contain an attached enclosed garage adequate to store a minimum of two vehicles and a maximum of four vehicles. Any such garage shall be in conformity as to the exterior architecture and location with the attached residence. Notwithstanding the foregoing, Developer will require that at least eighty percent (80%) of the remaining lots to be developed within the Subdivision have a minimum of a three-car garage."

4. Paragraph 7 of the Amendment, amending paragraph 3.A.(b).3. of the Declaration is amended to strike the terms "*The front and sides of the building exterior shall be 25% brick or stone*" and replacing with "*The front of the building exterior shall be at least 75% brick or stone.*"

5. Paragraph 9 of the Amendment which amends paragraph 3.A.(b).13.A. of the Declaration is amended as follows by adding to the end of paragraph A: "*To the extent available to Developer, Developer will require in the remainder of Section 1 of the subdivision the use of the yard light and mailbox identical to those previously used in Section 1, and will use its best efforts to ensure uniformity in the model and appearance of the yard light and mailbox provided to the remaining owners within the Subdivision.*"

6. Developer agrees that future amendments reducing the square footage requirements of residences and the brick requirement set forth above in relation to Construction Plans or deleting or reducing the garage requirements of paragraph 3.A.(b).5. shall not be made without the consent of at least a majority of the then lot owners (not including Developer-owned lots) within the subdivision. For purposes of signifying the approval of said lot owners, a document signed by at least one owner of each lot representing the majority of the lots within the Subdivision should be recorded with any

such amendment. This paragraph 6 may only be amended by an instrument signed by Developer and a majority of lot owners, and shall not be unilaterally amended by Developer in accordance with paragraphs 17 or 22 of the Declaration.

7. Plan Violation Fee. In the event an Owner commences construction on a lot without first complying with paragraphs 3.A.(a) and (b), in addition to any other remedies to Developer herein, Developer may assess a fee of \$10,000. Homes currently in existence at the time of recording this Amendment and Partial Restatement shall be exempt from the terms of this paragraph 7.

8. Fence Requirements. To the extent that an Owner desires to erect a fence on its lot, said Owner shall submit plans to Developer for approval. Any such fence shall be of a height, size, style, color and composition identical or substantially similar to the fences existing in the Subdivision as of the date of this Amendment.

9. Developer Owned Lots. Any parcel of property within the subdivision which is owned by Developer, subdivided for residential sale, and developed with a residential structure that would otherwise be deemed a "Lot" pursuant to paragraph 3 of the Amendment, but for not having been sold to an end user shall be deemed a "Developer Owned Lot" and shall be subject to the various covenants and restrictions described herein as though it is a Lot.

10. Remaining Terms in Full Force and Effect. All of the remaining terms, conditions and provisions of the Declaration, as amended, shall remain in full force and effect as modified herein with respect to that property specified in the Declaration, excepting that area released from the Declaration pursuant to document dated January 3, 2007, and recorded as Document No. 200700000666 in the Tazewell County Recorder of Deeds office.

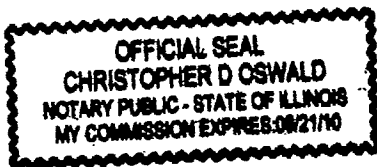
DATED this 28th day of May, 2010.

Cypress Ridge Developers, LLC, an Illinois limited liability company, Developer

By: [Signature]
Paul Gibb, Its Manager

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss.

On this 28th day of May, 2010, before me appeared PAUL GIBB, personally known to me, who stated upon oath that he is the Manager of Cypress Ridge Developers, LLC, an Illinois limited liability company, and that he is duly authorized to execute the foregoing instrument on behalf of said company, and acknowledged that he executed the foregoing instrument as his own free act and deed and as the free act and deed of said company for the uses and purposes set forth therein.



[Signature]