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Tx:4071795

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2017R-01478
CHUCK R. VENVERTLOH
ADAMS COUNTY CLERK/RECORDER
ADAMS COUNTY, ILLINOIS
RECORDED ON
02/22/2017 9:59 AM
REC FEE: 21.00
GIS RECORDER FEE: 1.00
GIS COUNTY FEE: 19.00
RHSP HOUSING FEE: 9.00
ELECTRONICALLY RETURNED

SECOND ADDENDUM TO RESTRICTIONS AND COVENANTS OF TRINITY LAKES SECOND ADDITION

This Second Addendum to Restrictions and Covenants of Trinity Lakes Second Addition ("Second Addendum") is made and entered into as of the 11th day of August, 2015 (the "Effective Date"), by Koontz Development, Inc. (the "Present Owner") and by the other Lot Owners listed on the signature pages hereto. WITNESSETH:

WHEREAS, by Restrictions and Covenants of Trinity Lakes Second Addition dated February 20, 2014 and an Addendum thereto dated October 13, 2014 recorded in the office of the Recorder of Deeds of Adams County, Illinois, respectively, on the 20th day of February, 2014 as Document #2014R-01202 and on December 2, 2014 as Document #2014R-0963 (together, the

“Restrictions”), M & M Land Developers Corporation, an Illinois corporation, subjected certain real estate therein described (the "Lots") to various limitations, covenants and restrictions; and

WHEREAS, under the Restrictions, the limitations, restrictions and covenants continue and remain unaltered unless and until an instrument signed by a majority of the then owners of the Lots (the “Lot Owners”) is recorded changing or amending the Restrictions, in whole or in part; and

WHEREAS, a majority of the Lot Owners have approved, as evidenced by their execution hereof, this Second Addendum and the specific changes to the Restrictions set forth herein, all in accordance with paragraph 27 of the Restrictions.

NOW, THEREFORE, the Lot Owners hereby amend the Restrictions, in accordance therewith, as follows:

1. Paragraph 5 of the Restrictions is deleted in its entirety and the following inserted in lieu thereof:

“5. Materials; Approval of Plans. At least fifty (50%) of the front exterior walls and at least 25% of all overall exterior walls of each residence must be either brick, stone, fiber cement siding or an exterior insulation finish system (“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. Until the Subdivision is fully completed as determined by the Present Owner, no building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Present Owner as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, however, such approval shall not be unreasonably withheld. 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 25% of either brick, stone, fiber cement siding or EIFS or a combination thereof.”

2. Other than the modifications hereinabove provided, the Restrictions shall continue in full force and effect and all remaining provision of the Restrictions are incorporated herein and are hereby modified or supplemented to the extent necessary to conform herewith and in all other respects shall be and continue in full force and effect. This Second Addendum shall be effective as of the Effective Date. Capitalized words and phrases having a defined meaning when used in the Restrictions shall have the same meanings when used herein.

3. This Second Addendum shall be construed under and in accordance with the laws of the State of Illinois and has been adopted by the Lot Owners in accordance with Section 27 of the Restrictions.

[Signature Pages Follow]

IN WITNESS WHEREOF, not less than a majority of the Lot Owners, being sixteen out of thirty-one, have executed this Second Addendum as of the day and year first above written.

Lots 1, 3-16, 19-24 and 27-28 - Present Owner:
Koontz Development, Inc., as assignee of M & M Land Developers Corporation

By: 
Timothy D. Koontz, Its President

Lot 2 - Lot Owners:

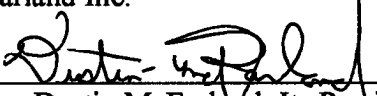

Troy L. Buhrmester


Melissa R. Buhrmester

00524996

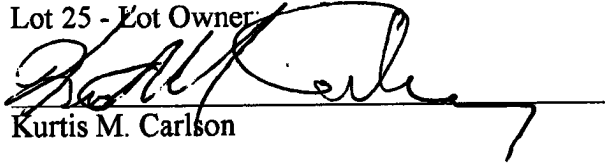
[Signature Page to Second Addendum]

Lot 12 - Lot Owner:
McFarland Inc.

By: 

Dustin McFarland, Its President

Lot 25 - Lot Owner:

A handwritten signature in black ink, appearing to read "Kurtis M. Carlson", is written over a horizontal line. The signature is stylized and cursive.

Kurtis M. Carlson

00524996

[Signature Page to Second Addendum]

Lot 29 - Lot Owner:
Naught Construction, Inc.

By: Charles S. Bach, Jr. 1-25-2017 Judith M. Bach 1/25/2017
Charles S. Bach, Jr.

Lot 30 - Lot Owners:

Nitin Kukkar



Neru Bedi



This Instrument Prepared By:
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Schmiedeskamp, Robertson, Neu & Mitchell LLP
Attorneys at Law
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Quincy, IL 62301
Phone: (217) 223-3030
Fax: (217) 223-1005

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[Signature Page to Second Addendum]