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Authorized By: *Marissa Palmer*

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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 22nd 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

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