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Dabbie Harms Woodford County Recorder
Woodford County, Illinois
RHSP Surcharge \$10

Instrument Prepared By and Return
Recorded Document to:

James J. Manning
Heyl, Royster, Voelker & Allen
Chase Bank Bldg., Suite 600
124 SW Adams St.
Peoria, IL 61602
(309) 676-0400

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE ESTATES AT WILLOW CREEK,
VILLAGE OF METAMORA, COUNTY OF WOODFORD, STATE OF ILLINOIS**

This Third Amendment to Declaration of Covenants and Restrictions of the Estates at Willow Creek ("Declaration") is made and entered into by LCE, Inc., successor in interest to the Owner and Developer, More House Development, Inc., on this 17th day of May, 2006 pursuant to paragraph 4.3 of the Declaration of Covenants and Restrictions filed of record;

9. Construction.

Paragraph 9.1 of the Declaration of Covenants and Restrictions is hereby deleted and replaced with the following:

9.1 Each multiple unit townhome or two family dwelling which is constructed on a Lot in the Subdivision with a Lot size of .344 acres or less shall contain not less than 1,460 square feet of enclosed living space for each single story unit, and not less than 1,500 square feet of enclosed living space for all other multiple unit townhomes (or two family dwellings) constructed in the Subdivision. Single family residences constructed on a Lot in the Subdivision shall contain not less than 1,800 square feet of enclosed living space for each single story, single family residence, and not less than 2,400 square feet of enclosed living space for all other single family residences, including a story and a half residence and two story, single family residences.

601710 03/23/2006 03:20P 1 of 4
Debbie Harms Woodford County Recorder
Woodford County, Illinois
RHSP Surcharge \$10

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Recorded Document to:

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FIRST AMERICAN TITLE

ORDER # 1350207 +

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE ESTATES AT WILLOW CREEK,
VILLAGE OF METAMORA, COUNTY OF WOODFORD, STATE OF ILLINOIS**

This Second Amendment to Declaration of Covenants and Restrictions of the Estates at Willow Creek ("Declaration") is made and entered into by LCE, Inc., successor in interest to the Owner and Developer, More House Development, Inc., on this 3rd day of March, 2006 pursuant to paragraph 4.3 of the Declaration of Covenants and Restrictions filed of record;

2. Definitions.

Paragraphs 2.1.7 and 2.1.8 of the Declaration of Covenants and Restrictions are hereby added as follows:

2.1.7 "Unit" means each individual dwelling unit intended for independent use. Multiple unit townhomes (or two family dwellings) are intended to be built in the Subdivision and each of the individual dwellings shall be considered a separate Unit. In the event any part of the Subdivision is replatted and a subsequent Plat is recorded, then "Unit" shall refer to the Units shown on such replating and such subsequent recorded Plat.

2.1.8 "Unit Owner" means the person or persons whose estates or interests, individually or collectively, own an individual Unit in the Subdivision.

9. Construction.

Paragraph 9.1 of the Declaration of Covenants and Restrictions is hereby deleted and replaced with the following:

9.1 Only single family residences and multiple unit townhomes (or two family dwelling) used for residential purposes shall be constructed, subject to the provision for detached outbuildings at Paragraph 9.10 below. Each multiple unit townhome (or two family dwelling) which is constructed on a Lot in the Subdivision shall contain not less than 1,500 square feet of enclosed living space for each Unit, and not less than 1,800 square feet of enclosed living space for each single story, single family residence. A two story single family residence constructed on a Lot in the Subdivision shall contain not less than 2,400 square feet of enclosed living space. Every dwelling constructed in the Subdivision shall have a full basement. No residential dwelling shall be erected unless the construction plans have been approved by the Developer as required by paragraph 7.1 herein.

Paragraph 9.2 is hereby deleted and replaced with the following:

9.2 Each residence constructed on a Lot in the Subdivision must provide an attached enclosed garage. Multiple unit townhomes (or two family dwellings) shall have garages with at least two (2) bays on each side for each Unit. Single family residences shall have garages with at least three (3) bays. Such garages shall be in conformity with the attached residence as to exterior finish, architecture, and location and incorporated in the construction plans and approved by the Developer as required by paragraph 7.1 herein.

Paragraph 9.3 is hereby deleted and replaced with the following:

9.3 The entire front of each residence shall be finished in brick as selected and determined by Developer and the two courses of brick shall be installed on each side so as to wrap around the front corners of the residence. On corner lots, the front of the residence is deemed to be that portion of the residence which faces the same street that the front entrance to the residence faces.

10. Maintenance and Repair.

Paragraphs 10.5, 10.6, and 10.7 are hereby added as follows:

10.5 Each Unit Owner shall furnish and be responsible for, at the Unit Owner's expense, all maintenance and repairs of Owner's Unit and all structures,

improvements and equipment thereon. Unit Owner's maintenance and repair obligations shall include, but not be limited to, decorating and replacements within the Unit, the heating and air conditioning systems and any partitions and interior walls, in addition to landscaping maintenance on the exterior of the Unit extending to the lot line. The Unit owner shall be responsible for the maintenance, repair and replacement of all interior surfaces of any garage, and any and all other maintenance, repairs and replacements of the Unit unless otherwise provided herein.

10.6 Each Unit Owner shall be jointly responsible for all maintenance and repairs of common utilities shared with an adjoining unit, including but not limited to electrical lines, gas lines, sanitary sewer lines, water lines and telephone and cable.

10.7 Each party wall which is built as a part of the original construction of the dwellings upon the lots and placed on the dividing line between the Units shall constitute a party wall. Notwithstanding any other provisions otherwise provided herein, a Unit Owner who by his negligence or willful act causes damage to the party wall shall bare the whole cost of correcting such damage. The right of any Unit owner to contribution from any other Unit owner under this paragraph shall be appurtenant to the Unit and shall pass to such Unit owner's successors in title. To the extent that any damage to a party wall is not caused by the negligent or wilful act of any Unit Owner, the Unit Owners of adjoining Units shall jointly share in the expense of maintenance and repairs to the party wall.

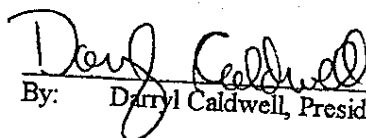
13. Miscellaneous

Paragraph 13.5 is hereby added as follows:

13.5 Real estate taxes are to be separately assessed as to each Unit and shall be the responsibility of the Unit Owner. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then the Association shall collect from each Unit Owner its proportionate share thereof in accordance with its prospective percentage of ownership.

IN WITNESS WHEREOF, LCE, Inc., an Illinois Corporation, has caused these presents to be executed this 22 day of March, 2006.

LCE, Inc., an Illinois Corporation


By: Darryl Caldwell, President

Instrument Prepared By and Return
Recorded Document to:

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

FIRST AMERICAN TITLE

ORDER # 1350207

1 of 4

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF THE ESTATES AT WILLOW CREEK, VILLAGE OF
METAMORA, COUNTY OF WOODFORD, STATE OF ILLINOIS**

1. AMENDMENT

1.1 Paragraph 13.1 is hereby amended to read as follows:

“All residential lots within The Estates at Willow Creek shall be subject to membership in Willow Creek of Metamora Homeowner’s Association, Inc., an Illinois not-for-profit corporation, and the owners of lots in The Estates at Willow Creek shall be members of that homeowner’s association, subject to the rights and obligations established by the organizing documents and bylaws of that association. If any lot or lots in The Estates at Willow Creek are improved with “zero lot line” structures which contain two dwelling units, the owners of each unit shall be entitled to and obligated to accept membership in Willow Creek of Metamora Homeowner’s Association, Inc., an Illinois not-for-profit corporation, with the owners of each dwelling unit having one vote in the homeowner’s association and being obligated to pay dues as a member of the homeowner’s association.”

