

Dwelling Unit shall have less than one thousand seven hundred (1,700) square feet. No duplex Dwelling Unit shall have less than one thousand five hundred (1,500) square feet.

2. **Article IV, USE AND OCCUPANCY OF LOTS, Section 3, Landscaping, Subsection (a), Requirements**, is hereby amended in its entirety as follows:

(a) **Requirements**. All yards must be completely sodded. Lots must have a minimum of one hundred fifty (150) square feet of planting beds, and at least twenty-five (25) plantings.

3. **Article IV, USE AND OCCUPANCY OF LOTS, Section 3, Landscaping, Subsection (b) Landscaping Services**, is hereby amended in its entirety as follows:

(b) **Landscaping Services**. Developer shall contract with a landscaping company to provide landscaping services to the Subdivision for the following maintenance of the Outlots:

- (i) Irrigation
- (ii) Maintenance of any retention walls
- (iii) Maintenance of any fountains
- (iv) Mowing of the grass and maintenance of all plantings
- (v) Planting of annuals at the entryway sign

The Association shall pay the expense of the landscaping services described herein with each Lot Owner paying its proportionate share of such assessment as required in Article VII herein.

4. **Article IV, USE AND OCCUPANCY OF LOTS, Section 22, Fencing**, is hereby amended in its entirety as follows:

22. Fencing. Except for a perimeter fence on the boundary of the Subdivision which may be installed by the Developer along rear Lot lines, no fencing shall be allowed in the Subdivision except the following:

(a) **Invisible Fencing**. Invisible fencing shall be permitted in the rear yard of Lots, PROVIDED such Lots are clearly labeled so as to provide notification that an invisible fence is in place.

(b) **Ornamental Fencing**. Ornamental fencing made of tubular ornamental design, constructed of either aluminum or steel, shall be allowed, PROVIDED the fencing plan is submitted to the Architectural Control Committee for approval prior to installation.

5. This First Amendment to Declaration of Restrictions amends the Declaration of Restrictions between the parties described hereinabove; and, except as provided herein, all other terms of said Declaration of Restrictions shall remain unchanged.

Dated at Peoria, Illinois, this 23rd day of October, 2009.

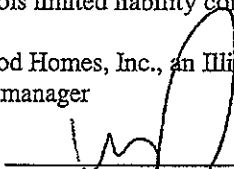
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EXCEL HOMES, L.L.C.,
an Illinois limited liability company

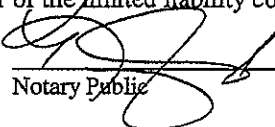
Ironwood Homes, Inc., an Illinois corporation,
its sole manager

By: 
William Peifer, Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for the County and State written above, DO HEREBY CERTIFY that William Peifer, personally known to me to be the Vice President of Ironwood Homes, Inc., an Illinois corporation, sole manager of Excel Homes, L.L.C., an Illinois limited liability company, and also known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act as vice president of the sole manager of the limited liability company, for the uses and purposes shown in the document and that he was authorized to execute this document by the referenced corporation as sole manager of the limited liability company.

Dated: Oct 23, 2009


Notary Public

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13-13-376-001

EXHIBIT A

Lots 1A/B-50 of The Coves of Charter Oak Subdivision as shown on the Final Plat of The Coves of Charter Oak Subdivision recorded October 1st, 2006 as Document No. 06-33341 in Plat Book 10, Page 61 in Peoria County, Illinois.

PIN No. 13-13-376-001

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