

COPY

**AMENDED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
MALLARD POINTE AT BEAVER CREEK SUBDIVISION**

Prepared by and Return to:

**James A. Rodriguez
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(815) 636-9600**

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
MALLARD POINTE AT BEAVER CREEK SUBDIVISION

This Amended Declaration (the "Amended Declaration"), made on the date hereafter set forth, by Youssi Investments, LLC, (hereinafter referred to as "Declarant" and/or "Developer").

WITNESSETH:

WHEREAS, Youssi Investments, LLC, owns fee simple title to certain parcels of real estate in Boone County, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the parcels owned by Declarant were previously owned by Carmen Properties, LLC; and

WHEREAS, Youssi Investments, LLC is the Successor Developer to Carmen Properties, LLC and is now considered Declarant/Developer; and

WHEREAS, Carmen Properties, LLC, placed certain Covenants, Conditions, and Restrictions on the property described in Exhibit "B", (the "Property"), dated October 31, 2006 and recorded on November 7, 2006 in the Boone County Recorder's Office as document number 2006R12387; and

WHEREAS, Declarant desires to develop a single family residential development on the Property to be known as Mallard Pointe at Beaver Creek, a Subdivision in part of Boone County (the "Development"); and

WHEREAS, Declarant desires to amend the Covenants, Conditions, and Restrictions dated October 31, 2006,

WHEREAS, Declarant as owner of lots exceeding two-thirds of the lots of the subdivision hereby submits the Property described in Exhibit "B", (the "Property") to the provisions of this Amended Declaration regulating the use of the Property shown hereon.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions and restrictions hereinafter set forth.

Except as changed below, the Declaration of Covenants, Conditions, and Restrictions of Mallard Pointe At Beaver Creek Subdivision shall remain as dated October 31, 2006 and recorded November 7, 2006 in the Boone County Recorder's Office, as document number 2006R12387.

When used in this Declaration, the following words and terms shall have the following meanings:

Section 1.1 "Common Area" or "Common Areas" and "Conservation Development Area" or "Conservation Development Areas" shall mean those areas designated on the Plat and those areas set aside for conservation areas set aside for conservation use

pursuant to an approved Final Conservation Development Plan/Plat pursuant to Section 7A. 11 of the Amended Boone County Ordinances. Said areas are currently owned by Declarant. At the time that fourteen (14) homes are occupied, Lot 31 will be donated to Mallard Pointe Homeowners Association. Said areas will remain private property with "No Trespassing" allowed at any time for any reason.

ARTICLE III USE OF RESIDENCES AND COMMON PROPERTY

Section 3.5 No fence shall be erected by any Owner on any of said Lots, unless said fence is surrounding an in-ground pool, in such case a see through wrought iron fence, aluminum fence or other fence material as approved by Declarant shall be allowed. In no circumstances shall a wood or chain link fence be allowed at any time for any reason.

Section 3.25 No outbuildings, utility sheds or other structures, regardless of size, shall be constructed on any of the Lots.

ARTICLE IV ARCHITECTURAL CONTROLS

Section 4.2 (a) In order to secure Developer's approval of any proposed Improvement or Improvements, the Owner shall submit to Developer a lot site plan showing the location and dimension of all intended Improvements, drawings, plans and specifications of all exterior surfaces with a minimum of twenty-five percent (25%) brick, stone, or similar material, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials, and such other information the Developer may reasonably require to determine the location, scale, design, character, style and exterior appearance of Owner's intended Improvements ("Plans and Specifications").

(b) Within thirty (30) days after Developer's receipt of the Plans and Specifications, Developer shall notify Owner in writing whether such Plans and Specifications are approved or disapproved, setting forth the reasons for disapproval and the list of changes required by the Developer. If Developer fails to approve or disapprove the Plans and Specifications within said thirty (30) day period, then the Developer's approval shall be conclusively presumed.

(c) If the Developer disapproves the Plans and Specifications, Owner may resubmit, in writing, revisions pursuant to this Article. If written approval is given by Developer, Owner shall secure additional approval from Developer, in writing. Any material change or revision in any Plans and Specifications previously approved must be approved by Developer pursuant to the provisions of Section 4.2.

Section 4.4 All garages must be attached to the resident Dwelling and must be constructed at the same time as the resident Dwelling, and will be at least a three-car garage. Developer prefers a side load garage, notwithstanding Developer's preference, a street facing garage no larger than a two-car garage may be constructed subject to Developer's approval.

Section 4.6 Hereby Deleted.

Section 4.8 Hereby Deleted.

Section 4.9 Hereby Deleted.

Section 4.10 Anything to the contrary hereinbefore stated notwithstanding, the Developer shall have the absolute discretion to depart from or vary the requirements herein.

ARTICLE VI
OWNERS ASSOCIATION

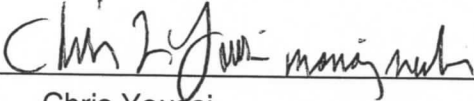
Section 6.5 The Developer shall not be responsible for the payment of any annual assessment on any Lot then currently owned by the Developer.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 The covenants and restrictions of this Declaration shall: run with the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Amended Declaration is recorded in the Office of the Recorder of Deeds of Boone County, Illinois, after which time said Covenants and Amended Covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

IN WITNESS WHEREOF, Youssi Investments, LLC, has caused this Amended Declaration to be signed by its authorized representative, effective the 28th day of September, 2015.

YOUSSI INVESTMENTS, LLC,

By: 
Chris Youssi,
Its Managing Member

This Instrument Prepared by and return to:
James A. Rodriguez
Guyer & Enichen, P.C.
2601 Reid Farm Rd., Suite B
Rockford, IL 61114
(815)636-9600

IN WITNESS WHEREOF, Developer has executed this Declaration effective as of the date first written above and thereby approves, authorizes and consents to said Declaration and the recording thereof.

DEVELOPER/DECLARANT:

YOUSSI RENTALS, LLC

an Illinois Limited Liability Company

By: Chris Youssi
Chris Youssi (Its Sole Authorized Manager)

STATE OF ILLINOIS)
) SS
COUNTY OF BOONE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHRIS YOUSSI, personally known to me to be the Sole Authorized Manager of YOUSSI INVESTMENTS, LLC, an Illinois Limited Liability Company, and personally known 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 and delivered the said instrument as his free and voluntary act of said LLC, for the uses and purposes therein set forth. Given under my hand and official seal this 30th day of September, 2015.

Paula M. [Signature]
Notary Public

EXHIBIT A

Legal Description

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty – Eight (28), as designated upon the Final Plat of Mallard Pointe at Beaver Creek being a Subdivision in part of the Southwest Quarter (1/4) of Section 8, Township 44 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded October 12, 2006 as Document No. 2006R11366 in Plat Index File Envelope 360-B in the Recorder's Office of Boone County, Illinois; situated in the County of Boone and State of Illinois.

Exhibit B

Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH $00^{\circ}-54'-23''$ WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, 2652.38 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH $80^{\circ}-53'-07''$ WEST, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 1356.85 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID QUARTER SECTION; THENCE NORTH $01^{\circ}-08'-21''$ EAST, ALONG THE WEST LINE OF THE EAST HALF OF SAID QUARTER SECTION, 2211.13 FEET; THENCE SOUTH $88^{\circ}-54'-14''$ EAST, 396.35 FEET; THENCE NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, TO A POINT (THE CHORD ACROSS SAID CURVED COURSE BEARS NORTH $45^{\circ}-58'-44''$ EAST, 50.49 FEET); THENCE NORTH $40^{\circ}-53'-24''$ EAST, 183.17 FEET; THENCE NORTH $00^{\circ}08'38''$ EAST, $80^{\circ}53'24''$ EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, 795.45 FEET TO THE POINT OF BEGINNING. SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS, CONTAINING 75.95 ACRES.