

**AMENDMENT  
TO  
LAKEWOOD PRAIRIE LLC  
HOMEOWNERS  
ASSOCIATION  
DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**AMENDMENT TO THE LAKEWOOD PRAIRIE L.L.C. HOMEOWNERS  
ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**WHEREAS**, the Lakewood Prairie L.L.C. Homeowners Association Declaration of Covenants, Conditions and Restrictions was recorded with the Recorder of Deeds of Kendall County on February 2, 2006, recorded as Document No. 200600004446 (the “Declaration”); and

**WHEREAS**, the Declaration created the Lakewood Prairie Homeowners Association (the “Association”); and

**WHEREAS**, the Board of Directors (the “Board”) governs the affairs of the Association;

**WHEREAS**, the Board of Directors desires to adopt several amendments to the Declaration, which the Board believes will benefit the health, safety and welfare of the members of the Association; and

**WHEREAS**, Article 16 Section 16.3 of the Declaration provides for amendments to the Declaration; and

**WHEREAS**, the Board has called a meeting of the Board, pursuant to notice, on [DATE], at which these proposed amendments were considered, discussed, and approved; and

**WHEREAS**, the Board has caused a copy of this Amendment to be mailed to the Owners along with the notice of said meetings; and

**WHEREAS**, the Board has obtained the vote of Owners of not less than sixty-seven percent (67%) of the Units then in the Association pursuant to Article 16, Section 16.3 of the Declaration; and

NOW, THEREFORE, the following shall be considered an Amendment to Article 2, Section 2.3 of the Declaration, whereby any additions are noted below by **bold** and deletions (if any) are noted by ~~striketrough~~, and Article Two, Section 2.3 of the Declaration shall thereafter read as follows:

**2.3. Addition of Property Without Approval of Class “A” Members.**

Developer shall have the unilateral right, privilege and option, from time to time and at any time ~~within seven (7) years~~ from the date this Declaration is recorded, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Land. Such addition shall be accomplished by filing in the Office of the Recorder of Deeds for Kendall County, Illinois, an amendment to this Declaration adding such property, and from and after the date of such filing the property so subject shall be deemed part of the Property for all purposes of this Declaration. Such amendment shall not require the consent of the Class A members as defined in Section 7.5.1. Any such addition shall be effective upon the filing for record of such amendment. Developer shall have the unilateral right to transfer to any other person the said right, privilege and option to add the Additional Land which is herein reserved to Developer, provided that the transfer is memorialized in a written instrument executed by the Developer and recorded in the Office of Recorder of Deeds for Kendall County. The subjection of portions of Additional Land to this Declaration will add members to the Association and increase usage of Recreation Area and Recreation Facilities. Developer and Association shall not be obligated to add on additional Recreation Areas and Recreation Facilities at any time, notwithstanding the increase in membership resulting from the inclusion of Additional Land to the Property.

\* \* \*

NOW THEREFORE, the following shall be considered an Amendment to Article Five, Section 5.2 of the Declaration, whereby any additions are noted below by **bold** and deletions (if any) are noted by ~~striketrough~~, and Article Five, Section 5.2 of the Declaration shall thereafter read as follows:

**5.2. Vehicle Parking and Storage.**

Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, boat trailers and unlicensed or inoperable motor vehicles shall be parked and stored on Units only within garages with the doors thereto closed except when the parked or stored vehicle, boat or trailer is being moved in or out within a ~~forty-eight (48)~~ **seventy-two (72)** hour time frame. Operable, licensed motor vehicles, including motorcycles, shall be parked only within garages or on the driveway or driveway

apron. Operable, licensed motor vehicles, including motorcycles, shall not be parked on the lawn or on any other areas of outdoor open space within any Unit. As used herein, the term “commercial vehicles” does not include two (2) axle vehicles which are not larger than minivans or pick-up trucks.

\* \* \*

NOW THEREFORE, the following shall be considered an Amendment to Article Five, Section 5.8 of the Declaration, whereby any additions are noted below by **bold** and deletions (if any) are noted by ~~striketrough~~, and Article Five, Section 5.8 of the Declaration shall thereafter read as follows:

**5.8. Lighting.**

Seasonal ~~or~~ holiday **decorations shall not be installed any earlier than thirty (30) days prior to a season or holiday and must be removed no later than thirty (30) days after a season or holiday.** ~~decorative lights may be displayed between December first (1<sup>st</sup>) and January tenth (10<sup>th</sup>) only.~~

\* \* \*

NOW THEREFORE, the following shall be considered an Amendment to Article Five, Section 5.9.1 of the Declaration, whereby any additions are noted below by **bold** and deletions (if any) are noted by ~~striketrough~~, and Article Five, Section 5.9.1 of the Declaration shall thereafter read as follows:

**5.9 Fences**

**5.9.1. Permitted types and Heights.**

No fences of any kind, other than board or board fences constructed of unpainted/unstained natural cedar, shall be installed on any Unit. Said fences shall be **less than** four (4) **and no more than six (6)** feet in height and shall conform to the standards shown on Exhibit “C”. ~~Fences installed on a corner Unit shall only be placed behind the single family residence located on such corner Unit and the fences so placed shall not extend beyond the side of the single family residence.~~ **Fences installed on a rectangular corner Unit must be set back off the public sidewalk by a minimum of ten (10) feet. For non-rectangular corner Units, the fences installed must be setback off the public sidewalk at a minimum of ten (10) feet at the back corner of the single family residence facing the side street, and a minimum of give (5) feet off the sidewalk at the rear property line.** The fences installed on said corner Unit shall in no way be an impediment to traffic and

each such fence must comply with all applicable Village requirements. Developer may install fences of varying heights in locations selected by the Developer on the Property. No fences installed by Developer shall be removed by the Unit Owner. Owners may install fences no greater than six (6) feet in height conforming to the standards on Exhibits "C" on the perimeter of the Development.

\* \* \*

NOW THEREFORE, the following shall be considered an Amendment to Article Five, Section 5.10 of the Declaration, whereby any additions are noted below by **bold** and deletions (if any) are noted by ~~striketrough~~, and Article Five, Section 5.10 of the Declaration shall thereafter read as follows:

**5.10. Above-Ground Pools.**

The installation of an above-ground swimming pool within any Unit is prohibited unless such pool is decked and skirted **a minimum of twenty (20) percent of the circumference of the pool** and installed pursuant to plans approved by the R.C.

\* \* \*

NOW THEREFORE, the following shall be considered an Amendment to Article Five, Section 5.14 of the Declaration, whereby any additions are noted below by **bold** and deletions (if any) are noted by ~~striketrough~~, and Article Five, Section 5.14 of the Declaration shall thereafter read as follows:

**5.14. Modifications and Alterations.**

The height of buildings and structures containing dwelling units shall not be increased above the height when initially constructed. The size of the driveways and driveway aprons on Units containing dwelling units shall not be increased at the location of such driveways and driveway aprons changed from the size and location established when initially constructed and installed. No dwelling unit shall be expanded so as to encroach onto the front yard, side yard or rear yard setbacks established by the applicable plat of subdivision or applicable ordinances. The original exterior color scheme of a building or structure may be changed ~~either 1) seven years after the issuance of a certificate of occupancy for the Unit with the written approval of the Review Committee or 2)~~ at any time with the written approval of Developer. Notwithstanding anything to the contrary, Developer may change the original exterior color scheme for Units owned by Developer.

\* \* \*

NOW THEREFORE, the following shall be considered an Amendment to Article Six, Section 6.4 of the Declaration, whereby any additions are noted below by **bold** and deletions (if any) are noted by ~~striketrough~~, and Article Six, Section 6.4 of the Declaration shall thereafter read as follows:

**6.4 Unsightly or Unkempt Conditions.**

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. All rubbish, trash, and garbage shall be stored ~~in the Unit's garage~~ **in exterior storage sheds, enclosures or behind a fenced yard, and must be kept out of the front yard unless during designated trash collection times. All rubbish, trash, and garbage** shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.

\* \* \*

NOW THEREFORE, the following shall be considered an Amendment to Article Seven, Section 7.2.1 of the Declaration, whereby any additions are noted below by **bold** and deletions (if any) are noted by ~~striketrough~~, and Article Seven, Section 7.2.1 of the Declaration shall thereafter read as follows:

**7.2.1. Board.**

The Association shall have a Board of Directors (the "Board") of no less than three (3) and no more than five (5) directors, who ~~need not be members of the~~ **must be the record owner of a Unit within the** Association, who shall be elected by the members of the Association at such intervals as the Articles of Incorporation and By-Laws of the Association shall provide, except that the first Board and subsequent Boards (until the Turnover Date) shall be appointed by Developer.

Except to the extent expressly set forth herein above, the remaining provisions of the Declaration shall continue in effect without change.

This Amendment shall take effect and shall be deemed adopted upon the recording of this Amendment.

NOW THEREFORE, we the undersigned members of the Board of Lakewood Prairie Homeowners Association consent to the aforementioned.

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BEING ALL OF THE MEMBERS OF THE  
BOARD OF DIRECTORS

**PREPARED BY:**

Tressler LLP  
Kathryn A. Formeller  
233 S Wacker Drive, 61<sup>st</sup> Floor  
Chicago, IL 60606

A F F I D A V I T

I, \_\_\_\_\_, do hereby certify that I am the duly qualified and acting Secretary of The Lakewood Prairie Homeowners Association, an Illinois not-for-profit corporation, and as such am the keeper of the records and files of the Association. I do further certify that at least the affirmative vote of sixty seven percent (67%) of the Owners have approved this Amendment pursuant to Article 16, Section 16.3 of the Declaration.

IN WITNESS WHEREOF, I hereunto affix my hand and seal on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary

SUBSCRIBED and SWORN to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public