

AMENDMENT NO. 2 TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR GROVE ESTATES
SUBDIVISION

This document prepared by and mailed to:

Grove Estates Homeowners Association
3108 S. Rt. 59, Suite 124 #373
Naperville, IL 60564
Phone: 630-357-3300

This Amendment to the Declaration of Covenants and Restrictions for Grove Estates Subdivision is made this _____ day of April, 2014, by Grove Venture, LLC, and Illinois Limited Liability Company, (hereinafter referred to as "Covenator").

WITNESSETH:

WHEREAS, the Covenator is or was the owner of the real property commonly known as Grove Estates Subdivision and legally described in Article I, Section 1 of the Declaration, recorded in Kendall County on March 15, 2007, as Document No. 200700008782 and which legal description is incorporated herein by reference, (hereinafter referred to as "Development Tract");

WHEREAS, the Covenator reserved the ability to amend the Declaration in Article XI, Section 3 of the Declaration.

NOW THEREFORE, Grove Venture, LLC, as Covenator hereby amends the Declaration as follows:

1. Article VII, Section 1, shall be amended to read as follows:

Section 1 (a). Mailboxes shall not be blocked by parked vehicles during mail delivery times.

(b). All automotive work shall be done in the homeowners garage only. No automotive work may be done in the street or driveway.

(c). All homeowners personal vehicles shall be parked in their respective driveways whenever possible. Street parking should be available for your guests. Street parking of any vehicle within the streets of Grove Estates Subdivision for more than 24 hours is prohibited and subject to a fine.

(d). Overnight street parking of vehicles is prohibited and subject to a fine. "Overnight Parking" is hereby defined as the parking or storage of cars, trucks, tractors, motor homes, or other vehicles on streets from the hours from sundown to sunup, except temporarily disabled vehicles which as protected by flares or other signal devices.

- (e). Vehicle Storage in Driveway. Homeowners are responsible to keep the area between the street and their setback line in an attractive condition. Therefore when vehicles stored in a resident's driveway decrease the attractiveness of Grove Estates, the homeowner will be asked to move the vehicle. If the vehicle is not moved in a timely manner, homeowner is subject to a fine. Any vehicle that can be seen from the street as not being used, may be considered unsightly (at the discretion of the Grove Estates Homeowners Association), (hereinafter referred to as Association).
- (f). In order to enforce the Grove Estates By-Laws and Rules and Regulations, the Association may levy, assess and collect reasonable fines, as established by the Association to cover such costs as time or labor, legal expense, postage, etc. for violation of published rules and regulations. The fines shall be assessed against the homeowner involved for any violations. Failure to pay such fines in a timely manner may result in filing of a lien against the Homeowner's property to ensure payment.

Fines shall be as follows:

1. First Violation - Warning Only
2. Second Violation - \$50.00 fine
3. Third Violation and subsequent Violations - \$75.00 plus any legal costs incurred

A written notice will be sent by the Association to the homeowner in violation of the Covenants and Restrictions indicating violation and fine to be levied. If the violation is corrected within a 24 hour period, the fine will be rescinded. Homeowners appealing the fines or violations may direct the appeal to the Association for consideration.

In the event a fine is not paid within thirty (30) days from the date of levy, or in the event the Homeowner continues violations, and after reasonable time for an appeal before the Association, legal action may ensue. In the event Homeowner fails to pay levied fines, the Association will institute legal action for its collection as well as legal fees and court costs.

- (g). No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, Grove Venture, LLC has caused this Amendment No. 2 to the Declaration of Covenants and Restrictions for Grove Estates Subdivision to be executed by its legally authorized members/managers, whose signatures are hereunto subscribed, on the day first above written.

Grove Venture, LLC, an Illinois
Limited Liability Company

By: _____
Camille O. Hoffmann, Member/Manager

By: _____
Joseph D. Hartman, Member/Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, THE UNDERSIGNED, A Notary Public in and for the County and State aforesaid, do hereby certify that CAMILLE O. HOFFMANN and JOSEPH D. HARTMAN, personally known to me to be members and managers of the GROVE VENTURE, LLC, an Illinois Limited Liability Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such member/manager, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of April, 2014.

Notary Public

LEGAL DESCRIPTION/DEVELOPMENT TRACT

LOTS 1 THROUGH 60 INCLUSIVE IN GROVE ESTATES, ACCORDING TO THE PLAT THEREOF
RECORDED OCTOBER 12, 2006 AS DOCUMENT 2006000032893, IN KENDALL COUNTY, ILLINOIS.