

THE COMMONS AT PRAIRIE HILL
DECLARATION OF COVENANTS
AND RESTRICTIONS

Prepared By and Return To:
The Commons At Prairie Hill L.L.C.
2115 Harlem Road
Loves Park, IL 61111

THE COMMONS AT PRAIRIE HILL

DECLARATION OF COVENANTS AND RESTRICTIONS

The Declaration made this _____ day of _____, 2004 by The Commons at Prairie Hill, L.L.C., an Illinois Corporation, (sometimes called Developer) hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property described as follows:

Lots One (1) and Eight (8) as designated upon the Plat of Section Sixteen (16), Township Forty-six (46), Range Two (2) East of the Third (3rd) Principal Meridian, as subdivided and laid out under the direction of the Trustees, the Plat of which is recorded in Book 2 of Plats on Page 205 in the Recorder's Office of Winnebago County, Illinois excepting therefrom the premises dedicated for road purposes by instrument dated January 22, 1947 and recorded in Book 566 in Recorder's Records on Page 275 in said Recorder's Office, also excepting therefrom the premises dedicated for road purposes by instrument dated January 5, 1966 and recorded in Book 1207 in Recorder's Records on Page 473 in said Recorder's Office; situated in County of Winnebago and State of Illinois.

WHEREAS, Declarant desires to create thereon a residential community for the annual benefit of the owners of said lots, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said community, and for the maintenance of the common areas of the aforesaid, and desires to subject the real property described herein to the Covenants, Restrictions, and Easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Declarant hereby declares that all of the real property described above, and each part thereof, shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, all of which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - Use Restrictions

The subdivision Lots shall be occupied and used only as follows:

1. Each lot shall be used as a residence for a single family. No building shall be erected, maintained or used on any lot for manufacturing, commercial, industrial or business purposes and no noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance.
2. No lot within the Subdivision may be further subdivided into a smaller parcel of land.
3. No animals, livestock or poultry of any kind may be raised, bred or kept on any lot. However, dogs and household pets may be kept on lots so long as they are not kept, bred or maintained for commercial purposes. No stables, kennels, or other quarters shall be erected, maintained or used on any lot for the stabling or accommodating any dogs, cats or any other animal. However, a single dog run enclosure ("Run") may be permitted on a lot provided the Run complies with the following requirements:
 - A. The Run must be attached to the rear of the house or garage and no portion of the Run shall extend into either side yard of the lot;

- B. The Lot Owner shall provide the Developer a drawing showing the dimensions and the location of the proposed Run in accordance with the above requirements no less than ten (10) days prior to the installation of the Run.
- C. It is suggested that a "silent electric fence type" be installed in lieu of a dog run.

4. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas. No visible tank for the storage of oil, gas or any other material shall be erected or maintained on any lot.

5. No commercial vehicles, trucks over three-quarter ton, trailers, mobile homes, campers, snowmobiles, recreational vehicles, boat or horse carriers, inoperable or junk vehicles, or other similar vehicles and accessories may be kept or stored on any lot or on the surrounding premises of any lot (with the sole exception of a contractor's vehicle during the period of construction) unless the same are fully enclosed within the garage located on such lot.

6. No above ground swimming pools are permitted on any lot unless surrounded by a wood deck and in compliance with all city ordinances.

7. Except as hereinafter provided, no advertising sign or billboard, other than a temporary "FOR SALE" or "FOR RENT" advertising sign of not greater than eight (8) square feet in size, shall be erected or maintained on any lot. A sign displaying the name of the general contractor and/or architect of a house may be erected during construction of said house providing that the sign does not exceed eight (8) square feet in area and is removed immediately after completion of the house.

8. Until the plans and specifications have been first submitted to and approved in writing by the Developer before construction, no gazebos, outbuildings, satellite dishes and other aerial type antennas or similar appurtenances shall be constructed upon the property. One communications satellite dish which is screened from public view with landscaping or via other reasonable manner shall be permitted on any lot, provided that the style, materials, color and location of the equipment on the lot shall be approved in writing by the Developer.

9. All lawn areas are to be maintained in good condition at all times. No garden, other than decorative flower beds, shall be located in the front or sides of any dwelling. Small vegetable gardens shall be in the rear of the lot.

10. Declarant or the transferees or assignees of Declarant shall undertake the work of developing all lots included within the Subdivision. The completion of that work, and the sale, or other disposition of residential units is essential to the establishment and welfare of the

Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant, contractors or subcontractors of Declarant from doing, on any part or parts of the Subdivision owned or controlled by Declarant in connection with the completion of such work, including, but not limited to, the right to construct and maintain such structures as may be necessary; maintain such sign or signs as may be necessary and do all other things necessary for the sale of the lots thereon.

ARTICLE II - Architectural Control

No building shall be erected or maintained on any lot unless it is a single-family dwelling designed and equipped for occupancy as a private residence by a single family only. No more than one single family dwelling shall be maintained on one lot at the same time. The restrictions as set forth in this paragraph shall not apply to any temporary facility used by a contractor during the normal course of construction.

1. The residence must be completed within one (1) year from the date construction commenced.
2. A blacktop or concrete driveway must be installed within seven (7) months from the date of occupancy.
3. All designated lawn areas of each single family dwelling must be installed within seven (7) months from the date of occupancy. All designated lawn areas shall be regularly maintained; mowed and trimmed during the season. All other lot areas shall be maintained according to city ordinance.
4. Each single-family dwelling constructed in the subdivision shall comply with the following minimum area requirements exclusive of any open porches, garage or basement: (A) 1,000 square feet finished area for a ranch home; (B) 1,350 square feet finished area for a two-story home; © all other structures shall be approved based on architectural merit. A ten percent (10%) reduction in square footage of a structure may be permitted as an exception for architectural merit determined solely by the Developer or his agents or assigns.
5. No fence, exterior addition, alteration or improvement upon any existing structures shall be made until the plans and specifications showing the nature, content, shape, color, height, materials, and location of the same have been submitted to and approved in writing, by the Developer or his agents or assigns. All fences shall be a dog eared type wood fence.

ARTICLE II - Owner's Obligation to Maintain and Repair

Each Owner shall, at his sole cost and expense, maintain and repair his residence, keeping same in a condition comparable to the condition of such residence at the time of its initial construction.

ARTICLE III - Covenants Run with the Land

Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all the restrictions, conditions, covenants and reservations set forth in this Declaration, and to the jurisdiction, rights and powers of the Declarant created or reserved by this Declaration.

All of the impositions and obligations imposed under this Declaration shall run with the land and bind every owner of any interest in each lot or part of any lot in the Subdivision and inure to the benefit of every owner in like manner.

ARTICLE IV - General Provisions

1. Declarant, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, easements and reservations, now or hereafter imposed, by the provisions of this Declaration. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidate of any one of these covenants or restrictions by judgement or court order shall not in any way affect any other provision, all of which shall remain in full force and effect.

3. No breach of any other conditions herein contained or any action by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to any lot or residence thereon; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

4. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, until such time as they may be amended as provided herein.

IN WITNESS WHEREOF, said Declarant has caused its name to be signed to these presents by its managing member this _____ day of _____, 2004.

THE COMMONS AT PRAIRIE HILL, L.L.C.

By _____
William H. Rogers, Managing Member

STATE OF ILLINOIS
WINNEBAGO COUNTY ss

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT William H. Rogers, personally known to me to be the managing member of the limited liability company who is the grantor and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such managing member he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2004.

Notary Public