

**COOPY**

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**DECLARATION OF CONDITIONS AND RESTRICTIONS OF  
CANYON RIDGE, PLAT 3, THE PLAT OF WHICH SUBDIVISION  
IS RECORDED IN BOOK 45 OF PLATS, ON PAGE 178  
IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS**

The undersigned, MAYWOOD DEVELOPMENT CO., INC., an Illinois corporation, ("Developer"), as owner, pursuant to a general plan for the development of the lots in the Subdivision and to promote the sale of the said lots therein, holds the real estate and subjects it to the following conditions and restrictions:

The following conditions and restrictions shall at all times and under all conditions be construed to be and are covenants running with the land, and shall be binding on all parties (lot owners), their heirs, executors, administrators and assigns, and on all persons claiming by, through or under them until September 1, 2015.

1. Only one single family residence dwelling with two or three car attached garage shall be erected on any lot in the subdivision. No building shall be erected or altered upon any building lot in this subdivision until the proposed building (or the alteration) design and the location on the lot have been submitted to and approved by the developer, MAYWOOD DEVELOPMENT CO., INC., or its successors or assigns.

2. The ground floor area of any single story residence erected on any lot in the Subdivision shall not be less than 1600 square feet. The ground floor area of any two story residence shall not be less than 2000 square feet on the combined first floor and second floor levels with a minimum of 1100 square feet on the first floor. Any tri-level residence shall not be less than 1600 square feet on the combined main floor and second floor levels.

The square footage shall not be the only determining factor in approval of plans. In computing square footage open porches, breezeways, basements and attached garages shall be excluded. If the developer or its successors or assigns fails to approve or disapprove such plans within 30 days after such plans have been submitted to it, approval shall be waived, but in no event shall the requirement for minimum living space as required herein be waived and the architectural design shall in all events be consistent with the architectural design of the existing residential buildings. All driveways shall be surfaced.

3. No residential structure shall be erected or placed on a fractional lot unless it is in conjunction with another full lot. No lot or part of a lot may be resubdivided without first obtaining the written approval of the developer.

4. No dwelling or garage shall be occupied as a residence until the entire unit, house and garage, shall have been completed, including exterior painting, and is ready for occupancy. The use of tar paper for the outside surface of any building shall not be permitted nor shall roll roofing be permitted.

5. The grade elevation of any residential structure shall not be less than 2% above the finish grade elevation at the front lot line of said property, unless variance approved by the Developer or it's appointee. After construction has been completed, the lots will be so graded by the owners as to cause drainage to be toward the street upon which said dwelling faces, unless variance approved by the Developer or it's appointee. Any owner shall, within a reasonable time after occupancy of the dwelling, cause grass to become established over the entire dirt area of the lot, and shall maintain such grass in a mowed condition from lot line to lot line, including all easements, ditches and drainage ways.

6. Easements affecting all lots are reserved as shown on the recorded plat for utility installation and maintenance.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

8. No animals other than house pets shall be allowed and all pets shall be kept so as not to constitute an annoyance to the neighborhood.

9. Neither the buildings on said premises or any part of said premises shall at any time be used or maintained for commercial purposes of any kind or nature or for the purpose of storage of junk or for the purpose of conducting, using or maintaining therein any business or commercial enterprise.

10. All vehicles kept on premises shall at all times be in operating condition and no vehicle shall be placed on blocks or jacks for purposes of repair or storage.

11. Owners of vacant lots shall mow said lots at least monthly during the growing season.

12. No fence shall be erected between the street and the front building setback line. No chain link fence shall be erected on the premises. Any fence erected shall not exceed 5 feet in heights and shall be approved as to design and location by the developer prior to its erection.

13. All lots shall be subject to the applicable city, county and state zoning and sanitary laws, ordinances and restrictions.

14. All lots shall be subject to any special assessments that may be levied against said premises subsequent to the date hereof. Any sidewalks required by the City of Rockford shall be installed and paid for by the purchaser of the lot.

15. No above ground swimming pools shall be permitted on any lot.

16. In the event of violation of any of the covenants and restrictions, the Developer or any lot owner may commence proceedings to enforce these covenants and restrictions or to restrain violation thereof.

17. Invalidation of any of these conditions and restrictions by court order shall in no way affect any of the other provisions. The costs and attorney's fees incurred by a party seeking to enforce these restrictions or restrain the violator of the restrictions shall be paid by the party causing the violation.

18. By acceptance of a deed or an agreement for deed containing the restrictions set forth herein, the grantees expressly covenant and agree to the observance of all restrictions and expressly covenant and agree that they will not violate any restrictions. These restrictions and conditions shall be binding upon the owners, assigns and heirs of all subsequent owners of this property. The conditions and restrictions shall terminate on September 1, 2015 unless a majority of the owners, by written agreement signed by a majority of the owners, agree to extend and record the agreement in the Recorder's Office of Winnebago County, Illinois.

Dated this 1 day of Nov., 2005.

MAYWOOD DEVELOPMENT CO, INC..

By: Donald E. Wernberg  
Donald E. Wernberg, President

Subscribed and sworn to before me  
this 1 day of Nov., 2005.

Janice L. Shimaitis  
Notary Public



Drafted by:  
Charles D. Schlueter  
Attorney at Law  
4023 Charles Street  
Rockford, IL 61108

Return to:  
Donald Wernberg  
3453 Twin Ridge Lane  
Rockford, IL 61109