

**SUBDIVISION
RESTRICTIONS
AND COVENANTS
PLAT NO. 1 OF
HIGHLAND MEADOWS**

THIS DECLARATION is made this 28th day of September, 2005, by Robert R. Kleckner. Where no distinction is required by the context, Robert R. Kleckner will be referred to in this Declaration as the "Declarant."

Declarant is the owner of fee simple title in and to that certain real property situated in Winnebago County, Illinois, known as Plat No. 1 of Highland Meadows, as shown on the plat (the "Plat") of subdivision recorded as Plat of Subdivision in the office of the Recorder of Deeds of Winnebago County, Illinois, on June 28, 2005, in Book 45 of Plats on Page 67 as Document No. 0506759 and which is referred to in this Declaration as the "Subdivision."

The Subdivision consists of residential lots numbering 1 through 40 as shown on the Plat. It is the intention and desire of Declarant that the Subdivision be developed into a first-class, protected community of homes, and it is the present purpose of Declarant in executing this Declaration to subject the Subdivision to the restrictions, conditions and covenants set forth below, each and all of which are for the benefit of each current and subsequent owner of any parcel in the Subdivision.

NOW, THEREFORE, in consideration of the recitals set forth above, Declarant declares and agrees that:

1. Each lot in the Subdivision shall be held, sold and conveyed subject to the following restrictions and conditions, which shall be construed as covenants running with the land, binding on all parties having any right, title or interest in the Subdivision or any part of the Subdivision and on their heirs, successors and assigns (all of whom are collectively referred to as "Lot Owners" and individually referred to as "Lot Owner") and shall inure to the benefit of each Lot Owner.

2. Each lot of the Subdivision shall be used in accordance with the R1 Residential District of the Village of Roscoe Zoning Ordinance in force on the date hereof.

3. Only one (1) single-family residence dwelling with not less than a three-car attached garage shall be placed on any lot in the Subdivision, except for lot 9 which has a two and one-half (2½) car attached garage. No out-buildings will be allowed. Driveways on any lot in the Subdivision shall be hard surfaced such as blacktop, concrete, brick or pavers from garage to street.

4. The ground floor area of any single-story residence erected on any lot in said Subdivision shall be not less than 1,800 square feet; any two-story residence shall not be less than 2,200 square feet on the combined first floor and second floor levels; any tri-level residence shall not have less than 2,000 square feet of finished area. In computing square footage, open porches, basements and attached garages shall be excluded.

5. A residence may not be constructed or remodeled on any lot until the plans are approved in writing by Declarant or his designated agent.

Design approval includes design, exterior colors, and conformity with the general harmony, topography and development of each residence in the subdivision. Brick or stone shall be incorporated into the exterior design of any residence constructed.

6. A residence may not be constructed nearer to any lot line than the building set back lines shown on the recorded Plat.

7. The residence may not be occupied until the house and garage are completed and the municipality has issued an occupancy permit. Construction must be completed within 1 year after issuance of the building permit.

8. No above-ground swimming pools are permitted. No outside antennas are allowed. Satellite dishes shall be allowed, but may not exceed 24 inches in diameter. All satellite dishes must be installed on the rear portion of the roof or building or in the back yard of the residence. No satellite dish shall be installed in the front or side yard or on the front or side of any residence.

9. Exterior lighting shall be designed in such a manner so as not to illuminate any area beyond the homeowner's property line.

No boat, trailer, commercial vehicle of more than one-ton capacity, recreational vehicle, motor home or inoperable vehicle shall be parked or stored on the premises, unless contained within an attached garage. No above-ground or underground gas or oil storage tanks are permitted. No signage shall be allowed on any residential lot except for a normal "For Sale" sign.

10. No fence shall be erected between the street and the back of any residence erected on such lot. Any fence erected on the property shall not exceed six (6) feet in height. No chain link or wire-type fencing shall be constructed.

11. Easement for the installation and maintenance of drainage facilities and public utilities are reserved as shown on the recorded plat. Within these easements, no structure shall be erected which may interfere with the installation and maintenance of public utilities, or which may change the directional flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. It is the responsibility of each lot owner to prevent any soil erosion and sedimentation to leave the site. Each lot owner shall install and/or maintain temporary erosion and sedimentation structures, as required, until permanent seeding can be installed. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or public utility company is responsible.

12. Each lot shall be maintained by the owner thereof with weeds to be cut at least four times each summer. No trash or garbage shall be allowed to accumulate on any lot. All landscaping must be completed within 1 year after construction is completed.

13. Only dogs, cats and household pets may be kept on the premises. However, they shall not be kept, bred or maintained for commercial purposes. No horses or farm animals shall be kept on the premises. No dog runs, cages or shelters will be allowed.

14. The restrictions and covenants run with the land and are binding upon all owners and all persons claiming under them.

15. Any lot owner may enforce these restrictions and covenants against any person who violates any restriction or covenant. The remedy may be either damages or a restraining order or both.

16. Invalidation of any of the restrictions or covenants by court order does not affect any of the other provisions which remain in full force.

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO)

Robert R. Kleckner, as owner, has caused this instrument to be signed by its duly authorized officer this 28th day, of September, 2005.

Robert R. Kleckner

Robert R. Kleckner,

9-28-05

Date

Subscribed and sworn to before me this 28th day of September, 2005.

Michael Z. Dohm

Notary Public



Prepared by and Return to:
Robert R. Kleckner
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Rockford, IL 61114
815-877-3735