

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF OGLE)

This is to certify
Investments,
Certificate,
of Commun

This is to certify that Nordic Investments, Inc., Owners of the land described in the attached plat, has caused the same to be surveyed, subdivided and platted as shown by the plat for uses and purposes as indicated therein, and do hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated this 2

This Subdivision is hereby named and shall be known as HOMESTEAD, a subdivision in part of the Southeast Quarter of Section 2, Township 24 North, Range 11 East of the Fourth Principal Meridian, Ogle County, Illinois

THE PROTECTIVE COVENANTS ARE THOSE ITEMIZED BELOW AS WELL AS THE ORDINANCES AND RESTRICTIONS ADOPTED BY THE VILLAGE OF STILLMAN VALLEY.

1. NO VEHICLE EXCEEDING 3/4 TON IN CAPACITY SHALL BE ALLOWED TO BE PARKED ON ANY LOT OR ON ANY VILLAGE STREET WITHIN THIS DEVELOPMENT. A VEHICLE EXCEEDING 3/4 TON MAY BE PARKED WITHIN A GARAGE ON THE PREMISE.

2. NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY PREMISES IN SAID SUBDIVISION UNTIL THE PLANS THERETO HAVE BEEN APPROVED IN WRITING BY THE UNDERSIGNED SUBDIVIDERS, THEIR SUCCESSORS OR ASSIGNS.

3. NO OUTBUILDING WILL BE ALLOWED THAT EXCEEDS 600 SQUARE FEET IN AREA. THE EXTERIOR OF THE OUTBUILDING SHALL BE CONSTRUCTED OF SIMILAR MATERIAL AS THE MAIN STRUCTURE, AND BE ARCHITECTURALLY SIMILAR.

STATE OF
COUNTY C

I, Rebe
aforesaid, I
Investments,
subscribed t
acknowledge
voluntary act

Dated and approved this 25 day of May, 2000, A.D.

Given under

BY James W. Smeja
NORDIC INVESTMENTS, INC
James W. Smeja, President
6901 KISHWAUKEE ROAD
ROCKFORD, IL 61109

ⓔ 26 50
+ 15 30

DECLARATION OF COVENANTS
AND RESTRICTIONS

This Declaration (the
"Declaration") is made this 15th day
of JUNE 2007, by
Nordic Investment Corporation
(hereinafter referred to as
"Declarant")

WHEREAS

A Declarant owns fee simple title to a certain parcel of real estate in the County of Ogle State of Illinois, legally described in "Exhibit A" attached hereto and made a part hereof (the "Property"), and

B Declarant is desirous of submitting the Property to the provisions of this Declaration.

NOW THEREFORE Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I
Definitions

When used in this Declaration, the following words and terms shall have the following meanings:

1.1 "Declarant" shall mean and refer to Nordic Investment Corporation. Declarant shall also mean any such successor or assignee of Declarant designated as a "Declarant" in any instrument recorded for such purpose. Such successor or assignee shall be deemed to be a Declarant and entitled to exercise any and all rights of Declarant provided herein.

1.2 "Improvement" or "Improvements" shall mean and include any and all buildings, outbuildings, additions to existing buildings or structures, driveways, fences, dog runs or kennels, pools, decks, antennae, satellite dishes and all other structures of every kind and description.

1.3 "Owner" shall mean and refer to the record owner, whether one or more persons, of fee simple title to the Property or any part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. The term "Owner" shall include the Declarant to the extent Declarant owns any part of the Property.

1.4 "Property" shall mean and refer to the property described on "Exhibit A" attached

ARTICLE II

Declaration Purposes and Property Subjected to Declaration

2.1 The Declarant, for itself, its successor and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth in this Declaration.

2.2 The Declarant desires to (i) prevent improper use of the Property which may depreciate the Property or other surrounding property, (ii) ensure adequate and reasonable development of the Property, (iii) prevent haphazard and inharmonious development, and (iv) in general provide for the highest quality environment for the Property.

ARTICLE III

Architectural Controls

3.1 No Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted within the Property without the prior written approval of Nordic Investment Corporation, 6901 Kishwaukee Road, Rockford, Illinois 61109 ("NIC") or the assignee of NIC of the Plans and Drawings for such approval (as defined below) obtained in the manner hereinafter set forth. Approvals shall not be arbitrarily, capriciously or unreasonably withheld.

3.2 In order to secure NIC's approval of any proposed Improvement or Improvements within the Property, the Owner shall submit to NIC a set of the following:

- A The Lot site plan showing the location and dimension of all intended improvements, and
- B Drawings of all exterior surfaces, showing elevations and grade.

All of the foregoing hereinafter shall be collectively referred to as the "Plans and Drawings".

3.3 Within fourteen (14) days after NIC's receipt of the Plans and Drawings, NIC shall notify Owner in writing whether such Plans and Drawings are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval and shall list the changes required by NIC. If NIC fails to so approve or disapprove the Plans and Drawings within said fourteen (14) day period, then the Plans and Drawings shall be deemed to be approved by NIC.

3.4 If NIC shall disapprove all or any portion of the Plans and Drawings submitted as aforesaid, the reasons for disapproval must be given in writing, and the Owner shall revise the Plans and Drawings to incorporate the changes required by NIC and shall deliver a set of revised Plans and Drawings to NIC. NIC shall have ten (10) days after its receipt of said revised Plans and Drawings to determine whether Owner has complied with NIC's requested changes. If NIC fails within said ten (10) day period to advise the Owner in writing whether it approves or disapproves any such revised Plans and Drawings, then the revised Plans and Drawings shall be deemed to be approved by NIC. If NIC shall disapprove all or any portion of said revised Plans and Drawings, Owner shall revise the Plans and Drawings in the manner set forth in this Section 3.4 until such time as NIC shall approve or be deemed to have approved said Plans and Drawings.

3.5 The Owner shall secure the approval of NIC with respect to any material change or revision in any Plans and Drawings approved in accordance with this Article III in the manner provided in this Article for the approval of Plans and Drawings.

3.6 Neither Declarant nor NIC nor any of their agents, employees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Drawings to any one or more of them for approval by reason of the good faith withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Drawings.

ARTICLE IV
Restrictions and Obligations

4.1 No commercial vehicles, trucks, mobile homes, motor homes, campers, boat or horse trailers, inoperable or junk vehicles, trailers, boats, snowmobile or other recreational vehicles shall be stored on the Property for a period of more than seven days unless said vehicle has been screened or shielded from view in a manner approved by NIC pursuant to Article III.

4.2 No commercial vehicles in excess of 10,000 lb. gross vehicle weight shall be stored or parked on any lot in the subdivision.

4.3 No visible tank for storage of oil, gas or any other material shall be erected or maintained on any lot.

4.4 Except as hereinafter provided, no stables, kennels or other quarters shall be erected, maintained or used on any lot for stabling or accommodating any horses, dogs, cats, cattle, swine, goats, sheep, bees, fowl or any other animals. One outdoor dog run is permitted on a lot with the written approval of the style, material and location of the run on the property by NIC pursuant to Article III.

4.5 No fence of any type shall be erected on any lot without being approved by NIC pursuant to Article III.

4.6 Except as hereinafter provided, no advertising sign or billboard, other than a single temporary "For Sale" or "For Rent" advertising sign of not greater than six (6) square feet in size, shall be erected or maintained on any lot. A sign displaying the name of the general contractor, developer, real estate broker, real estate agent and title company may be erected during construction of the houses provided that the sign is removed immediately after the sale of the last house on the Property.

4.7 No building shall be erected, maintained or used on any lot for manufacturing, commercial, industrial or business purposes unless duly authorized by the Village of Stillman Valley as defined by its Home Occupation Ordinances. 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.

4.8 Only single-family residential dwellings and their related accessory uses may be erected and maintained on any lot within the Property.

ARTICLE V
General Provisions

5.1 Each grantee of Declarant, and its successors and assigns, by taking title to any portion of the Property and each purchaser under any contract for a deed of conveyance pursuant to

which said purchaser will take title, accepts said title subject to all restrictions, conditions and covenants, and the rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manners as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance or in any mortgage or trust deed or other evidence of obligation.

5.2 If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate, or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration is signed by Nordic Investment Corporation which has caused its corporate seal to be affixed hereunto and has caused its name to be signed by its PRESIDENT and attested by its TREASURER as of the day and year first above written.

NORDIC INVESTMENT CORPORATION

BY

James Smeja
AS Treas.

ATTEST

Jill Gnesda

STATE OF ILLINOIS)

) SS

COUNTY OF WINNEBAGO)

The undersigned, being a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that, JAMES SMEJA the PRESIDENT of Nordic Investment Corporation and JILL GNESDA of said corporation, who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and TREASURER, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered this Declaration as the free and voluntary act of said corporation as aforesaid, for the purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of JUNE, 2007.

Jennifer M. Light
Notary Public

Prepared by and Return to
Attorney James E. Stevens
Barrick, Switzer, Long, Balsley & Van Evera
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Rockford IL 61108
(815) 962-6611



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