

AMENDED  
DECLARATION  
OF COVENANTS  
AND  
RESTRICTIONS  
ASHWYND  
SUBDIVISION

THIS AMENDED  
DECLARATION is  
made this 15<sup>th</sup> day of  
JANUARY, 2007, by  
East Winnebago  
Development  
Corporation and  
Three Hammer  
Construction, Inc.

Where no distinction is required by the context, East Winnebago Development Corporation and Three Hammer Construction, Inc. will be collectively 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 the final plat of Ashwynd Subdivision at Kerasotes Subdivision No. 3, being a Re-Plat of part of Lots 9 and 10 of Kerasotes Subdivision No. 2, being a Re-Plat of Lots 1, 2, 4 and 5 of Kerasotes Subdivision of part of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which first named subdivision is recorded in Book 48 of Plats on page 70A in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago, State of Illinois.

The Subdivision consists of residential lots numbering 11 through 45 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.

On or about September 5, 2007, East Winnebago Development Corporation declared and recorded certain restrictions on use for the Lots which Declaration was recorded on the records of the Winnebago County Recorder of Deeds as Doc #200700756786 (the "Declaration"). Thereafter, East Winnebago Development Corporation and Three Hammer Construction, Inc. decided to amend the Declaration.

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

1. Meaning. Except as modified by this Amendment, the capitalized terms used herein shall have the same meaning as used in the Declaration.

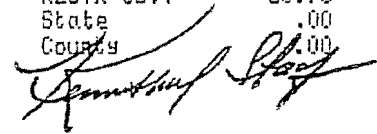
2. Amended Restrictions. Section 1(f) of the Declaration shall be deleted in its entirety and the following substituted in its place:

(f) Each single-family dwelling constructed in the Subdivision shall comply with the following minimum area requirements (exclusive of the area of any open porches, garage or basement): (1) 1,200 square feet finished on the main floor for any ranch or exposed ranch; (2) 1,100 square feet finished for any bi-level; (3) 1,350 square feet finished for any two-story residence; and (3) 1,056 square feet finished for any tri-level residence;



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200700756786  
Filed for Record in  
WINNEBAGO COUNTY IL  
KEN STAAF  
09-05-2007 At 02:15 pm.  
RESTR COVT 35.75  
State .00  
County .00



THIS DECLARATION is made this 27<sup>th</sup> day of June, 2007, by East Winnebago Development Corporation. Where no distinction is required by the context, East Winnebago Development Corporation 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 the final plat of Ashwynd Subdivision at Kerasotes Subdivision No. 3, being a Re-Plat of part of Lots 9 and 10 of Kerasotes Subdivision No. 2, being a Re-Plat of Lots 1, 2, 4 and 5 of Kerasotes Subdivision of part of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which first named subdivision is recorded in Book 48 of Plats on page 70A in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago, State of Illinois.

The Subdivision consists of residential lots numbering 11 through 45 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. Restrictions. Until December 31, 2027, 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. After December 31, 2027, the restrictions and conditions shall continue to run with and bind the land after that date until and unless the fee owner or owners of at least two-thirds (2/3) in number of the lots in the Subdivision agree in writing to modify or terminate any one, or all of the restrictions and conditions. The modification or termination may be

made at any time after December 31, 2027, by a written agreement stating the manner and extent of any modification or the date of termination, signed and acknowledged by the fee owner or owners of at least two-thirds (2/3) in number of the lots of the Subdivision and filed in the Office of the Recorder of Deeds of Winnebago County, Illinois. The Subdivision shall be subject to the following covenants, restrictions and conditions:

(a) 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 upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance;

(b) No building shall be erected or maintained on any lot unless it is a single-family dwelling house with a 2 or 3 car attached garage designed and equipped for occupancy only as a private residence for a single family. No more than one single-family dwelling shall be maintained on any one lot at the same time. No outbuildings or detached garages shall be approved unless they are of the same architectural style and constructed of the same grade of material as the dwelling located on the lot. A blacktop, concrete or other mat surface driveway shall be installed and maintained in accordance with the applicable standards. The restrictions set forth in this paragraph shall not apply to any temporary facility used by a contractor during the course of construction which temporary facility is removed at the completion of construction;

(c) Each Lot Owner shall comply with all applicable requirements of the governmental bodies having jurisdiction over the property;

(d) No visible tank for the storage of oil, gas, or any other material shall be erected or maintained on any lot;

(e) 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;

(f) Each single-family dwelling constructed in the Subdivision shall comply with the following minimum area requirements (exclusive of the area of any open porches, garage or basement): (1) 1,200 square feet finished on the main floor for any ranch or exposed ranch; (2) ~~1,200~~ square feet finished for any bi-level; (3) ~~1,800~~ square feet finished for any two-story residence; and (3) ~~1,500~~ square feet finished for any tri-level residence.

(g) With the exception of houses constructed by Three Hammer Construction, Inc., no dwelling house shall be erected or placed on any lot until and unless the plans and specifications for the same have been first submitted to and approved in writing by the Declarant before the construction building permit is issued. Declarant, in its sole discretion, shall determine whether or not the nature, shape, color, height, exterior elevations and building materials are appropriate and acceptable for the Subdivision;

(h) Fences shall be allowed at the sole discretion of the Declarant. Declarant shall determine whether the material type, location, size and color are appropriate and acceptable for the subdivision. Any approved fence shall be required to comply with all applicable governmental codes and may only be erected in the rear yard as defined by the Village ordinances. Chain link fences are prohibited with the exception of a single dog run ("Run"), provided the Run complies with the following requirements:

1. The Run must be attached to the rear of the house or garage and no portion of the Run shall extend into the side yard of the lot;
2. The Run must be constructed of chain link fence material;
3. The Run shall not exceed twenty (20) feet in length, ten (10) feet in width and six (6) feet in height.

(i) With the exception of improvements constructed by Three Hammer Construction, Inc., all plans and specifications for any improvements must be submitted in writing by the Lot Owner and approved by Declarant before commencement of any construction. If the Declarant fails to approve or reject any plans or specifications within thirty (30) days after its submission, the plans and specifications in question shall be deemed not to have been approved;

(j) No advertising sign or billboard, other than a single temporary "For Sale" or "For Rent" advertising sign of not greater than three (3) 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 the house may be erected during construction of said home provided that the sign does not exceed eight (8) square feet in area and is removed immediately after the completion of construction;

(k) No lot may be re-subdivided.

(l) No commercial vehicles (trucks, trailers, vans), 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. No recreational vehicle may be permanently stored on any driveway between garage and street right-of-way.

2. Covenants Run With the Land. Each grantee of 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 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 Lot 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. Each Lot Owner in the Subdivision and the Declarant shall be entitled to enforce any provision of this Declaration by proceedings at law or in equity against any person or persons violating or attempting to violate any of the provisions either to restrain violations, to remove such violations, or to recover damages.

3. Waivers. No restrictions imposed under this Declaration shall be abrogated or waived by any failure to enforce any of the provisions, no matter how many violations or breaches may occur.

4. Partial Invalidity. The invalidity of any restriction or of any provision of this Declaration, or of any part of any restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

5. Assignment. The rights, privileges and power retained by Declarant shall be assignable to, and shall inure to the benefit of, its successors and assigns.

