



2006R06962

PAMELA D. McCULLOUGH
BOONE COUNTY CLERK & RECORDER

RECORDED ON
06/28/2006 09:08:06AM

Number Of Pages: 5
REC FEE: 26.00
RHSP FEE: 10.00

**DECLARATION OF
COVENANTS AND
RESTRICTIONS**

**WHISPER RIDGE
SUBDIVISION**

THIS DECLARATION is made this 20th day of June, 2006, by Whisper Ridge – BC, LLC, as successor to Twin Forks Investments, L.L.C. Where no distinction is required by context, Whisper Ridge – BC, LLC, 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 Boone County, Illinois, known as Whisper Ridge Subdivision, as shown on the plat (the “Plat”) of subdivision recorded as Plat of Subdivision in the Office of the Recorder of Deeds of Boone County, Illinois, on August 25, 2005, as Document No. 2005R09772, Envelope 330-13, and which is referred to in this Declaration as the “Subdivision”.

The Subdivision consists of residential lots numbering 1 through 53 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 June 1, 2026, 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 June 1, 2026, 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 June 1, 2026, by a written agreement stating the manner and

195

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 Boone County, Illinois. The Subdivision shall be subject to the following covenants, restrictions and conditions:

1.1 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.

1.2 Before any building shall be occupied or used, a septic tank or other facility for the disposal of sewage shall be erected or installed on the lot, and the Lot Owner shall make adequate arrangements for sewage disposal so as to prevent any nuisance and any possibility of contamination. Each Lot Owner shall comply with all applicable requirements of the governmental bodies having jurisdiction over the property.

1.3 No building shall be erected or maintained on any lot unless it is a single-family dwelling house with a two (2) or three (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 may be erected or maintained on any 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.

1.4 No above ground swimming pools may be constructed or maintained on any lot.

1.5 Each Lot Owner shall comply with all applicable requirements of the governmental bodies having jurisdiction over the property.

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

1.7 With the exception of houses constructed by Three Hammer Construction, Inc., hereinafter referred to in this Declaration as "THC", 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 an approved in writing by Declarant before the construction building permit is issued. Declarant, in its sole discretion, shall determine whether or not the nature, shape, color, height, exterior or elevations and building materials are appropriate and acceptable for the Subdivision.

1.8 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. However, a dog run for a single dog

may be attached to the rear of a house only if place and specifications are approved in writing prior to construction by Declarant.

1.9 Each single-family dwelling construction on Lots 1 through 53 in the Subdivision shall comply with the following minimum area requirements (exclusive of the area of any open porches, garage or basement): (1) Ranch or exposed ranch, 1,650 square feet on the main floor; (2) Tri-level, 1,750 square feet total; (3) Two-story, 2,200 square feet total. With respect to tri-levels, unfinished family rooms shall be included for purposes of determining square footage.

1.10 No fence of any type shall be allowed except as required for an in ground pool. The fence must comply with all applicable governmental codes and may only be erected in the rear yard. There are absolutely no exceptions of any kind to this covenant, restriction or condition.

1.11 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 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.

1.12 No advertising sign or billboard, other than a single temporary "For Sale" advertising sign of not greater than three (3) square feet in size shall be erected or maintained on any lot.

1.13 No lot may be re-subdivided.

2. AMENDMENT. The provisions of this Declaration, except for the provisions of Paragraph 1, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Lot Owners having at least seventy-five percent (75%) of the lots. Prior to the sale of seventy-five percent (75%) of the lots in the Subdivision, Declarant reserves the rights to make such amendments as are not materially detrimental to the Lot Owners. The amendment, change, modification or rescission accomplished under the provisions of this paragraph shall be effective upon recordation of the instrument in the office of the Recorder of Deeds of Boone County, Illinois.

3. COVENANTS RUN WITH THE LAND. Each grantee, and all successors thereafter, of Declarant, by the acceptance of a deed 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 a like manner. Each Lot Owner in the Subdivision and Declarant shall be entitled to enforce any provision of this Declaration by proceedings at law or in equity against any person

**MODIFICATION TO
THE DECLARATION
OF COVENANTS
AND
RESTRICTIONS
PLAT OF
WHISPER RIDGE
SUBDIVISION**

THIS DECLARATION is amended this 16th day of JANUARY, 2007 by Whisper Ridge - BC, L.L.C.. Where no distinction is required by the context, Whisper Ridge - BC, L.L.C. will be referred to in the Declaration as the "Declarant".

Declarant is the owner of fee simple title of seventy-five percent (75%) of the lots in and to that certain real property situated in Boone County, Illinois, known as Plat of Whisper Ridge Subdivision, as shown on the plat (the "Plat") of subdivision recorded as Plat of Subdivision in the office of the Recorder of Deeds of Boone County, Illinois, on January 18, 2006, and recorded as Document No. 2006R00702 in Envelope No. 340-A and which is referred to in this Declaration as the "Subdivision". As such owner of seventy-five percent (75%) of the lots, the Declarant has the right to change, modify or rescind by instrument in writing setting forth such change, modification or rescission. Therefore, as stated in Section 2 (AMENDMENT) of the Declaration of Covenants and Restrictions for Whisper Ridge Subdivision, Declarant hereby declares that the existing Section 1.10 is rescinded and shall now be amended to read as follows:

"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. The fence must comply with all applicable governmental codes and may only be erected in the rear yard. Chain link or wire fencing is prohibited;"

The Declarant has executed this amendment to the Declaration on the date set forth above.

Whisper Ridge - BC, L.L.C.

By: Merle Hammack

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for the Winnebago County and State of Illinois, and residing in Winnebago County, do certify that MERLE HAMMACK, personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes hereinabove set forth.

Given under my hand and notarial seal this 15 day of January, 2007.

Murdene Cooper
Notary Public



Document Prepared by and Return to:

Whisper Ridge – BC, L.L.C.
1515 Elmwood Road
Rockford, IL 61103
(815) 633-7619