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THE SOMMER'S WOODCREST ASSOCIATION, INC.
COVENANTS AND RESTRICTIONS

PREPARED BY: *Stephan K. Erbe - Association President*

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WOODCREST SUBDIVISION

COVENANTS & RESTRICTIONS

This declaration, made the 19th day of October, 1995, by the owners of property in the Woodcrest Subdivision, the plat of which is recorded in Book 27 of Plats on page 18 on file in the Recorders Office of Winnebago County, Illinois:

Article I - Land Use

Section 1. Lots & Restrictions

The Plat designated as Woodcrest Subdivision is subdivided into lots numbered 1 through 56. Also specified on the Plat are streets for public use and perpetual easements for utility services. Restrictions are as follows:

- No lot shall be used except for residential purposes;
- No grantee or successor-in-title shall subdivide or convey less than the whole of any lot;
- No habitable domestic building shall be constructed on lots #40, 41, 43, 44, 45, or 47 unless the first floor elevation is 95 feet or above (as determined by the Winnebago County Datum);
- No driveway shall be constructed to serve lots 1, 2, 4, 6, 8, 10, 11, or 12 that exits directly onto Kishwaukee Road.

Section 2. Common Property

The Sommer's Woodcrest Association, Inc., hereafter referred to as the Association, holds legal title to Lot 46 and an island in the Rock River. Each lot owner in the subdivision shall have an interest in, including a right to use, and a duty to maintain Lot 46 as designated on said Plat and the island in common with other owners of lots in the subdivision. No one other than members of the Association and their guests shall have an interest in, right to use or trespass on Lot 46 or the island.

In the event the Association acquires legal title to any other land in Woodcrest Subdivision or adjacent land, all provisions in this article applicable to Lot 46 and the island shall apply to such land.

Section 3. Easements

UTILITY EASEMENT - The utility easement, as indicated on the Plat, is hereby reserved for, and granted to, all public utilities for the installation and maintenance of equipment necessary for service to the subdivision.

No permanent buildings shall be placed on said easements, but same may be used for gardens, landscaping and other purposes that do not then or later interfere with aforesaid uses or the rights herein granted.

HIGHWAY EASEMENT - The owners of Lots #1 & #2 hereby reserve and grant to the Association an easement to maintain an unobstructed view of the highway. This designated easement is located in areas measuring 40 feet by 40 feet in the southeast corner of Lot 2 and the southwest corner of Lot 1. The raised median between Lot #1 and Lot #2 shall also be maintained by the Association. No structure, trees, shrubs or landscaping of any kind other than lawn shall be placed in this area without the written approval of the Board of Directors of the Association.

Article II - Architectural Control

Section 1. Governance

Each owner of a lot in the subdivision shall be a member of the Association. The business of that Association is defined within the By-Laws and Constitution and governed by the Board of Directors or their committees. The land use and property rights are defined within the Covenants & Restrictions. These Covenants & Restrictions are a legally recorded document attached to the deed for each lot. These Covenants & Restrictions are consistent with the By-Laws; the governing bodies for the Covenants & Restrictions are the Architectural Control Committee and Board of Directors.

Section 2. Procedure

The Architectural Control Committee shall consist of 5 members appointed by the Board of Directors of the Association. Each member shall be the owner of a lot and reside in Woodcrest subdivision. This Committee shall have the authority and duty to approve or disapprove plans for any permanent building, fence or other structure erected or placed on any lot. Temporary structures which are deemed objectionable shall be dealt with in accordance with the "Nuisances " section (II 4 below) of this document. The same condition and restriction shall apply to the exterior alteration of any building or other structure with the following exceptions: replacement of existing decks, siding, roofs, paint, eaves, windows of like kind.

Each homeowner is responsible to submit plans for the structure and a request for approval. Any Committee member may acknowledge receipt of the plans and request in writing. The Committee has 30 days to respond to the request. If the Committee fails to approve or disapprove within 30 days of receipt, the requirement for such approval shall be deemed waived. This does not relieve, however, the homeowner of the responsibility to comply with all local ordinances and Association regulations.

As part of the approval process, the Committee shall consult and consider the views of the immediate and adjacent neighbors of the property where construction is planned before granting permission. They will also consider common and usual practices within the subdivision.

Section 3. Buildings

Subsection 1. Commercial Use

Commercial enterprise is prohibited within the boundaries of the subdivision except for home occupations which comply with the Winnebago County Zoning Code, Section 16-27 (Nov 1988). This section includes the following provisions:

- * No person other than a Woodcrest resident shall be employed;
- * No more than 1 truck (with a limit of 1 ton capacity and no semitrailers) shall be allowed;
- * No additional pedestrian, automobile or truck traffic will be created;
- * No storage of supplies or equipment shall take place outside of the building;
- * No unreasonable odor, liquid or solid waste shall be emitted.

Subsection 2. Building Regulations

No habitable domestic building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed two and one-half (2-1/2) stories in height on the front side, and no garage other than a private garage.

The gross building area of any habitable domestic building erected on any lot in the subdivision, exclusive of garage, open porch, unfinished basement and attic shall not be less than 1,800 square feet. The minimum 1,800 square footage restrictions will be interpreted to include up to, but not more than, 300 square feet of finished living space in an exposed basement, with window and direct access to the outside of the building.

No building shall be erected, placed or permitted to remain on any lot nearer than 25 feet to any lot line, except that this shall not apply to a sideline setback where any building is located on more than one lot; provided, however, that the Architectural Control Committee may require any building or structure to be located a greater distance from any lot line and provided, further, that all minimum building setback lines as shown on the Plat of said subdivision shall be observed.

All buildings shall be completed in accordance with plans and specifications approved by the Architectural Control Committee within a period of 18 months following the date upon which said plans were given written approval.

Section 4. Nuisances

Nuisances may include but are not limited to signs, vehicles, noise, pets or other noxious items. If these are considered offensive, homeowners may initiate Board action to remove or otherwise manage that nuisance by obtaining petition signatures of 1/4 of voting members of the Association.

Section 5. Signs

No signs are allowed in the subdivision with the following exceptions:

- 1) Temporary construction or building improvements signs will be allowed on the improved lot,
- 2) Security system announcements will be allowed on the protected lot;
- 3) Real estate signs will be allowed on the advertised property;
- 4) Specialty signs (including but not limited to garage sale, party announcements, welcome home, and real estate open house) will be allowed both at the entrance and on the specified property for 10 days prior to the event.
- 5) Residential identification signs will be allowed on the homeowners property.
- 6) Political campaign signs on the homeowners property will be allowed for 10 days prior to the election; they must be removed within 2 days after the election.

Article III - General Provisions

Section 1. Duration and Amendment of Covenants & Restrictions

The Covenants & Restrictions are binding upon all lot in the subdivision. They shall remain in force until agreement to amend them in whole or in part at any membership meeting by a vote of 2/3 of the voting membership of the Association. The notice of said meeting must contain the proposed amendment.

Section 2. Severability

Invalidation of any of these Covenants & Restrictions by judgement or Court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 3. Construction of these Articles

These Articles including all definitions shall be applied consistent with all applicable zoning ordinances.

Section 4. Notice

Any notice required to be sent to any member or owner under the provisions of this declaration shall be deemed to be properly sent when mailed post paid to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 5. Enforcement

It is the responsibility of the Association, Officers and individual property owners to enforce the Covenants & Restrictions. In the event of the violation or attempted violation of the Covenants & Restrictions, an owner may instigate legal action in the form of a restraining order. Before further legal action is taken, the matter must be presented to the Board of Directors for review.