
COVENANTS, CONDITIONS, AND RESTRICTIONS
STORMONT HIGHLANDS SUBDIVISION
WINNEBAGO COUNTY, ILLINOIS

PREPARED BY AND RETURN TO:
Hauser Youssi Development, LLC
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(815) 399-7900

STORMONT HIGHLANDS
COVENANTS, CONDITIONS, AND RESTRICTIONS
WINNEBAGO COUNTY

THIS DECLARATION of these protective covenants, conditions, and restrictions made this 16th day of May, 2008, by Hauser Youssi Development, LLC. (hereinafter called "Declarant").

WHEREAS, Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting said real property to the conditions, covenants, options, restrictions, reservations, undertakings, agreements, and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are binding upon the property so designated and each owner thereof and every other party having any interest therein, and shall insure to the benefit of and with said property, and each and every parcel thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Paragraph 1 of Clause I hereof is, and shall be, held, transferred, sold, conveyed, used, and occupied subject to these covenants.

CLAUSE I

PROPERTY SUBJECT TO AND
BENEFITTING FROM THIS DECLARATION

THIS SUBDIVISION. The real property which is, and shall be, held, transferred, sold, conveyed, used, and occupied subject to the Covenants (herein referred to as "This Subdivision") is located in Winnebago County, Illinois, and is more particularly described in Exhibit "A" attached hereto.

CLAUSE II

GENERAL PURPOSES OF THIS DECLARATION

This Subdivision is subjected to the Covenants to insure proper use and appropriate development and improvements of This Subdivision and every part thereof: to protect each and every owner of any part of This Subdivision against such use of lots in This Subdivision as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to ensure adequate and reasonable development of This Subdivision and the use and enjoyment of property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and

inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a type and quality of improvement in this Subdivision consistent with the Covenants; and to insure desired standards of maintenance and operation of community facilities and services for the benefit of all owners of Lots. It is the intention and purpose of these Covenants to insure that all dwellings in This Subdivision shall be of a quality of design, workmanship, materials, and aesthetic affect approved by the Architectural Review Committee, in accordance with minimum architectural guidelines, are shown in Appendix "C" of these covenants. At the time of closing, the Lot purchaser shall execute the Acknowledgment of Covenants (Exhibit "D").

CLAUSE III

DEFINITIONS

Given a conflict between these definitions and the applicable Winnebago County Regulations, the more strict definitions shall prevail.

ASSOCIATION. The Stormont Highlands Subdivision Association, Inc., described in Clause VI hereof.

ARCHITECTURAL REVIEW COMMITTEE. The committee so designated and described in Clause V hereof.

BASEMENT. That portion of the interior area of a Building having its floor area below grade and having less than half its clear floor-to-ceiling height above grade. For purposes hereof, grade shall be the average level of the ground contiguous to the building front.

BUILDABLE AREA. Apply the standards of the Winnebago County Zoning Ordinance.

BUILDING. ACCESSORY. A subordinate Building or portion of a principal Building, the use of which is incidental to that of the principal Building on a Lot.

BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof: to the deck line of a mansard roof; to the mean level of the underside of rafters or to the mean level of any other vertical parts of any other structure. Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Building Height.

CELLAR. That portion of the interior area of a Building having its floor area below grade and having half or more than half of its clear floor-to-ceiling height below grade. For purposes hereof, grade shall be the average level of the ground contiguous to the Building front.

DECLARANT. Hauser Youssi Development, LLC. hereinabove designated as "Declarant" (or any corporate successor thereto as a result of merger or consolidation).

DWELLING. A residential Building which, as originally constructed, is integrated and designed for use exclusively as living quarters for one family.

DEVELOPER. Hauser Youssi Development, LLC.

FAMILY. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

LOT OR HOMESITE. One subdivided lot of record in This Subdivision, or a combination of such lots. The words “Lot” or “Homesite” as used herein shall be synonymous and may be used interchangeably.

LOT AREA. The area of a horizontal plane, bounded by the vertical planes through Front, Side, and Rear lot lines.

LOT LINE, FRONT. That boundary line of a Lot which is along a dedicated street line.

LOT LINE, REAR. That linear boundary of a Lot which is most distant from the Front Lot Line. If the Rear Lot line is less than 10 feet in length, or if the Lot forms a point at the rear, the Rear Lot Line shall be deemed to be a line 10 feet in length within the Lot, parallel to and at the maximum distance from the Front Lot Line.

LOT LINE, SIDE. Any boundary of a Lot which is not a Front or Rear Lot Line.

LOT WIDTH. The length of a line perpendicular to a Side Lot Line and lying entirely within a Lot, which either commences at the intersection of a Front Lot Line and a Side Lot Line, or if the Front or Rear Lot Line is curved or irregular, which is the longest segment perpendicular to a line joining the mid-points (determined by measuring the length of the outermost edge of the Lot Line) of a Front Lot Line and a Rear Lot Line and lying wholly within the Lot, with one or more points coinciding with the Front Lot Line.

LOT DEPTH. The length of a line joining the mid-points of a Front Lot Line and a Rear Lot Line (determined by measuring the length of the outermost edge of the Lot Line).

PLAT. The recorded plat of subdivision for This Subdivision, more fully described in Clause I, paragraph I hereof.

STORY. That portion of the interior of a Building included between the surface of the ground or any floor and the surface of existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of existing or extended plane of the ceiling next above.

STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than 3 feet above the top floor level, and in which space not more than 60 percent of the floor area is improved for principal or accessory use.

STORMWATER DETENTION FACILITIES AND IMPROVEMENTS. All on-site facilities and area necessary for the management of stormwater as appears more fully on the Plat.

STRUCTURE. Any stationary object erected, constructed, or placed on the property or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached, or projecting, shall be construed to be a separate Structure. Structures shall include but not be limited to sheds.

CLAUSE IV

GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE. Each Lot shall be used as a site for one building only. All building and other detached Accessory Buildings or Structures may be erected only in such a manner and location as approved in writing at the sole discretion of the Architectural Review Committee, and subject to the restrictions for said Structures which are imposed by the Covenants or the Architectural Review Committee, and in accordance with the Building Code and permits of the Winnebago County. Construction of the Structure must commence within thirty-six (36) months from the date of acquisition of the Lot from the Declarant and completed within nine (9) months from the date of commencement of construction of the Building.

2. BUILDING HEIGHT. All buildings erected on a Lot shall be constructed in accordance with the applicable governmental building and zoning codes, including but not limited to the applicable Building and Zoning Ordinances and Codes of Winnebago County and with such additional standards as may be required by these Covenants and the Architectural Review Committee.

3. DWELLING AND STRUCTURE COST, QUALITY, SIZE. All Buildings erected on a Lot shall be constructed in accordance with the applicable governmental building and zoning codes, including but not limited to the applicable Building and Zoning Ordinances and Codes of Winnebago County and with such additional standards as may be required by these Covenants and the Architectural Review Committee; and the finished area inside the foundation walls or footing of any such Dwelling, exclusive of attached garages, carports, open terraces, porches, decks, and breezeways, shall be:

A. One-story Dwellings – not less than 1,800 finished square feet on the first floor.

B. For Dwellings of more than one-story, not less than 2,300 finished square feet on the first and second floor.

4. LOCATION ON LOT. Swimming pools shall be screened from the street or streets by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Review Committee. No swimming pool shall be erected above grade. No

swimming pool shall be located on a Lot nearer to the Front Lot Line than the rear of the Dwelling. All construction on the lot is subject to the Winnebago County Building and Zoning Ordinances.

5. LOT AREA AND WIDTH. None of the Lots shall at any time be subdivided into two or more ownerships and no Lot shall be less in area than the acreage shown on the pertinent parcel on the plat of the subdivision recorded in the Public Records of the Winnebago County, Illinois.

6. DRIVEWAYS. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone, or other approved base material and shall be surfaced with asphalt or concrete. Plans and specifications for driveways shall be approved in writing by the Architectural Review Committee. Driveways may access the adjacent street at one location only, unless otherwise approved by the architectural Review Committee. Per Winnebago Township Ordinance, Driveway width is a maximum 24' wide at the edge of pavement. Developer recommends 18' wide driveway at culvert tube with a 3' swing on each side. Also per Winnebago Township Ordinance all culvert tubes shall be 15" diameter, 24' in length and include flares.

7. NATURAL DRAINAGE WAYS. Where there exists on any Lot or Lots a condition or accumulation of storm water remaining over an extended period of time, the Lot owner may, with the written approval of the Architectural Review Committee, and applicable governmental authority if necessary, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any Lot shall be made by the Lot owner in any manner which may cause damage to or otherwise adversely affect the use of other property on the parcel except in areas designated as drainage easements; nor may any owner impair the use or function of the Stormwater Detention Facilities and Improvements in any manner other than as permitted in writing by Winnebago County or other applicable authority. The Architectural Review Committee may authorize the installation of drainage tile and other conduits at any location within a drainage easement to permit the proper drainage of any other Lot or other property in Winnebago County but only if the proposed action is first approved in writing and a permit issued Winnebago County as required.

8. EASEMENTS. Declarant hereby declares, grants, and reserves the following easements in This Subdivision for itself and the benefit of each and all of the Lots, parcels, and lands located in Stormont Highlands Subdivision, as well as for those entities hereinafter named. The Declarant also declares, grants, and reserves current and future drainage easements for such public entity as has jurisdiction.

A. Winnebago County having jurisdiction, all public utility companies to install, place, and maintain, as mains, conduits, cables, poles, and other wires, either overhead or underground with all necessary braces, guys, anchors, and other appliances in along and over the strips of land designated on the Plat and marked "Utility Easement," and for underground facilities in all easements for the purpose of serving the public in general with gas, electric, telephone services, and cable television, including the right to enter upon the said easements for public utilities at all times for any and all of the purposes aforesaid, and to trim and keep

trimmed any trees, shrubs, or saplings that interfere with any such utility equipment constructed with The Subdivision standards. No permanent buildings shall be placed on said easements but same shall be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the use of said easements for such public utility purposes. Utility easements not shown on the Plat require the prior written approval of Winnebago County; and Declarant reserves the right to modify the Plat for this purpose. Declarant reserves the right: (a) to execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (b) to assign its rights hereunder, all of which acts shall be binding upon each Lot in This Subdivision.

9. PROHIBITIONS. Except for (1) the development and sales activities of the Developer and his contractors, employees, and agents, and (2) construction activities authorized by the Architectural Review Committee, the following prohibitions shall be applicable to all Lots, Buildings, and Structures in This Subdivision.

(A). No noxious or offensive activity shall be carried on, in, or upon any premises nor shall anything be done thereon which may be or may become, an annoyance or nuisance to the neighborhood.

(B). No livestock or poultry shall be kept or maintained. Pets kept out of doors shall present no nuisance or disturbance to the subdivision. All pet owners shall be responsible for their pets waste. All pets not on their lot shall be maintained on leashes. No dog runs or houses shall be allowed within the subdivision unless fully enclosed within the approved garage.

(C). No burning or refuse shall be permitted other than in proper facilities therefore maintained in or as a part of a Structure, except that the burning of leaves is permitted as and if allowed by applicable laws and regulations.

(D). No temporary buildings, sheds, storage sheds, huts, trailers, tents, vehicles, boats, recreational vehicles or shacks shall be constructed, erected, or parked upon a lot unless enclosed in the garage. Ornamental play houses are not encouraged but may be allowed on a limited basis only if approved in writing by the Architectural Review Committee. Decisions will be based on design, aesthetics, color, and location on the lot. Ornamental play houses may be allowed only with express written approval from the Architectural Review Committee. Gazebos for recreational use and or in conjunction with a spa or hot tub will be allowed. It is understood that the word "trailer" shall refer to a house, camping trailer, or construction trailer which could be occupied for commercial purposes, and this restriction shall refer also to truck-mounted campers and travel buses.

(E). No plants, seeds, or other materials which harbor or are a source of breeding infectious plant diseases or noxious insects shall be introduced or maintained.

(F). No advertising sign, or billboard shall be erected or maintained on any lot or on any common area excepting "For Sale" signs advertising the sale of a dwelling.

(G). No firearm shall be discharged within This Subdivision.

(H). All rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All refuse containers, storage areas and containers, and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of neighboring property and streets by a fence or appropriate screen approved by the Architectural Review Committee. No visible oil or gas tank for fuel, disposal, or other purposes shall be erected or maintained on the Lot.

(I). The Architectural Review Committee shall have the power from time to time to determine that the use of particular chemicals on any Lot constitutes or would constitute a clear danger, and to publish the names of such chemical and prohibit their use; no chemical so prohibited shall be used on or above any Lot. Additionally the Architectural Review Committee may prohibit specified chemicals, including but not limited to pesticides and herbicides, from use on or above the open surface area of any Lot, or above any Lot, whether once or intermittently or continuously, if such chemicals or any product or residue thereof does nor may seep, drain, flow, drift, or otherwise migrate into any natural or artificial waterway or body of water existing in the Property, or into, or above any part of this Subdivision.

(J). All recreational equipment, material and location, including swing sets, play areas, etc. shall be submitted to the Architectural Review Committee for approval.

(K). The period under which there is construction activity of a home must be accompanied by placement of a portable bathroom facility, to be placed and maintained at the expense and responsibility of the builder and owner of the lot.

(L). No gainful occupation or profession, or other non-residential use, shall be conducted.

10. NAMEPLATES, TELEVISION OR RADIO ANTENNAE AND TOWERS, LAUNDRY DRYING FACILITIES AND PLACEMENT OF MAILBOXES. There shall be no nameplates, television and radio antennae, or laundry drying facilities erected or used outdoors, whether attached to the Building or Structure, or otherwise. Mailboxes for the entire subdivision are required to be consistent and shall be selected by the architectural review committee. Each lot shall have the same mailbox.

11. TEMPORARY STRUCTURES. No trailer, basement of any uncompleted Building, tent, shack, garage, barn, and no temporary Building or Structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary Buildings or Structures used during the construction of a Dwelling shall be on Ordinances, and such Buildings and Structures shall be removed upon the completion of construction.

12. ARCHITECTURAL CONTROLS. All buildings, fences, walls, or other structures constructed or erected in This Subdivision shall be approved prior to construction in writing, by the Architectural Review Committee, as to placement, landscaping and design. In all cases, all architectural design and construction methods must be approved by the Architectural Review Committee prior to commencement of construction in an effort to assure relatively high standards in this Subdivision. Whether or not provision therefore is specifically stated in any conveyance of any Lot, the owner or occupant of each and every Lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, or other structure shall be placed upon such Lot unless and until the plans specifications therefore and plot plan have been approved, in writing, by the Architectural Review Committee. Each such Building, wall, fence, Structure shall be placed on the Lot only in accordance with the plans and specifications and plot plans so approved. These provisions shall be specifically enforceable by the Architectural Review Committee by any method allowed under law, including without limitation prohibitory and mandatory injunctions. Refusal of approval of plans and specifications by the Architectural Review Committee may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Review Committee shall seem sufficient. No cement block construction shall be allowed. No alteration in the exterior or appearance of the Buildings, or structures, including landscaping and color scheme, shall be made without approval of the Architectural Review Committee.

An owner of a Lot shall submit the following documents to the Architectural Review Committee, or its designee, requesting approval thereof. (See Exhibit "B")

- (A). A set of drawings of the proposed structure showing floor plans, dimensions, elevations of all views of the structure; and
- (B). A site plan drawn to scale showing the location of the proposed structure on the site including the driveway size and location; and
- (C). A set of specifications for the above.

All submittals shall contain sufficient detail to procure a building permit thereon, and such additional detail as may be required by the Architectural Review Committee. The Architectural Review Committee shall meet within ten (10) days of the date the plans shall have been submitted for approval to review plans and specifications and other material submitted by applicant, and render its written approval or rejection thereof. The deposit of such approval or rejection in the U.S. mail to the designated address, postage prepaid, shall be sufficient notice of such determination.

13. LANDSCAPING. Landscaping must be of fit, quantity, and size for the consistency of the subdivision and the price range of homes within it. At any time and from time to time, after 30 days written notice to the affected Lot owner, the Association, or the Declarant may, at their option, enter the Lot and plant grass or clear the weeds and underbrush and thereafter maintain the Lot in good appearance. No such entry shall be deemed a trespass. If the Association or Declarant chooses to exercise this option, any planting, underbrush clearing, or grass cutting by the Association or Declarant shall cause a lien to arise and be created in favor of the Association

or Declarant against any such Lot for the full amount expended or otherwise chargeable therefore, including the cost of supervision, contracting fees and office overhead. The full amount chargeable to such Lot shall be due and payable within thirty (30) days after the owner has been billed therefore, and the lien shall be enforceable in the same manner as liens created pursuant to Clause VI, paragraph 4 thereof. The Association or Declarant shall also have the right to enforce such rights in a court of law by injunction, specific performance or other appropriate remedy.

14. WELL CAP HEIGHT. Per the Winnebago County Health Department's Ordinance well cap height must be 8" above finished grade at all times. The Winnebago County Health Department also recommends checking the bolt caps periodically to ensure they are tight.

15. OPEN SPACE, GREEN SPACE, The following activities are prohibited in any area designated as "Open Space," or "Green Space,"

(A). The construction of any physical improvement or placement thereon of any tangible personal property.

(B). The dumping or placing of any physical improvement or placement thereon of any tangible personal property, including the depositing of any kind of fill material.

(C). The excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface or to otherwise alter the topography of the flood plain.

(D). Public access for recreational use is allowed to areas designated as "Open Space" and "Green Space."

16. PRAIRIE GRASS, WILDLIFE HABITATS AND NATURE AREAS. Certain areas within the Development designated as "Nature Areas," "Wildlife Habitats," and "Prairie Grass" are considered to be protected areas. A ground maintenance program will be determined annually by the Declarant to maintain and develop said "Nature Areas," Wildlife Habitats and "Prairie Grass." This ground maintenance program may include a budget for additional trees, shrubs, and plant material as well as a budget for Pond improvements. The following activities are prohibited in any area designated as "Nature Area," "Wildlife Habitat," or "Prairie Grass:"

(A). Public Access is restricted to all areas listed above within section number (16). These include all tree-lined areas, prairie grass areas within the outlots recorded on the Plat.

(B). The construction of any physical improvement or placement thereon of any tangible personal property is prohibited.

(C). The dumping or placing of any physical improvement or placement thereon of any tangible personal property, including the depositing of any kind of fill material is prohibited

(D). Tree removal, excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface or to otherwise alter the topography of the flood plain is prohibited.

17. POND. Currently the Pond and all areas located near the Pond are off-limits to Stormont Highlands homeowners and to the public. This access to the Pond is strictly prohibited until notified in writing by Declarant. Declarant will allow access and use of the Pond facilities when it deems suitable and fit for use in its sole discretion. Furthermore with regards to fishing, the pond is catch and release only until such time as specified by Declarant.

18. PAVILION. Pavilion usage will be outlined and amended after completion of the improvements. Declarant reserves the right to determine public usage including the option to reserve and potentially rent the Pavilion for private parties.

19. DEVIATIONS BY AGREEMENT WITH DECLARANT. Declarant hereby reserves the right to enter into agreements with the grantee of any Lot or Lots without the consent of grantees of other Lots or adjoining or adjacent property to deviate from any or all of the Covenants set forth in this Clause IV provided Declarant shall in its sole discretion determine that there are causes, difficulties, or hardships evidence by the grantee to warrant such deviation (which shall be evidenced by an agreement in writing) shall constitute a waiver of any such Covenant as to the remaining real property in This Subdivision nor shall same constitute a violation of Covenant within the meaning of Paragraph 2 Clause VII. However, no deviations may be permitted which affect the Stormwater Detention Facilities and Improvements without the prior written approval of Winnebago County.

20. FEES. Each Lot owner agrees that it shall be the Lot owner's sole responsibility to pay as a condition of issuance of a building permit, all applicable local fees, including but not limited to School District Impact Fees. School District Impact Fees are currently set at \$1,979.84 for 3 bedroom residences, and \$2,645.46 for 4 bedroom residences.

CLAUSE V

ARCHITECTURAL REVIEW COMMITTEE

1. CREATION. The Architectural Review Committee shall initially consist of :

1. Daniel R. Hauser.

In the event of the death or resignation of any member of the Committee, Declarant shall have the right to designate a successor so long as the Declarant shall own real estate or interests therein accumulating more than one percent of the area within Stormont Highlands Subdivision. It is the expressed intent of the Declarant that it shall appoint all of the members of the Architectural Review Committee until its ownership is reduced to the percentages referred to in this Clause. After Declarant's percentage of ownership of lots has been reduced to less than one percent of the lots within Stormont Highlands Subdivision, the Architectural Review Committee shall immediately resign and an election shall be held by the Association to nominate and elect three new members of the Architectural Review Committee. Each Lot in Stormont Highlands Subdivision shall have one vote per member which right shall be cumulative. A simple majority of votes cast shall elect each member of the Architectural Review Committee.

2. PROCEDURE. All plans, specifications, and other material, for the improvement of any Lot shall be filed in the office of the Declarant for referral to the Architectural Review Committee, as

provided in Clause IV, paragraph 13 hereof. The Architectural Review Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee.

A report in writing setting forth the decisions of the Committee and reasons thereof shall thereafter be transmitted to the applicant by the Architectural Review Committee within 10 days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Committee will aid and cooperate with prospective builders and make suggestions from preliminary sketches. Exhibit "C" more specifically outlines the Minimum Architectural Guidelines of the Architectural Review Committee, but nothing therein alters or impairs the broader authority of the Architectural Review committee expressed in these Covenants.

CLAUSE VI

STORMONT HIGHLANDS SUBDIVISION ASSOCIATION

1. CREATION AND PURPOSES. There shall be formed an Illinois not-for profit corporation to be known as the Stormont Highlands Subdivision Association, Inc. (hereinafter referred to as the ("Association")), whose purposes shall be to insure high standards of maintenance and operation of all property in the Stormont Highlands Subdivision now or hereafter reserved by Declarant for the common use of all owners of property therein including all Outlots, Green Space, Pond, Park, Pavillion, Nature Habitats, Prairie Grasses, Entrance Landscaping, and Stormwater Detention Facilities, Street Lighting and Improvements. The Association is in place to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of this Subdivision and other property in Stormont Highlands heretofore or hereafter subjected by Declarant to the Covenants or other covenants comparable to those contained in this Clause VI.

2. MEMBERSHIP AND VOTING. Declarant and every record owner of a fee simple interest in This Subdivision and other property in Stormont Highlands heretofore or hereafter subjected by Declarant to the Covenants contained in this Clause VI, shall become and be a member for the Association, and each such member shall be entitled to one vote for each Lot owned by him or it on each matter submitted to a vote of members provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Anything herein to the contrary notwithstanding, each full platted Lot on a plat of subdivision shall be deemed a separate Lot, entitling the owner thereof to one vote for each such full Lot owned. A majority of

the total number of votes available to all members of the Association shall be required for the creation of the initial by-laws and rules of procedure for the Association, except as contained in This Clause IV:

- A. To manage, control, and maintain the Entrance Landscaping, Outlots, Open Space, Green Space, Prairie Grass Areas, Wildlife Habitats, Nature Areas, Pond, Park, Pavilion, Stormwater Detention Facilities, Street Lighting and Improvements.
- B. To care for, spray, trim, protect, and replant trees in places where trees have once been planted, and prairie grasses in the parkways which are in the streets and in the Open Space and Green Space areas set aside for the general use by the owners.
- C. To mow, care for, and maintain vacant and unimproved property and to remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved Property and parkways in front of any property neat in appearance and in good order.
- D. To provide for the maintenance of the Open Space, Green Space, Prairie Grass Areas, Wildlife Habitats, Pond, Park, Pavilion, and Stormwater Detention Facilities and for the care and maintenance of facilities in any public street or park, or on any land set aside for the general use of the property owners.
- E. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes: (i) on such real estate as may be owned by it; and (ii) which may be assessed against the community grounds whether or not owned by the Association.
- F. To make such improvements to the Open Space, Green Space, Prairie Grass Areas, Wildlife Habitats, Pond, Park, Pavilion, Stormwater Detention Facilities and parkways within streets and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the area over which it has jurisdiction a highly desirable exclusive residential community.
- G. To repair, maintain, and pay monthly electric bill for Subdivision street lighting.
- H. To create and manage financial reserves to provide for the foregoing duties.
- I. To appoint members of the Architectural Review Committee when and as permitted in Clause V hereof.
- J. To hire Contractors to perform any of the functions undertaken by the Association.
- K. To borrow money in reasonable amounts for Association purposes.

L. To purchase liability insurance, directors and officers errors and omissions insurance, and all other such insurance as may be deemed necessary by the Association.

3. METHOD OF PROVIDING GENERAL FUNDS. For the purpose of providing a general fund to enable the Association to exercise the powers and make and maintain the improvements and render the services provided for, an assessment shall be levied, assessed, and collected from the owner of each Lot in The Subdivision.

A. Each owner of a Lot shall be assessed an equal amount for each Lot owned. The budget shall be divided by the number of platted lots of record and the resultant figure assessed to each Lot as the annual assessment. The annual association dues have initially been set at \$150.00 for Plat 1. Upon the start of construction of Plat 2 annual Association dues will increase to \$250.00 to accommodate for additional expenses related to the Park, Pavilion, and Pond areas located within Plat 2. Association dues are payable on or before May 15th for the year 2008, payable on or before January 1st for the year 2009 and all subsequent years. All dues shall be pro-rated upon closing to a third party.

B. In the event of failure of any lot owner (other than Declarant) to pay any assessment on or before thirty (30) days following notice to such owner of such assessment or the scheduled due date thereof, then such assessment shall become delinquent and shall bear interest at the rate of two (2) points over the prime rate as disclosed by The Wall Street Journal from the due date thereof to the date of payment, and the Association shall have a lien on each Lot against which such assessment is levied to secure payment thereof, in the principal amount owing plus interest and collection costs. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, and/or as a lien on said real estate. The Association may, at its discretion, file certificate of nonpayment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners or the real property described therein a processing fee of fifty dollars (\$50.00), which fee is hereby declared to be part of the collection costs.

C. The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property.

4. EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR. The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any reserves which it may have on hand.

A. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair, or replacement of any of the areas required to be maintained by the Association hereunder, including fixtures

related thereto. Any such assessment must be approved by a majority of the members of the Association.

B. The Declarant shall be responsible for the maintenance of all improvements specified in the above paragraph until such time as ninety (90) percent of the Lots therein have been sold. Thereupon, maintenance responsibility shall become the responsibility of the Association, provided that said transfer of responsibility shall not occur until all requirements of the applicable ordinance relating to on-site detention improvements have been complied with and final inspection, approval, and a certificate of compliance has been made by Winnebago County and any other agency authorized by ordinance to inspect and approve the improvements. All on-site detention improvements shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit their use and function for the management of stormwater. Nothing herein precludes the Developer from seeking and enforcing reimbursement from the Association for expenses attendant to compliance herewith.

CLAUSE VII

GENERAL PROVISIONS

1. Each of the Covenants set forth in the Declaration shall continue and be binding as set forth in paragraph 2 of this Clause VII for an initial period of thirty (30) years from the date of recording of this Declaration with the Recorder of Deeds of Winnebago County, Illinois and thereafter for successive periods of twenty-five (25) years each; provided however, that the easements and provisions relating to the creation, maintenance, and care of the Open Space, Green Space, Prairie Grass Areas, Wildlife Habitats, Pond, Park, Pavilion, Street Lighting, Stormwater Detention Facilities and parkways or other improvements remain in compliance with applicable ordinances and regulations relating to the same, and shall be perpetual, and may only be modified with the prior written approval of Winnebago County.

2. The Covenants herein set forth shall run with the land and bind the Declarant, its successors, grantees, and assigns, and all parties claiming by, through, or under them. Declarant, the Association, any Lot Owner, and Winnebago County shall each have the right to sue for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages.

Wherever there shall have been built on any Lot in This Subdivision any Building which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after receipt by the owner of such Lot of written notice of such violation from Declarant or the Association, then Declarant or Association, as the case may be, or persons authorized by it shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant to enforce any of the Covenants herein set forth as to any violation be deemed to be a waiver of the right to do so as to any violation nor shall such failure entitle any owner to claim, sue for, or receive any damages or other payment from Declarant.

3. Except with respect to Clause VI, and except as to any matters which may affect the Open Space, Green Space, Prairie Grass Areas, Wildlife Areas, Pond, Park, Pavilion, Street Lighting, Stormwater Detention Facilities and parkways or other improvements (which requires the prior written approval of Winnebago County), the record owners in fee simple of the lots in This Subdivision may revoke, modify, amend, or supplement in whole or in part any or all of the Covenants and conditions contained in the Declaration and may release from any part or all said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

(A). Any such change or changes may be made effective at any time within eight (8) years from the date of recording of this Declaration if consent thereto is procured from the record owners in fee simple of the real estate which constitutes ninety (90%) percent of the surface area within (i) This Subdivision and (ii) all other portions, if any, of Stormont Highlands owned by Declarant.

(B). Any such change or changes may be made effective after the end of said initial eight (8) year period if the record owners in fee simple of at least two-thirds (2/3) of the Lots in This Subdivision and all other portions of Stormont Highlands subjected to the Covenants consent thereto.

(C). Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners (and Declarant, if required) and recorded in the office of the Recorder of Deeds of Winnebago County, Illinois.

A recorded certificate shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in This Subdivision and shall run with the land and bind all persons claiming by, through, or under any one or more of them.

4. All Covenants, liens, and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in This Subdivision, and none of said Covenants, liens, or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage, However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors, or assigns shall hold any and all such property so purchased or provisions of this Declaration.

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

6. Declarant reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, easements, powers, and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Winnebago County, Illinois, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.

7. Each owner of a Lot in Stormont Highlands shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

8. In the event of violation of any covenant or restriction, after 30 days written notice to the affected Lot owner, the Association, or the Declarant may, at their option, enter the Lot and cause such violation to be cured. No such entry by Declarant or any contractor of its appointing shall be deemed a trespass. If the Declarant chooses to exercise this option any remedy to cure shall cause a lien to arise and be created in favor of the Association or Declarant against any such Lot for the full amount expended or otherwise chargeable therefore, including the cost of supervision, contracting fees and office overhead. The full amount chargeable to such Lot shall be due and payable within thirty (30) days after the owner has been billed therefore, and the lien shall be enforceable in the same manner as liens created pursuant to Clause VI, paragraph 4 thereof. The Association or Declarant shall also have the right to enforce such rights in a court of law by injunction, specific performance or other appropriate remedy.

9. All rights and remedies available to Declarant under the terms of the Covenants shall be exercisable by any one of the following, and all notices, consents, and acts of any one of the following in connection with the Covenants shall be binding upon all persons, as fully as if the same were the acts, consent, or notice of Declarant: (i) any transferee of all of the real estate in Stormont Highlands from time to time owned by Declarant; or (ii) any transferee of the entire beneficial interest in Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed and attested as of the day and year first above written, and to be submitted to Winnebago County, Illinois to record.

DECLARANT:

Hauser Youssi Development, LLC

Daniel R. Hauser
President

Date

EXHIBIT "A"
LEGAL DESCRIPTION

PROPERTY DESCRIBED AS: Part of the East Half of Section 26 and part of the Northeast Quarter of Section 35, both located in Township 26 North, Range 11 East of the Fourth Principal Meridian, bounded and described as follow to-wit: Commencing at the point of intersection of the East line of said Section 26 and the Northerly right-of-way line of Montague Road, said point being a distance of 2162.88 feet North of the Southeast corner of said Section 26; thence North $00^{\circ}49'56''$ West along the East line of said Section 26, a distance of 482.83 feet to the East Quarter corner of said Section 26; thence South $88^{\circ}35'50''$ West along the South line of premises conveyed in a Quit Claim Deed recorded as Microfilm Number 0385810 in the Recorder's Office of Winnebago County, Illinois, a distance of 191.45 feet to the Point of Beginning of this description; thence continuing South $88^{\circ}35'50''$ West along said South line, a distance of 277.91 feet to the West line of premises conveyed in said Quit Claim Deed; thence North $02^{\circ}58'26''$ West along said West line, a distance of 561.39 feet to the North line of premises conveyed in said Quit Claim Deed; thence South $87^{\circ}59'54''$ East along said North line, a distance of 488.85 feet to the East line of said Section 26; thence North $01^{\circ}03'13''$ West along the East line of said Section 26, a distance of 2080.33 feet to the South right-of-way line of Edwardsville Road; thence South $88^{\circ}25'42''$ West along the South right-of-way line of said Edwardsville Road, a distance of 2627.69 feet to the West line of the Southeast Quarter of said Section 26; thence South $00^{\circ}58'46''$ East along the West line of the Southeast Quarter of said Section 26, a distance of 5256.76 feet to the Southwest corner of the Southeast Quarter of said Section 26; thence South $00^{\circ}53'47''$ East along the West line of the Northeast Quarter of said Section 35, a distance of 11.80 feet to the Northerly right-of-way line of said Montague Road; thence North $49^{\circ}05'59''$ East along the Northerly right-of-way line of said Montague Road, a distance of 1247.86 feet to the West line of premises conveyed in a Quit Claim Deed recorded as Microfilm Number 0330510 in said Recorder's Office; thence North $40^{\circ}54'01''$ West along said West line, a distance of 442.00 feet to the North line of premises conveyed in said Quit Claim Deed; thence North $49^{\circ}05'59''$ East along said North line, a distance of 591.31 feet to the East line of premises conveyed in said Quit Claim Deed; thence South $40^{\circ}54'01''$ East along said East line, a distance of 442.00 feet to the Northerly right-of-way line of said Montague Road; thence North $49^{\circ}05'59''$ East along the Northerly right-of-way line of said Montague Road, a distance of 1339.56 feet to the West line of premises conveyed in a Quit Claim Deed recorded as Microfilm Number 0385809 in said Recorder's Office; thence North $00^{\circ}49'56''$ West along said West line, a distance of 641.94 feet to the Point of Beginning, containing 237.965 acres, more or less, all being situated within the County of Winnebago and the State of Illinois.

EXHIBIT "B"

Application for Approval

To: Stormont Highlands
Architectural Review Committee
ATTN: Daniel R. Hauser
7210 E. State Street Suite 206
Rockford, Illinois 61108

From: _____

Date: _____

Enclosed are documents as required for the Architectural Review Committee of Stormont Highlands Subdivision, Winnebago County, Illinois as they pertain to Lot_____.

_____ Architectural Drawings

_____ Site Plan

_____ Specs

List of exterior colors and finish types
(Include Samples of Each)

APPROVED: _____

EXHIBIT "C"
STORMONT HIGHLANDS
ARCHITECTURAL REVIEW COMMITTEE
ARCHITECTURAL GUIDELINES

With a view toward protecting and maintaining the integrity of this Subdivision, the following architectural guidelines have been established to indicate the philosophy of the Architectural Review Committee and to convey the requirements which must be met before development activities can commence on individual Lots.

The Architectural Review Committee is composed of Daniel R. Hauser, President, Hauser Youssi Development, LLC.

The Architectural Review Committee will use the Architectural Guidelines for the purpose of reviewing proposed homes but may individually consider the merits of any home due to special conditions that are felt to provide benefits to the adjacent area, the specific site, or to the community as a whole. It is the intention of the Architectural Review Committee that This Subdivision maintain a quality effect.

Prior to the commencement of any construction activity of any type on any Lot, an APPLICATION FOR APPROVAL of such work must be submitted by the property owner to the Architectural Review Committee. Included with the application shall be such documents and other information as may be requested by the Committee. Approval by the Architectural Review Committee must be received prior to the start of grading or construction.

SITING:

The Architectural Review Committee will consider each Lot independently, and will give extensive consideration to each individual development plan's impact upon adjacent Lots.

Design consideration must be given to the following:

1. Physical terrain of the site
2. View to the project site from adjacent Lots
3. Natural amenities
4. Proximity of adjacent structures
5. Driveway access
6. Height of structures

The building shall be located within the building setback lines recorded on the Stormont Highlands Subdivision Plat.

EXTERIOR MATERIALS AND COLORS:

The exterior of the building must be brick, stone, stucco, natural cedar or vinyl siding, applied horizontally. A minimum of 20% of the finish surface area of the home shall be brick, or stone not less than eight inches in size, unless other special materials acceptable to the Architectural Review Committee are used to specifically improve and enhance the exterior impression in a manner acceptable to the committee. Other natural materials such as cedar will be considered. All exterior finish colors must be approved by the Architectural Review Committee.

GARAGE SIZE:

Garages shall be a minimum size of three cars.

DESIGN STANDARDS:

All front facing roof pitches shall be a minimum of 8 inches high for every 12 inches wide. All side facing roof pitches shall be a minimum of 6 inches high for every 12 inches wide. The roof material will be dimensional shingles of not less than 30 year quality or other compatible material acceptable to the Architectural Review Committee.

The front elevation of the building must include a minimum of 8 inch wide fascia and 6 inch wide frieze boards on all gables. The eaves and gables of the roofs will be a minimum of 12 inches, measured horizontally.

DRIVEWAYS AND CULVERT TUBES:

Per Winnebago Township Ordinance, Driveway width is a maximum 24 foot wide at the edge of pavement. Developer recommends 18 foot wide driveway at culvert tube with a 3 foot swing on each side. Also per Winnebago Township Ordinance all culvert tubes shall be 15 inch diameter, 24 feet in length and include flares.

LANDSCAPING:

Owners will be encouraged by the Committee to suitably landscape their Lots. All graded slopes are to be planted with vegetation that is acceptable to the Committee to prevent erosion. Walkways and driveways should complement the landscape and natural contours of the site. Retaining walls should consist of boulders, natural stone, or a modular wall system approved by the Architectural Review Committee.

FENCES:

There shall be no fences erected in front or side yards. The design and location of all fences shall be submitted to the Committee for approval prior to installation. Fences may be erected in the shadow of the rear of the house only.

OUTBUILDINGS:

No outbuildings, sheds, storage sheds, huts, trailers, tents, vehicles, boats, recreational vehicles or shacks shall be constructed, erected, or parked upon a lot unless enclosed in the garage. Ornamental play houses may be allowed only with express written approval from the Architectural Review Committee. Ornamental play houses are not encouraged but may be allowed on a limited basis only if approved in writing by the Architectural Review Committee. Decisions will be based on design, aesthetics, color, and location on the lot. Gazebos for

recreational use and or in conjunction with a spa or hot tub will be allowed. However, plans, pictures and specifications for gazebos should be provided and approved in advance by the Architectural Review Committee

REMODELING AND ADDITIONS:

Remodeling and additions to existing improvements are required to meet the criteria as new construction. All criteria concerning aesthetics, color, site location, wind, sun, landscape, grading and excavation, roofs, height limit, setback, lighting, etc., will be significant concern to the Architectural Review Committee. Plans must be submitted for review by the Architectural Review Committee.

EXHIBIT "D"

ACKNOWLEDGEMENT OF COVENANTS

I hereby acknowledge that I have read and received a copy of the attached set of Covenants for the Subdivision commonly referred to as Stormont Highlands. The Covenants outline in part my duties and responsibilities as a Lot owner in the Stormont Highlands Subdivision. As noted within the Covenants annual Association dues have initially been set at \$150.00 for Plat 1. Upon the start of construction of Plat 2 annual Association dues will increase to \$250.00 to accommodate for additional expenses related to the Park, Pavilion, and Pond areas located within Plat 2.

Print Name

Signature

Lot # _____

Date: _____