

This instrument prepared by: C. Kenneth Blood, Attorney at Law, 200 West River Drive, St. Charles, Illinois 60174

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS  
RESERVATIONS AND GRANTS OF THE HAZELWOOD SUBDIVISION  
UNIT II

ARTICLE I

DECLARATION - PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) is the owner of certain property located in Kane County, Illinois, and desires to create thereon a planned community development, except as herein otherwise provided.

SECTION 2. DECLARATION: Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of real estate described in Exhibit A attached hereto and made a part hereof.

ARTICLE II

SECTION 1. On and after the date hereof, title to the aforesaid property shall be subject to the following covenants to run with the land which are restrictive covenants applicable to all of the property in Phase 2 of Hazelwood Trails in Campton Township, Kane County, Illinois. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot within said subdivision that does not comply with the following minimum restrictions:

(a) A single family dwelling not to exceed a three car garage. Said dwelling to be occupied by not more than six persons except as members of the immediately family.

(b) No building shall be constructed nearer than 75 feet to any front lot line and 20 feet from any side lot line or 10 percent of the width of the lot at the setback line, whichever is greater, and 20 feet from any rear lot line, except for the following lot dimensions:

- Lot 18 - 75 feet from the Westerly line and 50' feet from the Northerly line;
- Lot 23 - 75 feet from the Westerly line and 50' feet from the Northerly line;
- Lot 24 - 140 feet set back line;

Lots 30, 31, 32, 33, 34 & 35 - all have 35' set back lines

Lot 41 - 75 feet from the Easterly line and 50 feet from the Northerly line;

Lot 49 - 125 feet from the Easterly line and 50 feet from the Southerly line;

(c) No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises at anytime.

(d) Said premises shall not be divided or resubdivided into lots, or smaller parcels of land except to conveyances between contiguous owners of not more than 20 percent of a lot.

(e) No keeping of cattle, horses, poultry, swine, or other animals, except domestic pets shall be permitted on any lot.

(f) No dwelling house shall be constructed with less than 2,700 square feet exclusive of porches and garages for a two story house; 2,300 square feet for a one story house. There shall be no split-level, multi-level, or raised ranch houses constructed on the premises. Such provision may be revised, altered, or changed, but only upon approval of 2/3 of the then owners of lots or lands with the owners of each tract having one vote.

(g) No aluminum siding shall be permitted on any dwelling or out building, excepting the soffits and fascia.

### ARTICLE III

#### ARCHITECTURAL REVIEW PROCESS

##### SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER.

(a) The following matters require the prior written approval from the developer pursuant to the procedures set forth in Article III, Section 2: (1) All plans and specifications for any buildings, fences, walls, driveways, and any other structures of any kind which are to be erected, constructed, placed, or maintained upon the properties: (2) All plans and specifications for any landscaping, including without limitation trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground, which is to be constructed, placed, or maintained upon the properties. (3) All plans and specifications for any exterior addition, or change or alteration in, any dwelling, dwelling accessory building, any other building, fences, walls, driveways, and any other structures, or any additions to, or changes or alterations in, any landscaping. (4) All site plans showing the proposed location of any of the matters set forth above.

The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first been obtained. The erection and construction of a dwelling shall not be commenced without the prior written approval of the Developer having first been obtained for the matters set forth in this section 1(a) and 2.

(b) The plans and specifications submitted to the Developer with respect to the matters set forth in the preceding paragraph shall be an exact duplicate of the final plans and specifications for such matters approved by the Kane County Building Department.

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS. Except as otherwise provided herein, whenever approval is required of the developer of matters set forth in Article III, Section 1, two complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specifications within thirty (30) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications. One complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications, shall thereafter be made without first obtaining the written consent of the Developer, which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

(b) If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner submitting the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which are deficient. the Developer may withhold approval for any reason deemed by it to be appropriate including aesthetic reasons, except that approval will not be withheld capriciously or unreasonably. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to re-submit revised plans and specifications pursuant to the above procedure as often as necessary until the revised plans and specifications are either approved by Developer or are

permanently withdrawn by Owner. Owner shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

(c) The landscape plans shall be submitted for approval within thirty (30) days after the building permit is issued unless such time is extended by the Developer.

SECTION 3. ASSIGNABILITY. The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

SECTION 4. In reviewing the plans pursuant to this Article III, the Developer shall pay particular attention to the following matters:

(a) The silhouette and outside elevation of the home to be constructed.

(b) The type of material and color of the exterior of the home.

(c) The trim and window treatment.

(d) The type material and color of any masonry including the chimneys.

(e) The design and material used in any porches, garages, patios, and retaining walls.

(f) The location of the home on the lot and the landscaping of same.

The Developer may require samples for any of the above materials.

#### ARTICLE IV

##### GENERAL RESTRICTIONS

SECTION 1. QUALITY OF STRUCTURES. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Developer or this Declaration.

SECTION 2. NUISANCES. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

SECTION 3. RADIO AND TELEVISION RECEIVERS. Radio

or television transmission or receiving towers, antennas, receivers, or other reception dishes are not permitted, except within the interior portion of a dwelling.

SECTION 4. GARDENS. Except as otherwise approved by Declarant, no garden of any type, whether for the production or maintenance of shrubs, landscape plantings (other than decorative flower beds), or foods, are permitted, with the exception that one garden of a dimension not larger than one thousand (1,000) square feet shall be permitted on each lot. All lawns, gardens, and other landscaped planning shall be kept reasonably free of weeds and maintained in a reasonable fashion.

SECTION 5. SWIMMING AND WADING POOLS. Swimming or wading pools above ground level are expressly prohibited.

SECTION 6. TEMPORARY STRUCTURES. Any mobile or stationery trailer, mobile home, recreational van/vehicle, camper, boat or snowmobile must be kept within an enclosed garage. No temporary building of any kind shall be allowed. Temporary structures used during construction of a structure shall be on the same lot as the structure and shall be removed upon completion of construction. This provision shall not apply to a temporary structure erected, placed or maintained upon the properties by the Developer.

SECTION 7. FENCES. The following fences are the only fences which shall be permitted on dwelling lots. A boundary fence, not more than six (6) feet in height, made out of "rail" or "splitrail" fencing and erected within ten feet of the outer boundary of a lot shall be permitted. A fence enclosing in-ground swimming pools, as required by local governmental regulations, shall be permitted but shall not exceed six feet in height. One chain link fence not more than six feet in height with maximum dimensions of 10 feet by 20 feet shall be permitted for confinement of domestic animals so long as said fence is completely shielded by landscape material which provides year-round screening, and so long as the said fence is not more than five feet from the dwelling at its closest point and more than fifteen feet from the dwelling at its farthest point if placed in the side yard, and not more than fifteen feet at its closest point if placed in the rear yard. One fence not exceeding eighteen inches in height and placed upon the boundary of a garden shall be permitted. No other fence of any type shall be erected or maintained upon any dwelling lot. This Section shall not apply to fences placed upon the common properties by the Developer or its agents.

SECTION 8. LOT APPEARANCE. No owner shall accumulate or allow to accumulate on his lot junked vehicles. Litter

refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefor and, if outside, they shall be properly screened. Fuel tanks shall be underground. Tarpaulins and similar covering materials are prohibited.

SECTION 9. The owners of 2/3 of the lots in the subdivision shall have the right (but not the obligation) to form a homeowners association to enforce the terms and conditions of these covenants. The purposes of said association shall be to cooperate with the Developer, to assist with enforcing the high standards established for property in Hazlewood Trails under the covenants and to insure the provision of certain services and facilities of common benefit to all or a majority of lot owners and in general to maintain and promote the desired character of Hazlewood Trails Subdivision.

SECTION 10. The homeowners association shall have such powers as may be reasonably required to implement the purposes set forth in Section 11, including the right to levy a reasonable annual assessment formally against each lot.

## ARTICLE V

### GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the homeowners or any association formed by them for a term of twenty years from the date that this Declaration is recorded with the Kane County Recorder. After which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of 2/3 of the lots within the existing properties has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every lot owner at least 90 days in advance of any such action taken.

SECTION 2. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages, or against the land to enforce any lien created by these covenants. Should the Developer or the association employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer

or the association by reason of such enforcement or prosecution, including reasonable attorneys' fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecution is brought. The Developer and the association shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or the Association, or the owners of any land subject to this Declaration, in exercising any rights, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer or the Association for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer or the Association.

SECTION 3. MODIFICATION. By recorded supplemental declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of six years from date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

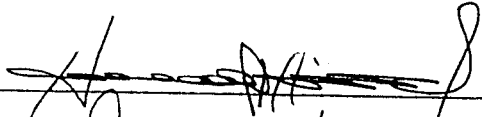
SECTION 5. OCCUPANTS. All of the obligations, liabilities, and covenants imposed upon owners hereunder shall also be applicable to and imposed upon all persons occupying any lot who are not owners other than Developer.

SECTION 6. DEEDS. Each Owner and Purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

Exculpatory clause attached hereto and made a part hereof.

DATED this 23rd day of August, 1989.

THE NATIONAL BANK & TRUST COMPANY OF SYCAMORE, not personally but as  
Trustee under Trust Agreement dated November 8, 1974 and known as  
Trust Number 1797.

By:  Sr. Vice President & Trust Officer

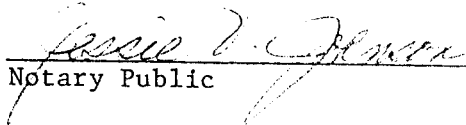
Attest: James M. Kerby Asst. Vice President & Secretary

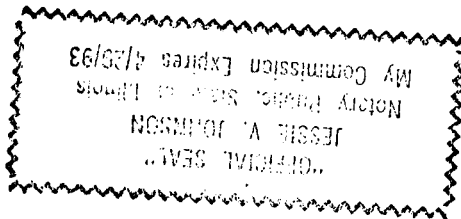


State of Illinois )  
 ) ss  
County of DeKalb )

I, Jessie V. Johnson, a Notary Public in and for the County and State aforesaid hereby certify that Howard A. Heidlauf, Sr. Vice President & Trust Officer, and James M. Kirby, Assistant Vice President & Secretary, of The National Bank & Trust Company of Sycamore, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as said officers, appeared before me this day in person and acknowledged the execution of the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants as their free and voluntary act and as the free and voluntary act of The National Bank & Trust Company of Sycamore

Given under my hand and Notarial Seal, this 23rd day of August, 1989.

  
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Notary Public



This instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 8th day of November, 1974, creating Trust No. 1797, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by The National Bank & Trust Company of Sycamore, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted, or enforced against The National Bank & Trust Company of Sycamore, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

*JMK*