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SANDY WEGMAN
RECORDER - KANE COUNTY, IL

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COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, GRANTS AND EASEMENTS
AFFECTING HANNAFORD FARM
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

THIS DECLARATION is made this 1st day of July 2006, by HANNAFORD FARM, L.L.C., an Illinois Limited Liability Company, hereinafter called "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property to the covenants, conditions, restrictions, reservations, grants and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, grants and easements (hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I
Property Subject To This Declaration

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the Covenants set forth herein is located in the Village of Sugar Grove, Sugar Grove Township, Kane County, Illinois, and is more particularly described as follows, to wit:

Lots 54 through 131 of Unit No. 2, Hannaford Farms, Sugar Grove, Kane County, Illinois.

ARTICLE II
General and Specific Purposes of This Declaration

The real property described in Article I hereof is subject to the Covenants hereby declared to insure the tasteful and consistent development of Hannaford Farm, and every part thereof; to protect each property owner therein from such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper design or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper

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setbacks from streets, and adequate free spaces between structures; to insure desired high standards of maintenance and operation of any community facilities and services developed for the benefit and convenience of all owners of property and all residents and, in general, to provide adequately for a residential subdivision of the highest quality and character.

Notwithstanding the fact that a portion of the landscape berms and areas may exist on publicly dedicated rights-of-way, all successors and assigns to Declarant's interest in the real property, and each and all of them, hereby agree to perform and/or assume any and all normal annual and seasonal landscape maintenance responsibilities and costs in connection with the aforementioned landscaping and they further agree to HOLD HARMLESS AND INDEMNIFY the Village of Sugar Grove, Illinois, and its officers, employees and agents from any cause or causes of action arising out of the performance of the maintenance obligations and planting obligations as set forth herein.

ARTICLE III Definitions

BASEMENT: A portion of a building located partly underground but having half or more than half its clear floor to ceiling height below the average grade of the adjoining ground at the building front.

BUILDABLE AREA: (For the purpose of measuring lot width) The narrowest width within the 30 feet of a lot depth immediately in back of the front yard setback line falling inside the side yard setbacks.

BUILDING: Any structure roofed or otherwise, intended for the shelter, housing, or enclosure of any person, animal, or chattel.

ACCESSORY BUILDINGS: A subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

BUILDING HEIGHT: The vertical distance measured from the established ground level to the highest point of the ceiling beams in the case of a flat roof, to the highest point of a mansard roof, and to the mean level of the topside of rafters between the eaves and the ridge of a gable, hip or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

DWELLING: A single family residential building or portion thereof, but specifically not including hotels, motels, rooming houses, nursing homes, mobile homes or any form of camping or traveling vehicles or machinery.

FAMILY: One or more persons, together with his or their domestic employees maintaining a common household in a dwelling.

FRONT BUILDING LINE: A line on a lot as delineated or described on the recorded plat of subdivision that denotes the required depth of a front yard.

GARAGE: An enclosed storage area with doors designed or used for storage of motor vehicles.

LOT: A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

LOT AREA (Gross): 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 or contiguous to an existing or dedicated street line as shown on the recorded plat. On corner lots, HANNAFORD FARM L.L.C., or its successors or assigns must approve the owner's selection of the intended front yard designation.

LOT LINE, REAR: That boundary of a lot which is most distant from the front lot line and is, or is approximately, parallel to the front lot line. If the rear lot line is less than 10 feet in length, or if the lot line forms a point at the rear, the rear lot line shall be deemed for the purposes of these Covenants to be a line ten 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.

PARKWAY: The unpaved but improved strip of land within a street right-of-way and which is parallel to the roadway and may be adjoined to the lot.

STORY: That portion of a building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and ceiling next above. A basement shall be counted as a story where one or more sides are a part of the exterior elevation. A cellar shall not be counted as a story.

STRUCTURE: Anything other than a building or accessory building erected or constructed on a lot the use of which requires more or less permanent location on or in the ground 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. For purposes of this definition decks, play sets, fences, and "ornamental" masonry walls shall also be construed to be structures and shall be subject to the approval process hereinafter set forth.

ARTICLE IV
General Restrictions

1. Land Use and Building Type: All lots in Hannaford Farm shall be used for private single family residence purposes only, and no other building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained thereon, except one dwelling, designed and erected for occupancy by one family, and a private garage containing no less than two and no more than four parking spaces for the sole use of the owners or occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of the domestic employees of the owner or occupants, but shall not be used for rental purposes.

2. Building Height: No dwelling shall be erected, altered, or placed, which is more than two and one-half (2 ½) stories or a maximum overall height that is allowed by the Village of Sugar, whichever is less. No accessory building or structure shall exceed 18 feet in height unless a greater height is approved in writing by HANNAFORD FARM L.L.C., or its successors and/or assigns.

3. Dwelling Quality and Size: It is the intention and purpose of these Covenants to assure that all dwellings shall be of uniformly high quality design, workmanship and materials, as approved by HANNAFORD FARM L.L.C. or its successors and/or assigns. All dwellings shall be constructed in accordance with applicable governmental building codes and in accordance with those more restrictive standards that may be required by HANNAFORD FARM L.L.C., or its successors and/or assigns.

4. Location on Lot: No building shall be located on a lot nearer to the front lot line than the front building line shown or described on the recorded plat of subdivision of Hannaford Farm. No dwelling shall be located within 30 feet of a rear lot line or 10 feet of a side lot line not adjoining a street. The construction of tennis courts and below ground swimming pools and appurtenant fencing and landscaping shall require the prior written approval of HANNAFORD FARM L.L.C., or its successors and/or assigns. No tennis courts or below-ground swimming pools shall be located on a lot nearer to the front lot line than the front yard setback line nor closer to a side yard line than the prescribed minimum setback as required by appropriate municipal codes. In the case of corner lots, a front yard setback must be honored on both exposures for the purpose of a tennis court or below ground swimming pool. Swimming pools that are of the type that are constructed either on grade or partially below grade is expressly prohibited. "Hot tubs", "Jacuzzis" and other similar structures which are designed or intended to contain water is hereby determined to be structures as defined in Article III hereof.

5. Lot Width: No dwelling will be permitted on that portion of any lot at a point having a width of less than 80 feet within the buildable area or such lesser width as permitted.

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 have a wearing surface of asphalt, concrete, or the equivalent thereof. All parkway driveway apron improvements shall be of a concrete material. Plans and specifications for driveways, culverts, pavement edging, and/or markers shall be approved in writing by HANNAFORD FARM L.L.C., or its successors and/or assigns.

7. **Accessory Buildings and Structures:** All accessory buildings and structures of any kind may be erected in such manner and location only as hereinafter provided and as approved in writing by HANNAFORD FARM L.L.C., or its successors and/or assigns.

8. **Natural Drainage Ways:** Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, the lot owner may, with the written approval of HANNAFORD FARM L.L.C., or its successors and/or assigns, take such steps as shall be necessary to remedy such conditions; provided, however, that no alterations or diversions of such natural flow proposed by the lot owner will cause damage to other property, either inside or outside the confines of Hannaford Farm or interferes with the water handling in Hannaford Farm as engineered and approved by the governmental authorities.

9. **Easements:** In the recorded Plat of Subdivision of Hannaford Farm, Declarant has:

a) Granted an easement to SBC, NICOR, COMED, MEDIACOM, FOX METRO, and the VILLAGE OF SUGAR GROVE, and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the subdivision with telephone and electric service; also the right to use the streets for said purposes, the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment and finally the right to cut down and remove any trees, shrubs or saplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. No permanent buildings or trees shall be placed on said easement but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted; and

b) Created easements for drainage and wetland conservation in and along the streets at such locations as are shown by dotted lines and marked accordingly on the plat.

c) No alteration, planting, dumping, or encroachment shall be permitted on any drainage or wetland conservation area.

10. **Home Occupation, Nuisances and Livestock:** No home occupation or profession shall be conducted in any dwelling or accessory building thereto located in Hannaford Farm which does not meet the standards and provisions of the Zoning

Ordinance of the Village of Sugar Grove, Illinois, as may be amended from time to time. 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, any annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs and/or cats over four months of age shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves will be permitted as or if allowed by municipal ordinance from time to time. The use of a driveway, or any area of any lot, temporary or permanent, as a parking place for boats, recreational or commercial vehicles or articles is strictly prohibited. All "commercial vehicles" (automobiles, station wagons, trucks, trailers, etc.) shall be stored either off-site or inside the garages at all times. The violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and in violation of Paragraph 10 of this Article IV.

11. **Plant Diseases or Noxious Insects:** 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.

12. **Nameplates and Hospitality Light Standards, Television, Radio, or any Telecommunication Antennae and Towers, Laundry Drying Facilities or Flag Poles:** A nameplate shall not be more than 432 square inches in area and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or freestanding in the front or side yard, provided that the height of the nameplate is not more than 24 inches above the adjoining ground grade. Hospitality light standard, of a design approved by HANNAFORD FARM L.L.C., or its successors and/or assigns, may be located within the front yard. No television, radio, or any Telecommunication antennae shall be attached to any building or structure. No separate freestanding television, radio or any Telecommunication towers shall be erected or used on any lot. No shall any laundry drying apparatus be permitted outdoors on any lot. Flag poles are permitted provided the pole is not more than 20 feet in height. No satellite dishes shall be attached to any building or structure or erected freestanding without prior written approval from HANNAFORD FARM L.L.C., or its successors and/or assigns.

13. **Temporary Structures:** No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in Paragraph 7 of this Article IV), 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 the same lot as the dwelling, and such buildings or structures shall be removed promptly upon the completion of construction.

14. **Architectural Controls:** It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, fence, wall or other structure shall be commenced, nor shall any addition, change, or alteration thereto be made (except interior alterations) until the construction plans and specifications showing the nature, kind, shape, height, materials, color scheme, and proposed location on said lot together with the grading plan and landscape plan for the proposed improvement have been

submitted to and approved in writing by HANNAFORD FARM L.L.C., or its successors and/or assigns. Said approving agency hereby retains the right to refuse any such construction plans and specifications, location, grading plan, or landscape plan, which are not suitable or desirable, in the opinion of HANNAFORD FARM L.L.C., or its successors and/or assigns, for aesthetic or other reasons; and, in so passing upon such construction plans and specifications, locations, grading plan or landscape plan, HANNAFORD FARM L.L.C., or its successors and/or assigns, shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the compatibility with adjacent or neighboring properties. In no instance shall a building of an exterior design and decoration exactly the same as any other in Hannaford Farm is permitted. All plans, specifications and other materials pertinent to any proposed construction shall be submitted to the office of HANNAFORD FARM L.L.C., or its successors and/or assigns report in writing setting forth the decisions of HANNAFORD FARM L.L.C., or its successors and/or assigns and the reasons therefore shall thereafter be transmitted to the applicant by HANNAFORD FARM L.L.C., or its successors and/or assigns, within 30 days after the date of filing by the applicant of the plans, specifications and other material HANNAFORD FARM L.L.C., or its successors and/or assigns, following the submission of the aforesaid, will aid and assist the prospective residents or their agents and will make every attempt to reasonably cooperate with the wishes of the lot owner. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event:

(a) HANNAFORD FARM L.L.C., or its successors and/or assigns, fails to approve or disapprove, within 30 days after submission, the final plans, specifications and other materials, as required in this Declaration; and

(b) No suit to enjoin construction has been filed within 30 days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to have received compliance.

Lot owners will complete seeding and/or sodding of their entire lot in a timely manner but in no event later than twelve (12) months from the date of closing. Weeds and/or grass height shall not exceed the maximum allowed by the weed control ordinance of the Village of Sugar Grove and shall not become a nuisance.

15. **Underground Wiring:** No above-ground communication, electric or television lines or cable shall be permitted to be placed anywhere in Hannaford Farm other than within buildings or structures. It is intended that all such necessary and approved conduits and cables will be constructed, placed, and maintained underground.

16. **Maintenance of Parkways:** The owners of lots in Hannaford Farm shall be responsible for the maintenance of parkways located between their lot lines and the edges of street pavements on which said lots adjoin and those areas previously set forth.

17. Deviations by Agreement HANNAFORD FARM L.L.C., its Successors and/or Assigns: HANNAFORD FARM L.L.C., its successors and/or assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in this Article IV, provided there are particular difficulties or particular hardships evidenced by the petitioning owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenant involved or any other covenant as to the remaining real property in Hannaford Farm.

ARTICLE V General Provisions

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Paragraph 2 of this Article V for an initial period of thirty (30) years from the date of the recording of this Declaration and thereafter for successive periods of 25 years each.

2. The Covenants herein set forth shall run with the land and bind HANNAFORD FARM L.L.C., its successors, grantees and/or assigns and all parties claiming by, through, or under them. HANNAFORD FARM L.L.C., its successors and/or assigns, and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain prohibitive or mandatory injunction 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. Whenever there shall have been built on any lot in Hannaford Farm any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from HANNAFORD FARM L.L.C., or its successors or assigns, by the owner of such lot, HANNAFORD FARM L.L.C., its successors and/or assigns 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 as trespass. In no event shall the failure of HANNAFORD FARM L.L.C., or its successors and/or assigns, to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. The record owners in fee simple of the residential lots and improvements in Hannaford Farm may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in following manner:

a) Any such change or changes may be made effective at any time within ten (10) years from the date of recording of this Declaration if the record owners in fee simple of all of the lots consent thereto;

b) Any such change or changes may be made effective at the end of said initial thirty (30) year period or any such successive twenty-five (25) year period if the record owners in fee simple of at least two-thirds of said lots consent thereto at least five (5) years prior to the end of any such period; and

c) Any such consent shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and mortgagees and recorded in the Office of the Recorder of Deeds of Kane County, Illinois. A recordable certificate by any title company doing business in Kane County, Illinois, as to the record ownership of said property should 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 Hannaford Farm 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 Hannaford Farm; and none of the 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 if sold under foreclosure of any mortgage or under the provisions of any deed or trust in the nature of a mortgage, or under any 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 acquired subject to all the Covenants, liens and other provisions of this Declaration.

5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision 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. HANNAFORD FARM L.L.C., or its successors or assigns, retains the right, but not the obligation, to vest any Association of homeowners which may be formed with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by HANNAFORD FARM L.L.C., or its successors or assigns, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Kane County, Illinois, and HANNAFORD FARM L.L.C., or its successors or assigns, shall thereupon be relieved and discharged from every duty so vested in the Association.

7. When used in these Covenants, "successor" means a person or corporation who succeeds to the position of HANNAFORD FARM L.L.C. or its successors or assigns as developer of lots in Hannaford Farm, and "assign" means any person or corporation who takes by written assignment from HANNAFORD FARM L.L.C., or its successors or assigns.

ARTICLE VI

Special Service Area Obligations, Municipal Rights to Acquire Common Areas and Prohibition on Resubdivision

1. The following provisions are incorporated herein pursuant to the Annexation Agreement for Hannaford Farm Subdivision by and between the Village of Sugar Grove and Hannaford Farm, L.L.C. as the Owner and Developer described therein (Annexation Agreement).

1. 2. Special Service Area- In the event an Ordinance creating a Special Service area (SSA) district has not been adopted by the Village of Sugar Grove at the time of the recording of this Declaration or at the time of the recording of any Final Plat for the Property subject to this Declaration, or any portion thereof, it is hereby established that the Declarant consents to the creation of an SSA at any time during the duration of the and consistent with the terms and provisions of the Annexation Agreement and no owner shall have the right to legally object to the formation of an SSA where the purpose of the SSA is to create a back-up SSA that shall pay for the cost of maintenance of all detention, common areas, subdivision, monumentation, signage, and any other common areas of the Property as depicted on any recorded Final Plat of Subdivision.

3. Municipal Rights to Acquire Common Areas and Islands-Except for the parcel containing the Barn (Barn Parcel) and improvements on the Barn Parcel the Village of Sugar Grove is, by this Declaration, granted the right at any time during the term of the Annexation Agreement, to purchase from the owner, title to any island within the Village right-of-way as well as the common area lots as depicted on any recorded Final Plat of Subdivision provided that the Village exercises the rights granted herein, that the Village shall not convey the Property to any other person or entity, and the deed conveying the property to the Village shall contain a covenant and restriction consistent with the terms hereof. There shall be no charge for the land and /or any public improvements constructed thereon. The village shall pay any costs associated with closing the transaction and recording the deed. The conveyance will be in an AS IS-WHERE IS condition on the date of the conveyance.

4. Prohibition on Resubdivision- It is hereby declared that any residential lot containing 30,000 square feet or more, as depicted on any recorded Final Plat of Subdivision, shall not be resubdivided into two or more lots.

IN WITNESS WHEREOF, HANNAFORD FARM L.L.C. has caused this instrument to be executed by its Manager and attested by a Member.

HANNAFORD FARM L.L.C.

BY: [Signature]
Timothy B. Lunn, Manager

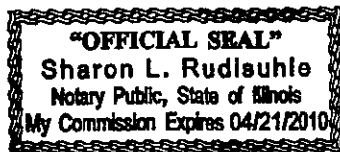
ATTEST:
[Signature]
Edward W. Saloga, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public, in Kane County and State of Illinois, DO HEREBY CERTIFY that Timothy B. Lunn, Manager of HANNAFORD FARM L.L.C., and Edward W. Saloga, Member of said Limited Liability Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such they signed and delivered the said instrument as Manager and Member of said Limited Liability Company pursuant to authority given by the Board of Directors of said Limited Liability Company, as their free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of July, 2006

[Signature]
Notary Public



THIS DOCUMENT PREPARED BY
AND RETURN TO:

Mr. Timothy B. Lunn
HANNAFORD FARM L.L.C.
113 N Batavia Avenue
Batavia, Illinois 60510
(630) 879-7222

Village Clerk
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554

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