

2005K081106

This Instrument Prepared by
and Return To:

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McCuaig, Haeger, Bolz & McCarty
895 W. Main Street
West Dundee IL 60118

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cmw*

SANDY WEGMAN
RECORDER
KANE COUNTY, IL

RECORDED ON
07/15/2005 09:04AM

REC FEE: 29.00
PAGES: 8

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
UNIT 5, HAMPSHIRE HIGHLANDS SUBDIVISION,
HAMPSHIRE, KANE COUNTY, ILLINOIS**

This Declaration is made this 7 day of July, 2005, by Farms of Hampshire, LLC (hereinafter referred to as "Declarant").

RECITALS

A. Declarant is the owner of fee simple title to the real estate legally described as set forth on Exhibit A in the Village of Hampshire, Kane County, Illinois.

B. Unit 5, Hampshire Highlands Subdivision is a parcel of 37 lots subdivided and zoned for single-family and multi-family use and located within the corporate boundaries of the Village of Hampshire, Illinois.

C. Hampshire Highlands Subdivision involves the subdivision of a total of two hundred twenty five (225) single-family and multi-family residential lots.

D. Declarant desires and intends that the owners, mortgagees, residents, occupants and other persons acquiring any interest in Hampshire Highlands Subdivision or in any portion thereof, shall at all times hold their interest subject to the covenants, restrictions and easements set forth herein, all of which are declared to be in furtherance of a plan to promote and protect the attributes of Hampshire Highlands Subdivision as a prime residential community for the use and enjoyment of the owners, mortgagees, residents, occupants and other persons acquiring any interest therein.

NOW, THEREFORE, Declarant declares that the Subject Property, as hereinafter defined, is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions and easements (hereinafter referred to as "Covenants").

Hampshire 5

ARTICLE I

1. The following words when used in this Declaration have the following meanings:
 - a. **Accessory Building:** A detached roofed structure designed or intended for the enclosure, shelter, protection, or storage of animals, chattels, or property, which shall be constructed of like-materials as the Building. It shall have a maximum of 144 square feet.
 - b. **Basement:** A portion of a Building located below exterior grade level, as measured on any exterior wall.
 - c. **Building:** A permanent edifice designed for the habitation of individuals and for the shelter of their property.
 - d. **Corner Lot:** A subdivided lot at the intersection of two (2) streets.
 - e. **Family:** One (1) or more persons living as a single housekeeping unit as from time to time defined by the Village Ordinance.
 - f. **Garage:** Any roofed structure designed or intended for the support, enclosures, shelter or protection of animals, chattels or property.
 - g. **Height of Building:** The vertical distance from the grade to the highest point of the deck line of a mansard roof or to the mean height level between the eaves and the highest ridge for gable, hip and gambrel roofs.
 - h. **Lot:** A subdivided lot in the Subject Property upon which a Single-Family or Multi-Family Dwelling may be constructed, maintained and occupied.
 - i. **Multi-Family Dwelling:** A Building having accommodations for two (2) families in separate units.
 - j. **Parkway Strip:** A strip of land between the roadway and the property line.
 - k. **Single-Family Dwelling:** A Building having accommodations for one (1) family.
 - l. **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 not floor above, the space between the floor and the ceiling next above. A Basement shall be counted as a story where one or more sides is part of the exterior elevation. A cellar shall not be counted as a story.
 - m. **Structure:** Anything other than a Building or Garage erected or constructed on a Lot, the use of which requires more or less permanent location on or in the ground, including signs

or other advertising devices, detached or projecting, and ornamental masonry walls and fences.

- n. Subject Property: Hampshire Highlands Subdivision.
 - o. Village: The Village of Hampshire, a municipal corporation, in Kane County, Illinois.
2. No Building shall be constructed on the Subject Property which has more than three (3) stories nor is more than thirty-five (35') feet in height, or per Village code.
 3. Only a Single-Family or Multi-Family Dwelling may be constructed on each Lot.
 4. All Dwellings shall have an attached Garage containing not less than 500 square feet, with garage doors no higher than nine (9') feet.
 5. For the purposes of this Paragraph 5, the square foot area of living space shall be calculated by using the outside dimensions of the Dwelling exclusive of Garages, porches, and Basements:
 - a. All one story Single-Family Dwellings shall contain not less than 1800 square feet of living space.
 - b. All multi-story Single-Family Dwellings shall contain not less than 2000 square feet of living space.
 - c. All one story Multi-Family Dwellings shall contain not less than 1200 square feet of living space per unit.
 - d. All multi-story Multi-Family Dwellings shall contain not less than 1,600 square feet of living space per unit.
 6. Dwellings shall be constructed on Lots in the Subject Property subject to the Village's monotony code ordinance, and as amended for the Subject Property.
 7. There shall be no outside storage or parking on access driveways, or other paved or unpaved areas of a Lot of recreational or commercial vehicles of any type, including, without limitation, automobiles, buses, boats, trailers, snowmobiles, campers, motor homes, trucks, motorcycles, vans and other such vehicles and equipment.
 8. Swimming pools shall be screened ten (10) feet or less from the pool's edge by an evergreen hedge or other visual barrier, subject to Paragraph 23. No swimming pool shall be located on a Lot nearer to the front Lot line than is the rear of any adjacent Dwelling, and in no case closer to the front Lot line than the Building set-back line.

9. No home occupation or profession, as defined by Village Ordinances, shall be conducted on any Lot, nor noxious or offensive activity shall be carried thereon, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Subject Property. No livestock, poultry or other animals, except not more than two (2) dogs and two (2) cats, shall be kept on any Lot. No outside burning of refuse shall be permitted except that the burning of leaves shall be permitted if allowed by Village Ordinance.

10. The owners of Lots shall be responsible for the maintenance of the surface of the Parkway Strip and trees located between the front and side Lot lines extended to the street curb line.

11. All 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 asphaltic concrete, or concrete, or their equivalent. All such areas shall be completed prior to issuance of the Certificate of Occupancy.

12. No Building under construction shall be used any time for a residence on any Lot until a Certificate of Occupancy shall have issued by the Village.

13. Construction trailers used during the construction of Buildings shall be on the same Lot as the Buildings and such trailers shall be removed promptly upon the completion of construction, and prior to the issuance of the Certificate of Occupancy. Declarant, it's successors, and assigns, reserve the right to prohibit the use of construction trailers for individual Lots and to regulate their use.

14. No Building, trailer or other sales facility located within the Subject Property shall be occupied or utilized for the purposes of a Model Home and/or sales office without the prior written approval of Declarant, it's successors, and assigns, and then only in accordance with the limitations and restrictions of such approval. Such approval shall be in the sole and absolute discretion of the Declarant, it's successors, and assigns.

15. No trailer, Basement, tent, shack, Garage, barn, Structure or Accessory Building shall at anytime be used as a residence, temporarily or permanently.

16. Easements for installation and maintenance of the utilities, sewer, pipelines and facilities, and drainage over each of said Lots are reserved as shown on the recorded Plat of Subdivision or as created in accordance with these Covenants. Within these easements, no Structure, Accessory Building, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. However, all such areas may be used for gardens, lawns and other purposes that do not then or later interfere with the aforesaid uses. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or a private or public utility company is responsible.

17. Each Lot shall be built on and graded according to the "Drainage and Grading Plan" included within the approved final engineering plans for Hampshire Highlands Subdivision, which plans are on file with the Village's Clerk.

18. Drainage ways, swales, pipes and/or tiles shall not be obstructed by bushes, trees, Structures or any other means.

19. Once a Building, Accessory Building or Structure is started, the exterior of such shall be completed in six (6) months.

20. No Building shall be moved on to any Lot without written approval of the Declarant, it's successors and assigns.

21. Any and all earth, gravel, dirt, and/or other material which shall be dug out, moved about or placed on any Lot for any purpose shall be leveled off or backfilled within six (6) months from the first day of digging, moving or placing of such materials on said Lot; except for any and all earth, gravel, dirt and/or other material stored by the Declarant, it's successors, and assigns. No earth, gravel, dirt, and/or other material shall be removed from the Subject Property without the prior written consent of the Declarant, it's successors, and assigns.

22. Only satellite dishes 18" or less in diameter shall be allowed on Lots. Ground mounted dishes must be screened with landscaping materials on all sides. Roof mounted or wall mounted dishes must not be visible from the street in front of the Lot.

23. Hedges or other visual barriers shall not be more than five (5) feet high. Notwithstanding such, no chain link fence shall be allowed on any Lot and no fences shall be allowed in the front yard of any Lot. In addition, only those fences as set forth and approved in the Annexation Agreement between the Village of Hampshire and Farms of Hampshire, LLC recorded with the Recorder of Kane County, Illinois on June 29, 2004 as document number 2004K085616 shall be erected on Lots 183 through 188.

24. Each Building shall have gutters and downspouts installed prior to issuance of the Certificate of Occupancy.

25. Declarant, its successors, and assigns shall have exterior design approval over all Buildings, Structures, and Accessory Buildings. One copy of the blueprints with final elevation and site plans shall be submitted to Declarant, its successors, and assigns. Declarant, its successors and assigns must indicate its written approval of such on the blueprints prior to issuance of the Building permit by the appropriate governmental authority.

26. Each Lot shall be landscaped prior to issuance of the Certificate of Occupancy as follows: two (2) trees at least two and one-half inches (2-1/2") in diameter as measured six inches (6") off the ground or as per the Village's ordinance, whichever requires the tree largest in diameter and the most trees to be controlling, in the front yard; sodding in front and side yards; seeding in rear yard; except the Corner

Lots wherein front and side yards adjacent to the street shall be sodded and have two (2) trees at least two and one-half inches (2-1/2") in diameter as measured six inches (6") off the ground or as per the Village's ordinance, whichever requires the tree largest in diameter and the most trees to be controlling, in the front yard, with seeding in rear and other side yards.

27. Each Lot shall have public walkways installed as per the Village's Ordinance, prior to the issuance of the Certificate of Occupancy.

28. There shall be no vehicle repair or maintenance work done on the access driveways or other paved or unpaved areas of the Lot.

29. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or building material. Waste of any nature shall be kept in sanitary containers and within a Garage, Building or Accessory Building.

30. No clothes, sheets, blankets, laundry of any kind, or other similar articles, shall be hung on balconies or patios or any other area of the Lot, nor shall clotheslines be permitted.

31. All Lots shall have mailboxes and placed at the Lot's front street boundary line, as per Village Ordinance.

32. All Buildings must be custom built on the Lot except for pre-engineered or pre-manufactured floor and roof trusses. Trailer homes, component homes, panelized homes, modular homes, manufactured homes, HUD homes, mobile homes, and other similarly constructed homes are not allowed on any Lot.

33. The front exterior facing the street of all Buildings shall be constructed of at least fifty percent (50%) brick or masonry, calculated as exclusive of windows and doors.

34. A Lot shall not have more than one Accessory Building.

35. The use of any panelized walls in the construction of a Building or Garage on a Lot must be preapproved in writing by the Declarant, its successors and assigns.

ARTICLE II

1. These Covenants shall continue and be binding for an initial period of twenty (20) years from the date of their execution, and thereafter shall automatically be extended for successive periods of ten (10) years unless by a vote of the majority of the then Lot owners, it is agreed to change said Covenants in whole or in part.

2. These Covenants shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant, its successors, grantees, assigns,

and each owner or owners of any of the Lots from time to time shall have the right jointly and separately to sue for and obtain a mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants, or any of them in addition to the right to bring an action at law for damages which shall include the right to collect all costs, including attorney fees, incurred in enforcing these Covenants. Whenever there shall have been built on any Lot within the Subject Property any Building, Accessory Building or Structure which is and remains in violation of the Covenants for a period of thirty (30) days after receipt of written notice of such violation from Declarant, it's successors, grantees, or assigns, by the owner of such Lot, then Declarant, it's successors, grantees or assigns, shall have, in addition to the foregoing rights, the right to enter upon the Lot where such violations exist 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, it's successors, grantees or assigns to enforce any of the Covenants as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. Declarant, it's successors, and assigns, hereby reserves the right to unilaterally enter into agreements with the owner of Lot or Lots, without the consent of any other party, to deviate from any or all of the Covenants provided there are practical difficulties or particular hardships shown by the petitioning owner to the satisfaction of Declarant, it's successors and assigns, and any such deviation, which shall be manifested by an agreement in writing, shall not constitute a waiver of the particular Covenants involved or any other Covenants as to the remaining Lots within the Subject Property.

4. This Declaration and it's effect shall not at any time hereafter be modified, amended or annulled except by the written agreement of the then owners of record of five-sixths (5/6) of all of the Lots within the Subject Property. No amendment shall be effective until duly executed, acknowledged, and recorded in the Office of the Recorder, Kane County, Illinois.

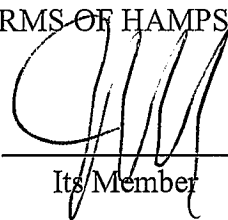
5. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

6. A violation of any of the Covenants herein set forth shall not create a forfeiture or a reversion of title.

IN WITNESS WHEREOF, this Declaration has been executed at Dundee, Illinois the date written above.

FARMS OF HAMPSHIRE, LLC

By: _____



Its Member

EXHIBIT A

Lots 55 through 62, 116 through 125, 138 through 142, and 175 through 188 in Hampshire Highlands Unit 5, being a subdivision of part of the Northeast 1/4 of Section 27, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.