



STATE OF ILLINOIS     )  
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COUNTY OF KENDALL  
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DEBBIE  
GILLETTE  
KENDALL COUNTY, IL

HAWTHORNE VILLAGE SUBDIVISION  
KENDALL COUNTY, ILLINOIS

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Conditions, Covenants, Restrictions, and Reservations affecting the property of:

THE HAWTHORNE VILLAGE HOMEOWNERS ASSOCIATION OF YORKVILLE, (hereinafter called "the Association") and all property owners including all successors, heirs, and assigns (hereinafter called "owner(s)").

THIS DECLARATION, made this 11<sup>th</sup> day of September 2003, by the owners of the subject property:

WITNESSETH:

WHEREAS, the Association is desirous of subjecting said real property described in Article I of this declaration to the conditions, covenants, restrictions, and reservations hereby set forth, each of which is for the benefit of said property and each property owner.

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

ARTICLE I  
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, sold, transferred, conveyed, and occupied subject to the Covenants herein contained is located in the Hawthorne Village Subdivision, Section 18, Kendal County, Illinois, and is more particularly described as follows, to wit:

Lots 1 – 27 of Hawthorne Village Subdivision. It is the express intent and binding requirement on Developer and all successors, heirs, and assigns that no residence or any other structure(s) not already in existence on the property be constructed on Lots 24 - 27; those lots being reserved solely for the purpose of open space and recreation.

ARTICLE II  
GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subject to the Covenants hereby declared to insure proper use and development of the subject property and to protect the owners of property herein against such use of surrounding lots as may depreciate the value of their property; in general to preserve the general welfare, health, safety, and desirability of the land as a residential area.

ARTICLE III  
GENERAL RESTRICTIONS

Section 1. *Land Use and Building Type.*

All lots covered hereby shall be used for one single family, private residential purpose only, unless designated for other purposes on the master plan.

No gainful occupation or profession, or other non-residential use, shall be conducted on any lot(s) or in any building located on any lot(s). No noxious or offensive activity shall be carried on, in or upon any premise, nor shall anything be done therein which is or may be or become any annoyance or nuisance to the neighborhood.

No livestock, horses, poultry, or more than four domestic animal pets (only dogs and cats shall be considered domestic animal pets for the purpose of this Covenant) shall be kept or maintained on any lot. Owners shall at all times secure their said animals so as not to infringe upon or cause a hazard to other owners or their property. Dogs and cats must be contained on owner's premises or on a leash in other areas.

No burning of refuse shall be permitted outside any dwelling.

Commercial vehicles shall not be habitually parked in the subdivision. "Commercial vehicles" shall include all form of transportation that bear signs or have printed on the same reference to any commercial undertaking or enterprise. In addition, no trailers, mobile homes, or recreational vehicles of any kind shall be habitually parked in said subdivision unless within a garage located therein. Habitually parked for purposes of these restrictions shall be defined as parked in said subdivision, not within a garage located thereon, for a period in excess of three (3) consecutive days.

Automobile repairs may only be conducted inside a garage on the premises.

Section 2. *Dwelling Quality and Size.*

All dwellings shall be constructed in accordance with the requirements of the applicable zoning ordinances of the County of Kendall and in accordance with such standards as may be adopted by the Architectural Review Committee as hereinafter established. No construction of any kind including, but not limited to: the erection or re-erection of any building, the erection of any garage, driveway, parking area or similar structure may occur until and unless the plans and specifications therefore have been approved in writing by the Architectural Review Committee.

This committee shall have the right to review all such plans and specifications and to accept or reject the same if, in the opinion of the committee, they are not suitable or desirable for aesthetic or other reasons. Such plans and specifications shall be either approved or disapproved by the Architectural Review Committee within thirty (30) days after their submission for review and if disapproved, the reason(s) therefore shall be given by the committee. Plans and specifications approval or disapproval shall be based on exterior appearance only. In no instance shall any structure be approved where the same will or may interfere with public safety. In any event, the ground-floor living area of each dwelling, exclusive of attached garage, patios, open terraces, courts, breezeways, and basements shall be:

- a) For one-story dwellings – not less than 1,900 square feet;
- b) For dwellings of more than one story – not less than a total square footage of 2,100 square feet in the entire two-story residence;
- c) Any tri-level or raised ranch shall contain not less than 2,100 square feet of living space.

Basements, garages, and porches shall not be considered living area for the purpose of computed square footage in this provision (a-c) herein.

### Section 3. *Building Locations.*

No building shall be located on any lot nearer to a street or an adjacent lot than is provided by the final plat of subdivision recorded for said subdivision with the Kendall County Recorder of Deeds.

Further, each homeowner shall be required to site the home construction on each respective lot with top of its foundation no more than six (6) inches plus or minus the elevation shown on the engineering drawings approved by the County of Kendall.

In the event a homeowner desires a different elevation, the Kendall County Zoning Officer reserves the right to require a new site-engineering drawing for approval by the County Engineer.

### Section 4. *Lot Area and Width.*

No dwelling shall be erected, placed, or be permitted to remain on any lot having an area less than was originally platted as an entire lot unless approved in writing by the Architectural Review Committee. No resubdivision of any lot within Hawthorne Village Subdivision shall be done without the prior written consent of the owner, the Association, and the County of Kendall.

### Section 5. *Easements.*

Each of said lots in said subdivision is subject to permanent easements for installations and maintenance of utilities and for drainage facilities, and the same

are reserved as shown, or otherwise noted, on the recorded plat. Within such easement, no structures, buildings, planting, or other material shall be erected, planted, or stored where the same may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in said easements. The easement area on each lot shall be maintained by the owner of said lots except for such improvements installed and maintained by public authority or public utility. The Association shall be allowed access to drainage easements and detention area for the purpose of maintaining said areas.

Section 6. *Utilities.*

Any utility lines on property shall be installed underground.

Section 7. *Temporary Structures.*

No structure of a temporary character, such as, trailer, incomplete buildings, tent, shack, garage, barn, basement, or other outbuilding shall be used at anytime as a residence, either temporarily or permanently. Temporary buildings or structures used in construction shall be removed immediately upon the completion of such construction.

Section 8. *Garages and Drives.*

Access driveways and other areas for vehicular use shall be erected and maintained on every lot. Entrances for each driveway shall be subject to approval by the County of Kendall Highway Department and Kendall Township Highway Department. Each lot shall contain an enclosed attached garage with not less than three parking spaces therein.

Adequate off-street parking spaces shall be provided by the owner of each individual lot to avoid a habitual use of on-the-street parking. The driveway may be counted in computing such off-street parking.

Said driveway approach and driveway shall be paved or concrete in such a manner as to prevent erosion. All plans and specifications for driveways, parking areas, culverts, and pavement edging or markers must be approved in writing by the Architectural Review Committee. Each homeowner or builder shall be required to install a culvert where each respective driveway crosses a ditch in said subdivision, together with a flared end section in a width to be determined by the Kendall County or Kendall Township Highway Departments.

All houses shall be required to have a three (3) car attached garage.

Section 9. *Utility and Storage Building.*

A utility or storage building may be erected on each of the lots, providing the County of Kendall acceptance of this plat so permits. Said utility or storage building shall only be built after obtaining the approval of the Architectural Review Committee, as provided herein. The size of said building may be a maximum of 800 square feet and shall not be located farther forward than the rear point of the residence; and said utility or storage building shall be the second and only other structure to be built on that lot and must conform to the same architectural style as the dwelling unit.

Section 10. *Plant Diseases or Noxious Insects.*

No plants, seeds, or other things/conditions, harboring/breeding infectious plants, plant diseases, or noxious insects shall be introduced upon any lot or portion thereof.

Section 11. *Garbage and Refuse Disposal.*

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All garbage shall be kept in sanitary containers. No dumping of refuse, dirt, etc., in drainage ditches or drainage easements shall be allowed. No burning shall be permitted on any street surface.

Section 12. *Construction Materials.*

*Materials:* The intention and purpose of these Covenants is to assure that all dwellings erected shall be of good quality, workmanship, and materials. In no event shall said dwelling, house, garage, or other structure be constructed with the use of roll paper exterior siding or imitation brick or shingle exterior siding of asphalt or granule composition. It is further intended that brick, stone, aluminum, and wood materials be used. All materials used in construction for any structure must be new, except that non-new materials used for decorative purposes only may be used if approved in writing by the Architectural Review Committee.

*Siding:* Materials such as wood, brick, stone, aluminum, vinyl, and stucco may be used for siding purposes.

*Roofing:* Cedar, clay tiles, cement tile, and architectural grade asphalt materials are recommended materials. The Architectural Review Committee may approve other materials if they feel they are consistent with the architecture for the dwelling being constructed and keep with the spirit of development of Hawthorne Village Subdivision. The decision of the Architectural Review Committee shall be binding.

*Fences:* No fencing of lot perimeters shall be allowed. Fences from the sides and rear of house may be constructed for the following purposes, but must be approved by the Architectural Review Committee: privacy fences, pool security fences, and dog kennel fences. Such fences may be constructed on lots located in said subdivision upon prior written approval of the Architectural Review Committee. Decorative fencing may be approved by the Architectural Review Committee for front yards. Said approval shall not be unreasonably withheld considering the nature and use of said fencing and the intent of Developer to promote a unique Country-Style setting for said subdivision. No granting of permission for the installation of fencing shall act as a waiver or consent in regard to future denials of a fencing request by the Architectural Review Committee.

*Antennas, Towers, Satellite Dishes:* Each home may have one (1) T.V. antenna or tower and one (1) satellite receiving dish, the location of which must have prior written approval by the Architectural Review Committee, which shall not be unreasonably withheld.

*Exterior Lighting and Security Lights:* Coach lights, driveway lights, and security lights may be installed by each individual lot owner subject to prior written approval by the Architectural Review Committee in order that they not be offensive to adjacent property owners.

#### Section 13. *Occupancy.*

No dwelling may be occupied until the exterior thereof shall have been completely finished, including paint or equivalent type coating on all exterior paintable or coatable surfaces.

Driveway approaches and driveway must also be completed at such time. This provision may be waived by the Architectural Review Committee, in their discretion and under proper circumstances, due to severe weather conditions.

#### Section 14. *Sign.*

No sign of any kind shall be displayed to the public view on any lot except a sign of not more than five (5) square feet advertising the property for sale.

#### Section 15. *Upkeep and Repair.*

Every lot and structure on the lot shall at all times be kept in a state of good repair by the owner(s) or occupants thereof. The owner of each lot will keep his lot mowed or shall pay for having it mowed.

Section 16. *Landscaping.*

All lawns must be seeded or sod installed within one season of the completion of the construction of said residence on any lot. All purchasers of lots within said subdivision shall keep them mowed, and no lot shall be mowed less than five (5) times during one year. In the event any homeowner's lot remains in an unmowed and unsightly condition for a period in excess of one (1) month, the Association will notify the homeowner to mow the lot. The Association reserves the right to have said lot mowed and to charge the owner of said lot for the mowing and for legal expense incurred in the collection of said indebtedness if the homeowner does not have the lot mowed within thirty (30) days after being notified to mow the lot.

Section 17. *Foundations.*

Foundations shall be installed so that no exposed concrete or concrete block is visible higher than one (1) foot above the finished grade.

ARTICLE IV  
ARCHITECTURAL REVIEW COMMITTEE

Section 1. *Creation.*

The Architectural Review Committee is hereby created. It shall be composed of the Developer until such time as 90% of all lots are sold. At that time, a shareholder meeting shall be held to elect a Board of Directors containing five (5) members. Said Board of Directors shall have authority to create and appoint shareholders and directors to such committees as the Board deems fit.

The Board of Directors are directed to create an Architectural Review Committee of three (3) persons which shall consist of two (2) members of the Board of Directors and one (1) association member (shareholder) appointed by the Board of Directors, serving one (1) year terms of office.

Decisions of the Committee shall require majority approval of any matter regarding the architectural controls for the subdivision as established herein.

Prior to commencement of construction, every lot owner, builder or developer must submit for review and approval by the Architectural Review Committee detailed drawings as to:

- a) Architectural drawings of the home including square footage calculations;
- b) Site drawing; and
- c) Drainage plan for surface and sub-surface water.

Section 2. *Power and Duties.*

All plans and specifications and any other necessary information shall be filed with the Architectural Review Committee for approval or disapproval prior to the commencement of construction by an owner(s) or occupant(s). Plans for any and all buildings and structures upon said lots must be submitted and approved by the Architectural Review Committee and must conform in workmanship, materials, and architectural harmony to other structures thereon. Such plans and specifications shall be approved or disapproved by a majority vote of this committee within thirty (30) days of the day on which such plans and specifications are submitted for consideration and a written report shall be transmitted by the committee to the applicant, either approving the proposed plans and specifications or disapproving the same stating the reason(s) therefore. In the event this committee fails within such thirty (30) day period to approve or disapprove such proposed plans and specifications, and in the further event no suit to enjoin the proposed construction has been filed within the thirty (30) day period after the commencement of construction, then the provisions of this Declaration shall be deemed to have been complied with and written approval shall not be required.

No Hawthorne Village homeowner, or their agent, or employee shall alter in any fashion, any berming, drainage, retention, or detention areas within any lot of said subdivision.

ARTICLE V  
INDIVIDUAL SEWAGE DISPOSAL AND TREATMENT SYSTEM

Section 1. *Regulations.*

The owner of each lot upon which is constructed a dwelling is responsible, at his expense, for his own sewage treatment disposal system which must conform in every detail and construction to the applicable standards of the "Private Sewage Disposal Licensing Act and Code," State of Illinois Department of Public Health, 1974, or the latest revision thereof. The work and construction shall also conform to the applicable Kendall County regulations. Every such owner will keep said system in good repair.

Section 2. *Contractor and Installations.*

All household sewage disposal systems shall be installed by a contractor properly licensed in accordance with the state and county standards. All plans of the disposal system shall be submitted to the Architectural Review Committee and the County for approval. Each disposal system shall be inspected at the required times as provided by the applicable state and county statutes, ordinances, or regulations. The Architectural Review Committee may require any individual lot owner to install a mechanical septic system or an aerobic system if necessary for proper absorption.

Section 3. *Percolation.*

Any percolation tests shown on the subdivision plat, or other plans, are of a general nature only. The design of any individual septic system is to be based upon actual tests run by the contractor performing said work or by the owner of said individual lot.

ARTICLE VI  
COUNTY ORDINANCES

All provisions of the Kendall County Storm Water Control Ordinances shall be complied with and are herein adopted by reference as if more fully set out herein.

All provisions of the Kendall County Erosion and Sedimentation Control Ordinances shall be complied with and are herein adopted by reference as if more fully set out herein.

Individual lot owners shall be required to maintain any common drain pipes, detention areas, appurtenances and the like. In the event any repairs are necessary for the maintenance of said drainage facilities, or improvements thereto, and said amounts are not advanced by individual homeowners, the Association,

ARTICLE VII  
GENERAL PROVISIONS

Section 1. *Duration and Declaration.*

Each of the Covenants set forth herein shall continue and be binding for an initial period of 25 years from the date of this declaration, during which period they may be altered or amended, as provided in Article VII, Section 3, paragraph 2 herein, and thereafter for successive periods of ten years each, but subject to amendment.

Section 2. *Applicability of Covenants.*

The Covenants herein set forth shall run with the land, and be binding upon Developer, its successors, grantees, assigns, and all subsequent owners, their successors, grantees, heirs, and assigns. Any owner of the above lots shall have the right, from time to time, to sue, jointly or severally, to obtain a prohibitive or mandatory junction to prevent breach or enforce the observance of any or all of the Covenants contained herein.

Enforcement shall be by proceeding in law or in equity against any persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

Invalidation of any one of these Covenants by judgment or court order shall not affect any of the provisions which shall remain in full force and effect.

Section 3. *Duty of Owner and Developer.*

The duty of the owner and/or developer to enforce any Covenant herein contained shall be discretionary, and the owner and/or developer shall incur no liability for failing to enforce said Covenants. The owner and/or developer may at any time elect to enforce any and all of the Covenants hereinto set out, and the failure to enforce any of said Covenants at any time shall act as a waiver of the authority granted herein.

Modifications of said Covenants may be made by a positive vote by 75% or more of the individual lot owners or by written consent of 75% or more of the individual lot owners of record in writing with the Kendall County Recorder of Deeds.

No modification of said Covenants shall be allowed, whether by majority or unanimous vote of the homeowners affected therein, of any drainage easement, detention area, condition enforcing upkeep and maintenance of mechanical septic system, or other Covenants contained herein which shall affect public health or safety enforcement, or dedication of open space without approval of the County Board of Kendall County.

ARTICLE VIII  
HOMEOWNERS ASSOCIATION

Each purchaser of a lot within Hawthorne Village Subdivision and their successors, heirs and assigns shall automatically, by reason of said purchase, become a member of THE HAWTHORNE VILLAGE HOMEOWNERS ASSOCIATION OF YORKVILLE, an Illinois not-for-profit Corporation. Each lot purchaser and lot owner shall be responsible for their proportionate share of maintenance of the drainage and detention easements of the subdivision, and open space areas of the subdivision. Each purchaser of a lot shall further be bound and agrees to accept all of the conditions set forth in the Bylaws and rules from time to time promulgated by the Association as to use, hours and purpose for which open space areas have been created. By receipt of the undersigned Covenants, each homeowner acknowledges receipt of the foregoing Covenants and a copy of the Bylaws of said Homeowners Association.

IN WITNESS WHEREOF: THE HAWTHORNE VILLAGE HOMEOWNERS ASSOCIATION OF YORKVILLE has executed the within Declaration the day and year first above written

HAWTHORNE VILLAGE SUBDIVISION AND  
THE HAWTHORNE VILLAGE  
HOMEOWNERS ASSOCIATION OF  
YORKVILLE

By: 

Keith Harn on behalf of the HAWTHORNE VILLAGE SUBDIVISION AND THE HAWTHORNE VILLAGE HOMEOWNERS ASSOCIATION OF YORKVILLE, an Illinois Not-For-Profit Corporation.

Prepared By and Return to:  
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