

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Geneva
22 South First Street
Geneva, IL 60134
Attn: Building Commissioner

DEED RESTRICTION AND COVENANT

Recorded for the Benefit of the City of Geneva

This Covenant and Deed Restriction is made and executed on this ____ day of _____, 20____ by _____ and _____. The undersigned hereby certify that I/we are the owner(s) of the hereinafter legally described property located in the City of Geneva (the "City"), State of Illinois. Said property is located at _____, known as County of Kane Assessor's Parcel No. _____ - _____ - _____ and by the legal description attached hereto as Exhibit "A" and incorporated herein by reference (the "Property").

In consideration of the City approving the establishment of an Accessory Dwelling Unit (ADU) on this lot, the undersigned hereby covenants, acknowledges and agrees, that:

1. The owner of the zoning lot on which the ADU is located shall occupy either the principal single-family residence or the ADU. The "owner" shall be one or more individuals residing in a dwelling, who hold legal or beneficial ownership and for whom the dwelling is the primary residence for voting and tax purposes;
2. An ADU may not be held in separate ownership. A lot that includes an ADU may not be further subdivided;
3. The ADU must comply at all times with the City's ADU Ordinance (Title 11, Section 11-3-11 of the Geneva Municipal Code).

The purpose of this Deed Restriction is to provide notice and disclosure to the current owner and to any subsequent purchaser or transferee of these limitations associated with the approval of an ADU.

This deed restriction and covenant runs with the land and binds all current owners, all future owners, and their successors, heirs or assigns, and continues in effect perpetually unless released by the City in writing. Any lease of any portion of the Property is subject to the restrictions in this deed restriction and covenant, which are established for the general benefit of the entire community and which run with the land. The covenant is enforceable by remedy of injunctive relief in addition to any other remedy in law or equity.

This deed restriction and covenant and the provisions hereof are irrevocable and non-

modifiable except by the express written consent of the City. The City has the right to enforce each and every provision hereof.

If the owners, their heirs, assigns, or successors in interest fail to abide by the deed restriction and covenants hereunder, all owners are bound to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney's fees and costs.

[Print Name]
Property Owner Date

[Signature]
Property Owner Date

Covenants and Deed Restrictions must have all signature(s) notarized by a Commissioned Notary Public.

(See following page.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF KANE)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

Legal Description