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This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this 13th day of August, 1985, by RUTH W. BAYLOR, hereinafter referred to as the "GRANTOR".

W I T N E S S E T H :

WHEREAS, Grantor is the owner in fee simple of the real property which is the subject of the Final Plat to which this Declaration is attached and made a part of, said real property being commonly referred to as the Baylor Subdivision situated in the Village of Northfield, County of Cook, State of Illinois; and,

WHEREAS, Grantor intends to sell the subject real property, restricting it in order to preserve the value and residential qualities of said real property, for the benefit of its future owners.

NOW, THEREFORE, Grantor hereby expressly declares that the subject real property shall be held, transferred, encumbered, improved, used, sold, conveyed, leased, and occupied subject to the covenants, conditions, and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said real property and of each and every person or entity who now or in the future owns any portion or portions of said real property. These covenants, conditions, and restrictions are and each thereof is imposed upon such lots within the Baylor Subdivision, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

1. Building Plans. All building plans, specifications, and plot plans for the construction of any and all dwellings, fences, walls, driveways and parking aprons, swimming pools, out-buildings, and other structures or appurtenances of whatsoever kind or nature, and the locations of the foregoing and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any of the foregoing, shall require the prior written approval of the Grantor, her heirs, successors, assigns, or personal representative, as to quality of workmanship, selection of materials, colors, harmony of external design, and as to location with respect to topography and finish grade elevation.

2. Approval of Plans. No construction of any kind shall be commenced unless and until the building plans, specifications, and plot plans showing location of any construction have been first submitted to and approved by the Grantor in writing. Within a reasonable time following submission of said plans, specifications, and plot plans, the Grantor shall either approve same or return same with necessary corrections to be made thereon before approval. The Grantee shall have the option

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to resubmit within SIXTY (60) days revised plans, specifications, and plot plans in accordance with the necessary corrections, or to declare the purchase and sale contract null and void, and receive a refund in full of the earnest money deposit. In the event the revised plans, specifications, and plot plans are not approved by the Grantor within a reasonable time following their resubmittal, the purchase and sale contract shall be deemed null and void, and the earnest money deposit shall be returned in full within TEN (10) days of said nonapproval. In no event shall the purchase and sale transaction be consummated unless and until Grantor's written approval of the subject building plans, specifications, and plot plans.

3. Dwelling Quality and Size. The dwelling quality and size shall be governed by established minimum guidelines and approved by the Grantor. The ground floor area of the main structure, exclusive of one-story open porches, enclosed porches, breezeways (either open or enclosed), and garages, shall be not less than **\*\*2,000\*\*** square feet on the footprint therefor. No "shed roof" style or "shirt front" type dwellings shall be permitted.

4. Roofing Materials. All roofing materials shall be of wood shingles or wood shakes, slate, thatch, "Hendrick's Tiles" (common in colonial Williamsburg dwellings), or such comparable innovative roofing material as may be developed, subject to the prior written approval of the Grantor. Imitations of the foregoing or asphalt roofing shall not be permitted.

5. Exterior Lighting. All exterior lighting shall be considerate and conservative. Accordingly, no temporary or permanent outside illumination of a Grantee shall intrude upon adjoining lots or roadways. Any type of spotlight and so-called "wash lighting" shall be subliminal in application and not conspicuous in design. All exterior lighting fixtures shall have shields and comply with established wattage restrictions. Temporary lighting for singular occasions shall be permitted upon prior reasonable notice by the Grantee to the Grantor or the homeowners' association, provided any such temporary lighting shall not be excessive in duration.

6. Parking Area. Each lot shall provide sufficient parking space for four (4) automobiles in either the driveway or on a parking apron adjacent thereto. Materials to be used in construction of driveways and parking aprons shall be first approved by the Grantor.

7. Swimming Pools. No swimming pools or wading pools that are constructed in such a way as to hold water above the ground level of the surrounding terrain shall be permitted. Fences or other enclosures for in-ground swimming or wading pool areas shall be first approved by the Grantor and shall be in compliance with the Northfield Village Code.

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8. Tennis Courts. No tennis courts or other permanent sport/game courts shall be permitted.

9. Berms. No berm in excess of two (2) feet in height shall be permitted within the Baylor Subdivision, except for the individual lot abutting Winnetka Avenue. With respect to that individual lot, any proposed berm, the description, outline, and location thereof, shall be first approved in writing by the Grantor.

10. Fences. There shall be no fences or other man-made barriers, except natural plantings, between adjoining lots within the Baylor Subdivision. No stockade-type fences shall be erected or maintained on the perimeters of any lot, except for the individual lot abutting Winnetka Avenue. Any proposed fence or other man-made barriers shall be first approved in writing by the Grantor, provided however, that fences in compliance with the Northfield Village Code shall be erected around all swimming pools.

11. Curbstones. Curbstones shall not be permitted along any easement within the Baylor Subdivision.

12. Utility Lines and Radio/Television Antennas. All established electrical service and telephone lines shall be placed underground, and no outside electrical lines shall be placed overhead except on a temporary basis as approved by the Grantor. No exposed or exterior radio or television transmission or receiving antennas or cables, above ground, shall be erected, placed or maintained on any part of the lot, except that receiving antennas or receptacles of standard height may be placed atop the main dwelling. Satellite disks or related receptacles shall be permitted in accordance with applicable ordinances of the local governmental authority.

13. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved within the dedicated roadways, drainageways, and as otherwise provided in the recorded Final Plat. Within these easements, no structure, 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements.

14. Vehicles and Watercraft. Any vans, recreational vehicles, pickup trucks, jeeps, trailers, or any other such vehicles, excluding family automobiles, owned by Grantee, shall be parked or stored in the garage, or in an enclosed area or location where the landscape conceals same from the view of adjoining or facing lots. No "camper", not the property of the Grantee, shall be parked in excess of two (2) weeks per year within the Baylor Subdivision. Watercraft or watercraft trailers shall not be parked or stored in excess of two (2) weeks per year.

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15. Snowmobiles. Operation of snowmobiles within Baylor Subdivision shall be restricted to emergency use only.

16. Animals. No animal sheds or kennels, or open animal runs shall be permitted. No animals or poultry of any kind, other than house pets, shall be kept or maintained.

17. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or that will or might disturb the peace, quiet, comfort, or serenity of the owners of surrounding properties.

18. Homeowners' Association. For the purposes of maintaining roads, snow removal, and all common community services of every kind required or desired within the Baylor Subdivision for the general use and benefit of all lot owners, and the establishment of reasonable rules and regulations as may be advisable for the maintenance, conservation, or enhancement of the Baylor Subdivision, and for the health, comfort, safety and general welfare of the owners, each and every lot owner, in accepting a deed or contract for any lot in the Baylor Subdivision, expressly agrees to and shall become a member of and be subject to the obligations and duly enacted Bylaws and rules and regulations of the Bristol Road Homeowners' Association, which shall be a nonprofit corporation.

19. Planting of Natural Appearance. For the three (3) particular lots directly adjoining the parkway on Avon Court, there shall be retained a Planting of Natural Appearance of FIFTEEN (15) feet in depth in from each lot's East boundary.

20. Resubdivision. The initial Grantee of two (2) or more adjoining lots, who has constructed a dwelling thereon, shall be deemed to have merged the subject lots into a designated "single unit", and shall not sell, assign, transfer or otherwise convey to any subsequent Grantee less than all right, title or interest in and to the entire "single unit". No lot or "single unit" shall be resubdivided.

21. Covenants To Run With Land. All of the covenants, conditions, restrictions, and servitudes set forth herein shall run with the land and Grantee, by accepting the deed to any such lot, accepts the same subject to such covenants, conditions, restrictions, and servitudes and agrees for himself, his heirs, successors, assigns, or personal representatives to be bound by each of such covenants, conditions, restrictions and servitudes jointly, separately, and severally.

22. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



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23. Parties. The term "Grantor" shall include the declarant hereunder, and her heirs, successors, assigns, or personal representative. The term "Grantee" shall include each and every future lot owner, their heirs, successors, assigns, and personal representatives. The singular shall include the plural, and vice versa, where the context so requires.

24. Enforcement and Remedies. For a violation or a breach, or an attempted violation or breach, of any of these Covenants, Conditions, and Restrictions by any Grantee, or any person claiming by, through or under the Grantee, or by virtue of any judicial proceedings, the Grantor, and the other Grantees, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Grantor shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions or is not in accordance with Grantor's written approval, to enter upon the property where such violation of these Covenants, Conditions, and Restrictions exists and summarily abate or remove the same at the sole expense of the Grantee, and any such entry and abatement or removal shall not be deemed a trespass. In the event of a substantial breach or violation of these Covenants, Conditions, and Restrictions, wherein the damages therefrom are difficult to calculate, there is herein intended by the Grantor and acknowledged by the Grantees that a reasonable forecast of the loss or harm occasioned by any such substantial breach or violation shall be a liquidated sum equal to FIFTEEN percent (15.0%) of the fair market value of the subject real property and improvements thereon, the aforesaid liquidated damages to be in addition to any other remedy, award, cost, or expense recovered by or payable to the Grantor by reason of any substantial breach or violation. The Grantor shall be entitled to recover all costs and reasonable attorneys' fees incurred to enforce any of the foregoing Covenants, Conditions, and Restrictions, as against the subject Grantee. Any judgment obtained pursuant hereto shall be and constitute a lien upon the subject real property and shall bear interest at the legal rate until paid in full.

IN WITNESS WHEREOF, the Grantor has executed this Declaration of Covenants, Conditions, and Restrictions on the day and year first above written.

GRANTOR

  
RUTH W. BAYLOR

221 Bristol Street

Northfield, Illinois 60093

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STATE OF ILLINOIS)  
  )SS.  
COUNTY OF COOK                  )

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The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RUTH W. BAYLOR, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

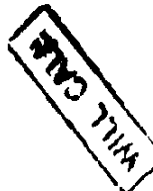
Given under my hand and official seal, this 13<sup>TH</sup> day of AUGUST 1986.

TERRI M. CASINAKI  
NOTARY PUBLIC

My Commission expires: MARCH 10, 1987

This document prepared by: William P. White III, Attorney at Law  
422 N. Northwest Hwy., Park Ridge, IL 60068

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