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KANE COUNTY, ILL.

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Eleanor E. Jurgels

RECORDER

COVENANTS & RESTRICTIONS

SURREY HILL WOODS

ST. CHARLES, ILLINOIS

Conditions, Covenants, Restrictions, Reservations, Grants and Easements affecting the property known as Surrey Hill Woods.

This Declaration made this 1st day of October, 1986, by Suiwood Corporation (hereinafter called "Declarant.")

WITNESSETH:

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

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations 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, be binding upon 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 conditions, covenants, restrictions, reservations, and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property (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 City of St. Charles, St. Charles Township, Kane County, Illinois, and is more particularly described as follows, to wit:

Lots 1 through 21 of Surrey Hill Woods and Parcel One, being a subdivision of part of the Northeast Quarter of Section 26, Township 40 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois.

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ARTICLE II

General Purposes of this Declaration

The real property described in Article I hereof is subject to the Covenants hereby declared to insure the proper, tasteful and consistent development of Surrey Hill Woods 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 setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III

Definitions

BASEMENT: A portion of the 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 roofed structure intended for the shelter, housing or enclosure of any person, animal or chattel.

BUILDING, ACCESSORY: 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 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 vehicles.

FAMILY: One or more persons each related to the other by blood, marriage, or legal adoption together with his or their domestic servants,

maintaining a common household in a dwelling.

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: 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 an existing or dedicated street line as shown on the recorded plat. On corner lots, the SURWOOD CORPORATION, or its successor or assign, 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 to be a line 10 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 strip of land within a street right-of-way and which is parallel to the roadway.

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 the ceiling next above. A basement shall be counted as a story where one or more sides is 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. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure. For purposes of the definition, ornamental masonry walls and fences shall also be construed to be structures.

ARTICLE IV

General Restrictions

1) **LAND USE AND BUILDING TYPE:** All lots in SURREY HILL WOODS shall be used for private residence purposes only, and no building, except as specifically authorized elsewhere in this Declaration, shall be erected,

1807777

re-erected or maintained thereon, except one dwelling, erected for occupancy by one family and a private garage containing no more than three (3) parking spaces for the sole use of the owners or occupants of the dwelling. Other accessory buildings and structures may be erected in such manner and location only as hereinafter provided or as approved in writing by SURWOOD CORPORATION, or its successor or assign.

2) BUILDING HEIGHT: No dwelling shall be erected, altered or placed, which is more than two and one-half (2 1/2) stories or thirty (30) feet in height, whichever is lesser.

3) DWELLING - QUALITY AND SIZE: It is the intention and purpose of these Covenants to assure that all dwellings shall be of high quality design, workmanship and materials approved by SURWOOD CORPORATION or its successor or assign. All dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by SURWOOD CORPORATION, or its successor or assign. The floor area of the dwelling, exclusive of attached garages, carports, open terraces, basements, cellars and breezeways, shall be:

(a) For one-story dwellings - not less than 1800 square feet;

(b) For dwellings of more than one story the total living area in the dwelling shall be not less than 2400 square feet.

4) LOCATION ON LOT: No building shall be located on a lot nearer to the front lot line than that approved by SURWOOD CORPORATION, or its successor or assign. The construction of swimming pools shall require the prior approval of SURWOOD CORPORATION, or its successor or assign and shall be screened from any interior street by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by SURWOOD CORPORATION, or its successor or assign. No swimming pool shall be located on a lot nearer to the front lot ahead of the rear of any home on the same street which said residence faces. In the case of corner lots, a front yard setback must be honored on both exposures for the purpose of swimming pool construction and enclosure.

5) LOT WIDTH: No dwelling, or any permanent structure, shall be constructed or otherwise permitted on that portion of any lot at a point having a width of less than sixty (60) feet within the buildable area.

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 asphaltic concrete, or concrete, or the equivalent thereof.

7) 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 SURWOOD CORPORATION, or its successor or assign, take such steps as shall be

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necessary to remedy such condition; provided, however, that no alterations or diversions of such natural water flow proposed by the lot owner will cause damage to other property, either inside or outside the confines of SURREY HILL WOODS.

8) HOME OCCUPATIONS, NUISANCES AND LIVESTOCK: No home occupation or profession shall be conducted in any dwelling or accessory building thereto located in SURREY HILL WOODS. 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 or cats over four months of age shall be kept or maintained on any lot except as heretofore referred to in Paragraph 1 of Article IV. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves will be permitted as or if allowed by ordinance of the City of St. Charles from time to time. The use of any open carport, driveway or parking area which may be in front of, adjacent to, or part of any lot as a habitual parking place for recreational or commercial vehicles or articles is prohibited. All "commercial vehicles" (automobiles, station wagons, trucks, trailers, etc.) and "recreational vehicles" (including, but not limited to, boats, snowmobiles, terrain vehicles, campers, etc., and trailers, or other modes of transportation for the foregoing) shall be stored inside the garages at all times.

9) EASEMENTS AND RESTRICTIONS: In the Recorded Plat of Subdivision of SURREY HILL WOODS, Declarant has designated and granted various easements and restrictions on the use of specified areas where no building or any structure, permanent or temporary, shall be placed or constructed, and if improvements are allowed, shall be subject to the following:

(a) Within 30 feet of the rear lot line of development Lots 16 and 17, as that area shall be designated as a landscape buffer to adjacent lots and development, to be retained in its existing and natural wooded state and additional plantings shall be encouraged within this strip for the benefit of native flora.

(b) Parcel One shall be a non-buildable portion of Surrey Hill Woods and may only be developed into a buildable lot if adjacent land is added to Parcel One to create a lot which is a minimum of 12,500 square feet not to exceed 22,500 square feet in area. The new lot created by the addition of land to Parcel One as hereinabove described (hereinafter referred to as "Lot 22"), shall be zoned R-2 consistent with the City of St. Charles Zoning Ordinance, and comply with all other requirements of the City of St. Charles for subdivision under existing regulations and ordinances. Further, Lot 22 shall be used for residential purposes, and no commercial or business use, or traffic connected therewith, shall be permitted. In all other regards Lot 22 shall be subject to and part of these Covenants and Restrictions.

(c) Grant an easement to Illinois Bell Telephone Company, Northern Illinois Gas Company and the City of St. Charles, 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, gas 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 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;

(d) Create an easement for such surface drainage in and along the streets, and such other locations as are shown by dotted lines and marked accordingly on the Plat; and

(e) Reserve an assignable easement for the planting and maintenance of evergreens, trees, shrubs, grass and other landscaping, and the maintenance of sidewalks, parkways and woods on and along the streets shown on the Plat.

10) NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TELEVISION OR RADIO ANTENNAE AND TOWERS, LAUNDRY DRYING FACILITIES OR FLAG POLES: There shall be not more than one nameplate on each lot. A nameplate shall be not more than 72 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 any accessory building or structure, or free-standing in the front or side yard, provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade. Three hospitality light standards, of a design approved by SURWOOD CORPORATION, or its successor or assign, may be located within the front yard. No television, radio tower or satellite dish antennas, or laundry-drying equipment shall be erected or used outdoors, whether attached to a building or structure or otherwise. Flag poles are permitted, provided the pole is not more than 25 feet in height, unless otherwise approved by SURWOOD CORPORATION, or its successor or assign.

11) TEMPORARY STRUCTURES: No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in Paragraph 1 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, and prior to occupancy of residence.

12) 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 structures 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 have been submitted to and approved in writing by SURWOOD CORPORATION, or its successor or assign. Said approving agency hereby retains the right to refuse any such construction plans and specifications, or location, which are not suitable or desirable, in the opinion of SURWOOD CORPORATION, or its successor or assign, for aesthetic or other reasons; and in so passing upon such construction plans and specifications or location, SURWOOD CORPORATION, or its successor or assign, 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. All plans, specifications and other materials pertinent to any proposed construction shall be submitted to the office of SURWOOD CORPORATION, or its successor or assign. A report in writing setting forth the decisions of SURWOOD CORPORATION, or its successor or assign, and the reasons therefore shall thereafter be transmitted to the applicant by SURWOOD CORPORATION, or its successor or assign, within thirty (30) days after the date of filing the plans, specifications and other material by the applicant. SURWOOD CORPORATION, or its successor or assign, 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 drawings and specifications for full review. In the event: (a) SURWOOD CORPORATION, or its successor or assign, fails to approve or disapprove within thirty (30) days after submission, the final plans, specifications and other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (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.

13) UNDERGROUND WIRING: No above ground communication, electric or television lines or cable shall be permitted to be placed anywhere in SURREY HILL WOODS, 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.

14) MAINTENANCE OF PARKWAYS: The owners of lots in SURREY HILL WOODS shall be responsible for the maintenance of parkways located between their lot lines and the edges of street pavements on which said lots face. The

owners of Lots adjacent to islands of cul-de-sacs shall be responsible for maintaining the landscaped center islands of said cul-de-sacs.

15) DEVIATIONS BY AGREEMENT WITH SURWOOD CORPORATION, OR ITS SUCCESSOR OR ASSIGN: SURWOOD CORPORATION, or its successor or assign, 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 practical 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 property in SURREY HILL WOODS.

ARTICLE V

General Provisions

1) Each of the Covenants set forth in this Declaration shall continue and be binding for an initial period of thirty (30) years from October 1, 1986, and thereafter shall be automatically extended for successive periods of twenty-five (25) years each.

2) The Covenants herein set forth shall run with the land and bind SURWOOD CORPORATION, its successors, grantees and assigns, and all parties claiming by, through or under them. SURWOOD CORPORATION, its successor or assign, 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 a 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 SURREY HILL WOODS 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 SURWOOD CORPORATION, or its successor or assign, by the owner of such lot, then SURWOOD CORPORATION, or its successor or assign 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 a trespass. In no event shall the failure of SURWOOD CORPORATION, or its successor assign, 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 in SURREY HILL WOODS 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 the

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 at least three-fourths (3/4) of said lots, and the Declarant mutually 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 (2/3) of said lots consent thereto at least five (5) years prior to the end of any such period;

(c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of Kane County, Illinois;

provided, however, that Article V hereof may be amended at any time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Kane County, Illinois, as to the record ownership of said property shall 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 SURREY HILL WOODS 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 hereinafter executed, encumbering any of the real property in SURREY HILL WOODS; and none of the said Covenants, liens or other provisions shall supercede 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 deed of trust

corporation who succeeds to the position of SURWOOD CORPORATION, or its successor or assign as developer of lots in SURREY HILL WOODS and "assign" means any person or corporation who takes by written assignment from SURWOOD CORPORATION, or its successor or assign.

IN WITNESS WHEREOF, SURWOOD CORPORATION, has caused this instrument to be executed by its President, and its corporate seal to be hereto affixed, the day and the year first above written.

SURWOOD CORPORATION

Gordon K. Draper
Gordon K. Draper
President

ATTEST:

Gordon K. Draper
Secretary

SUBSCRIBED AND SWORN
to before me this 1st
day of October, 1986.

James F. Cooke
Notary Public

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THIS DOCUMENT PREPARED BY:

James F. Cooke, Attorney at Law
11 S. Second Avenue
St. Charles, Illinois 60174
(312) 377-9377

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 at least three-fourths (3/4) of said lots, and the Declarant mutually 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 (2/3) of said lots consent thereto at least five (5) years prior to the end of any such period;

(c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of Kane County, Illinois;

provided, however, that Article V hereof may be amended at any time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Kane County, Illinois, as to the record ownership of said property shall 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 SURREY HILL WOODS 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 hereinafter executed, encumbering any of the real property in SURREY HILL WOODS; and none of the said Covenants, liens or other provisions shall supercede 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) When used in these Covenants "successor" means a person or