

**REVISED COVENANTS**

**Spring Valley Estates Association**

**Effective Beginning August 1, 2018**

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1. No construction shall commence upon any common ground and/or property owners' lot(s) until the said owner(s) have received written permission (Spring Valley Estates, Inc., Building Contract) from Spring Valley Estates, Inc. Building Committee. The Building Committee has the authority to approve or reject original construction plans and/or any type of continued construction of any existing structure that does not confirm to the design of the neighborhood / general subdivision. The Building Committee shall inform the owner(s) on the following requirements general location (Covenant #2), -- including the positioning of the structure with respect to topography and the finished grade of elevation. The building committee has the right to question the quality of workmanship, materials, and harmony of the external design with the existing structures. A majority of the building committee members must be in agreement before approving Spring Valley Estates, Inc. Building Contract; the contract must be documented and approved in writing. The owner(s) will receive a copy of the original Spring Valley Estates, Inc. Building Contract granting permission or denial. The owner(s) will receive acknowledgements to said document (Spring Valley Estates, Inc. Building Contract) within 5 days from the initial Building Committee Meeting. During construction, "The Building Committee" shall have free access to all reasonable hours to said building and grounds for the purpose of making inspections and if owner and/or owners contractor is not complying to the building contract with Spring Valley Estates, Inc.: Spring Valley Estates, Inc. Building Committee has the right to hire an independent building inspector if they deem necessary. The Building committee may halt and/or end construction privileges at the expense of the owner(s). Spring Valley Estates, Inc. and/or Building Committee will not be liable for any expenses that may accrue due to halting or ending of construction privileges; the owner(s) will be held directly responsible for all expenses. The lot-owner must comply to the "Spring Valley Estates, Inc. Building Contract" or return the lot and/or structure to its original state.

2. Every residence must face the road on which it is built; no building may be erected outside the set back lines as shown on the plat. Thereafter all new construction for the replacement, alteration, and/or addition shall in general conform to the established architectural plan. The front of building structures must be set back at least 30 feet from the property line, and not less than 10 feet from side property lines. Structures erected prior to August 1, 1998 are considered secured under the Grandfather Clause. If a property lot-owner owns two or more

adjoining lots, construction upon the interior property lines may be permitted with approval from the building committee.

3. No trailers/mobile homes (single or double-modular wide) shall be permitted. No structure of a temporary character, trailer, basement, tent, shack, garage, barn and/or other outbuilding shall be used as a residence either temporarily or permanently. Modular shall be defined as a manufactured home that is built upon a non-removable steel chassis with axles which may or may not have wheels and/or a trailer-tongue attached.

4. Buildings sites may be improved only with a single family residence (no condos-no multi-family structures). One-story or multilevel homes, exclusive of garages, basements and covered breezeways/porches shall be a minimum of 1,500 square feet of living space.

5. No construction on any lot shall be such as to impede existing drainage. 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 drainage channels in the easements.

6. No person may dwell in any structure judged by the building committee to be ninety percent or less completed. All construction must be completed within 10 months from the initial date of construction.

7. There may be no more than two detached outbuildings placed for each residence, and only with the written approval of the Building Committee. Every building must be completed within 10 months from the beginning of construction. Outbuildings shall be limited to no more than a combined total of at least 300 square feet less than the total square feet of the residence with a maximum of 1,250 square feet and may not be more than 1 story in height. They shall conform in appearance to surrounding homes constructed of wood, metal, brick, (NO Concrete Blocks) and must be totally enclosed. Such building must be set back at least 30 feet from the property line (road that faces that front entrance of the lot-owners residence) and not less than 10 feet from the side property lines of said lot. Structures erected prior to August 1, 1998 are considered secured under the Grandfather clause. No outbuildings are allowed prior to the construction of one's residence

8. Re-subdivision of lots is prohibited and no more than one residence may be erected on each lot.

9. No partially destroyed, dilapidated structure, and/or open basement shall be allowed to remain upon any lot. It will be the owner's expense and responsibility to return the lot to its pre-construction state.

10. All outside improvements or construction of existing structures must be approved by the building committee. All fencing must conform to the following covenants and restrictions and be approved in writing by the building committee prior to the installation. Lot owners are responsible to submit to the building committee for review a scope of work detailing the fencing installation, including, the location, materials, height, and such other information as may be requested by the building committee. All lot perimeter fencing must also include a copy of the boundary line survey including the proposed location of said fencing.

(A) Dog Kennels. Lot owners may construct or install fencing associated with dog kennels. Chain link metal fences will only be permitted in the construction of dog kennels, and may not be used in any other fencing as provided for herein. No such kennel fence shall enclose area larger than 144 square feet and shall be located behind any residence located on the lot.

(C) Perimeter Fences and Swimming Pool Fences. The following conditions apply to the construction of perimeter fences and swimming pool fences:

(i) may be constructed of wrought iron and certain types of aluminum of black color only.

(ii) no fence shall be constructed in excess of 72 inches above finished grade. Fence height is measured at the top of the highest point of the fence.

(iv) the fence shall be constructed "beauty side" out, with all structural members of the fence on the inside.

(v) Lot owners are responsible for all upkeep and general maintenance of the fence. All fences are to be maintained in a condition that continues to meet the specifications as originally approved by the building committee.

(vi) Fences shall not be located closer than three feet from the boundary line as set forth on the plat of survey.

(D) Any fences erected prior to the effective date of these amended covenants shall be considered Grandfathered.

11. Every dwelling must be attached to a septic system or sewer system that has been approved by the Jersey County and/or State Officials. The tank and field lines of all septic systems or other approved, on-site sewage management systems (hereinafter referred to as "septic systems") upon any lot shall be regularly serviced as required to assure proper and sanitary operation.

(1) In the event that improper or unsanitary conditions are suspected due to an improperly maintained or serviced septic system, the building committee shall contact the lot owner and together agree on proper remediation plan including time frame to correct the condition and bring the system into compliance.

(2) Prior to the sale of an existing dwelling connected to a septic system, a complete system evaluation must be completed by a state or county registered system inspector. If the system is deemed inadequate or non-operational, the system must be repaired prior to sale.

12. Swimming in lake is permitted for members and guests only. Everyone will be responsible for their own safety; Spring Valley Estate, Inc. will not be held liable for any incidents resulting in injuries or fatalities that may occur. All swimming pools or hot tubs must be protected in accordance with all state and local codes and safety restrictions.

13. No lot shall be used as a dumping ground for rubbish or for storage of junk. Trash, garbage, and other waste shall be kept in sanitary and sightly containers. Each lot-owner must maintain any building and yard area so as not to create an eye sore to the subdivision. Spring Valley Estates, Inc. will mow and/or remove brush to keep the property free from unsightly weeds and brush. If owners neglect to mow at regular intervals the groundskeeper will maintain the property at the low owner's expense. All such expenses that may occur will be collected from the property owner. The fees accrued will be due and collected in the same manner as the monthly assessment.

14. No junked vehicles allowed; no junked vehicles may be parked, repaired in the driveway/common ground, or front yards of the members (this excludes oil changes and minor repairs).

15. The keeping of animals, other than those classed as domesticated, is prohibited. Dogs will only be allowed in Spring Valley Estates, Inc. if the owner provides containment either by means of a kennel, chain or some other type of restrictive device. Any household pets that are kept outside and create a continued disturbance must be kept inside the home or removed from the subdivision. Such action shall be determined and enforced by the board of directors. Dogs are allowed free run privileges; but only with the direct supervision of the dog's owner(s).

16. No noxious, illegal, and/or offensive activities shall be carried on upon any lot or common ground that may tend to make the neighborhood undesirable for residential purposes. Such action shall be determined and enforced by the board of directors or the proper authorities.
17. No commercial activity of any kind shall be allowed on any site, and no commercial sign of any kind shall be displayed for public view on any lot except a sign advertising the property for sale, or a sign used by a builder to advertise the construction period. Nothing herein shall prevent any owner from doing professional work in his own home provided that there are no signs or other advertising to that effect placed upon the premises. Any member with a trade license, and or housing of an operational licensed business requiring state or federal registration may not originate their main place of business within their residential home- Addressed Spring Valley Estates, - Grafton, IL.
18. No vehicles over \$8,000.00 lbs gross vehicles weight shall be kept at any lot or common ground with the exception of recreational vehicles and implements owned by the association.
19. Electronic gate operators are available from a supplier for members of Spring Valley Estates, Inc. All costs associated with the electronic gate openers are the responsibility of each lot owner.
20. Residents will be allowed on the common ground with motored bikes, all – terrain vehicles, go-carts, etc.; but, parents will be held directly responsible for any destruction or any damages to the common grounds (Sound variable could be rectified if necessary by Covenant #16). Everyone will be responsible for their own safety; Spring Valley Estates, Inc. will not be held liable for any incidents resulting in injuries or fatalities that may occur.
21. The Lake Committee will be responsible for all decisions concerning the welfare of the lake. The Lake Committee will also maintain and enforce a fishing policy that all members must abide by. No motorized watercraft will be allowed on the lake with the exception of those powered by electric trolling motors unless for the purpose of authorized maintenance of the lake.
22. These covenants as amended remained in force from August 1, 1998 to August 1, 2003; and then were renewed to August 1, 2008. These covenants shall automatically renew for an annual period thereafter, unless amended or revoked within 90 days of the end of any such period upon a vote of two-thirds of the lot owners at the time of such renewal.

23. Observance of these covenants, subject to which the land is deeded, may be enforced by any one or more owners of the subdivision land through appropriate notification to the board of directors and/or the filing of legal suit,

24. Effective January 1, 2019, each lot-owner shall pay an assessment of \$40.00 per month per lot for the upkeep of common areas mutually owned by all land owners. This assessment is effective July 1, 2018, and continually unless subsequently modified by a vote of (2/3) of the lot owners at an annual or special meeting of the members. All lot assessments are due in two installments. All assessments are due one half (\$240/ per lot) on March 31<sup>st</sup> and one-half (\$240/ per lot) on August 31<sup>st</sup>. After 30 days a late fee in the amount of \$25.00 per month will be assessed by the board on all unpaid assessments and will accrue each month thereafter until the assessment is paid in full. A late fee in the amount of \$25.00 per month will be assessed by the Board on all other charges that remain unpaid after 30 days, including mowing charges, and will continue to accrue each month thereafter until the unpaid charge is paid in full.

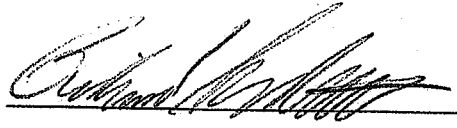
25. No houses or buildings in Spring Valley Estates subdivision shall be used as rental property.

26. No lot owner shall have a dusk to dawn light of 100 watts or larger on their property.

27. All legal expenses and costs incurred by the Subdivision Association in enforcing the terms and conditions of these Covenant's and By-Law's shall be paid by the lot owner who is in violation.

28. Upon any transfer of ownership interest of a lot of Spring Valley Estates Subdivision, the transferring lot owner shall provide written notice of said transfer to the then acting president of the Corporation within 30 days of the transfer. Said written notice must identify the date of the transfer, the lot number transferred, and the name, address, and phone number of the transferee.

We, Richard Schmitt and Kelly Rowling, duly elected President and Secretary of the Board of Directors of Spring Valley Estates, Inc. hereby certify and confirm that the preceding is a true and correct copy of the Revised Covenants for Spring Valley Estates, Inc. that was adopted pursuant to the By-Laws and the initial Declarations of Covenants as signed August 29, 1973, by the members at the special meeting of members held on 08/05/2018. Further, that these Revised Covenants become effective beginning August 1, 2018.



RICHARD SCHMITT, President

ATTEST:

  
KELLY ROWLING, Secretary

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public