DECLARATION OF BUILDING RESTRICTIONS FOR
"COUNTRY VALLEY ESTATES FIRST ADDITION"

BE IT KNOWN that J. A. ROBINSON & ASSOCIATES, INC., a Delaware corporation duly authorized to do business in Illinois, owner of the premises described in the foregoing Surveyor's Certificate, does hereby subdivide said tract of land and does designate such subdivision as Country Valley Estates, First Addition, an addition to the Village of Chatham, Illinois, in accordance with the attached plat thereof for the purpose of sale of lots with reference to description and number of the several lots as designated on said plat. Streets as shown on said plat are dedicated to public use as public thoroughfares and for sewers, water mains, and for public utility purposes, and the easements upon and across all lots as shown on said plat are dedicated for use for sewers, water mains and other public utilities and for surface drainage.

In consideration of the purchase of or other acquisition of any lots or parts thereof in Country Valley Estates, First Addition and in order to secure the best use and improvement of the building sites in said addition, to protect the owners of the building sites therein against undue depreciation in value of their properties, to prevent the erection therein of poorly designed or constructed buildings, to make the best use of and to preserve the natural beauty of said subdivision, to locate structural improvements therein with proper regard to topographical features of said subdivision, said owner does hereby, for itself and for its successors and assigns, covenant and agree with all grantees of lots or parts thereof in said subdivision that the restrictions as hereinafter itemized shall be and are hereby declared to be covenants running with the land therein.

1) No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling on Lots One (1) through Twenty-one (21).

2) Single-family units are not to exceed three levels of living quarters in height and a private garage for not more than three cars.

3) The following restrictions apply to single-family dwellings. (The computation of square feet of floor space shall be based on the exterior measurements of the main structure and shall exclude porches, breezeways, garages and utility rooms, except if the utility room is part of the main structure).

(a)	A one-story dwelling	1600 square feet of floor space
(b)	A two-story house. Both stories containing the living quarters must be above the grade of the lot.	900 square feet on each of the two floors
(c)	A one and one-half story house or similar arrangement. Both stories containing the living quarters must be above the grade of the lot.	1200 square feet on the first floor and 600 square feet on the second floor

(d) A tri-level or hillside house shall have 900 square feet of floor space on each of the two levels above the grade level or not less than 1600 square feet aggregate on said two levels.

Each dwelling shall have an enclosed garage either attached thereto or constructed upon said building site.

4) "Building site" as used in this instrument shall mean any part of any single tract of land, all of which is owned by the same person or group, and no residential structures shall be erected to be placed on any building site having an area less than the area of the smallest lot in said subdivision. No fence or wall shall be erected, placed or altered on any building site nearer to any street than the minimum building set back line unless approval for same has been heretofore obtained from the subdivision's governing authority.

5) No residential unit, including attached proches, breezeways, and garages, shall be erected on any lot nearer to the front line of said lot than

the minimum setback line as shown on the recorded plat of the subdivision, or closer than 5 feet to either side lot line, or closer than 20 feet to the rear lot line (provided, however, that in the case of corner lots the setback from the side street line shall not be less than the minimum setback line as shown on the recorded plat of the subdivision). Each residential dwelling shall face a subdivision street. The total lot width displacement of buildings shall not exceed eighty-five percent (85%) of the lot width as measured across dwelling at front or rear foundations. Carports shall be classified as garages. Driveways shall have a minimum width of 9 feet.

6) Easements for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat of Country Valley Estates, First Addition.

7) Each dwelling shall be sewered to an aeration-type sewage treatment plant. Such treatment facilities shall be as manufactured by the Jet Aeration Company or equal. The design, construction, installation, location, maintenance and operation of this system, as well as the subsurface disposal of effluent, shall comply with minimum standards and engineering practices of the U.S. Public Health Service (National Academy of Sciences report #586) as well as the U.S. Dept. of Housing and Urban Development (FHA Sanitary Engineering bulletin #a). A compliance specification is on file at the offices of the developers and is available to lot owners.

8) No building shall be erected, driveway constructed, or swimming pool installed, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Said grade lines shall be in

conformity with the adjacent lots and shall not interfere with the drainage from adjoining lots. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Jerome A. Robinson, Shirley Robinson, and John P. Lampros. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

9) All utilities including telephone, electric and television cables and oil tanks other than for temporary service during construction shall be underground. Transformers and distribution pedestals for main lines and houseleaders shall be located only as approved by the Architectural Control Committee.

10) Within 18 months after construction of any residential unit is gegun upon any lot, four trees, in addition to trees thereon at the time that construction is begun, shall be planted and thereafter nurtured and established to enhance the beauty of the lot and the subdivision.

11) All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials, paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12) All television antennas and towers shall be placed to the rear of the dwelling structures and all compressors and cooling towers used in conjunction with central air-conditioning shall be installed in such a manner as to contribute to the exterior beauty and planning of the dwelling and not to become an annoyance and nuisance to the neighborhood.

13) No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation and carrying on of any trade, business or industry.

14) The owner of any vacant lot shall cut the weeds and maintain the same in a proper condition.

15) 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.

16) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent by the lot owner. The Architectural Control Committee shall approve builder's and subdivider's signs.

17) No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

18) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No dogs shall be kept on any lot until such lot is improved with a habitable dwelling.

19) No lot shall be used or maintained as a dumping ground for rubbish and all trash, garbage, or other waste shall be kept in sanitary containers.

All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

20) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by sixty-five percent (65%) of the then owners of the lots has been recorded, each lot having one vote, agreeing to change said covenants in whole or in part.

21) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, the undersigned has hereunto set his respective hand and seal upon this 7th day of June, 1973.

J. A. ROBINSON & ASSOCIATES, INC.
a Delaware corporation duly authorized
to do business in Illinois,

Attest: Wm. F. Fulten, Its Secretary

By J. A. Robinson, Its President

STATE OF ILLINOIS)
) SS
SANGAMON COUNTY)

I, Brenda L. Phelps a Notary Public, hereby certify that J. A. Robinson and Wm. F. Fulten, who are personally known to me to be the President and Secretary respectively of J. A. Robinson & Associates, Inc., appeared before me this day in person and signed the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Witness my hand and notarial seal this 7th day of June, 1973.

Brenda L. Phelps
Notary Public

550461

BOOK 1181 PAGE 39

Mail Mr. Wm P Roberts
522 E. Monroe
City

State of Illinois, } ss. I hereby certify
Sangamon County } that this instrument
was filed for record at 1:30 P.M.
and recorded
in NOV 19 1973 on
Book of Page

Ronald J. Stahl
RECORDER OF DEEDS