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Towne & Country Abstract

DECLARATION OF _____ VOLUME _____
 COVENANTS, CONDITIONS, _____ OF _____
 EASEMENTS AND RESTRICTIONS _____
 FOR SPARROW SUBDIVISION, _____
 A SUBDIVISION PAGE _____

THIS DECLARATION, is made as of this 27th day of January, 2010,
 by Jim Stupavsky Construction Inc., an Illinois Corporation,
 hereinafter referred to as the "Declarant".

WITNESSETH THAT:

WHEREAS, the Declarant is the owner of all of the lands contained
 in the area known as "Sparrow Subdivision", (herein called
 "Subdivision", as shown and described on the plat thereof recorded on
 January 18, 1978 in Book 13 of Plats, at pages 1405-1406, as Document
 No. 14885, in the Office of the Recorder of Deeds in and for the County
 of Adams, State of Illinois (herein called the "Plat"); and

WHEREAS, The Subdivision consists of the following described real
 estate:

A tract of land lying in the Southeast Quarter of
 Section 16, Township 2 South, Range 8 West,
 Melrose Township, Adams County, Illinois being
 more fully described as follows:

Beginning at a point marking the Southwest corner
 of the Northwest Quarter of the Southeast Quarter
 of Section 16, said point lying on a public
 gravel road; Thence North 02° 03' East along the
 North-South Quarter Section line 928.27 Feet;
 Thence North 89° 59' East parallel with the South
 line of the Northwest Quarter of the Southeast
 Quarter of said Section 16, a distance of 309.19
 Feet to the beginning of a 50.0 foot radius curve
 to the right; Thence along said curve through a
 central angle of 163° 24' and an arc length of

142.59 Feet; Thence South 02' 03' West, parallel with the North-South Quarter Section line, 249.04 Feet to the beginning of a 800.63 foot radius curve to the right; Thence along said curve through a central angle of 11' 31' 46" and an arc length of 161.12 Feet to the beginning of a 734.63 foot radius curve to the left; Thence along said curve through a central angle of 11° 31' 46" and an arc length of 147.83 Feet; Thence South 02' 03' West parallel with the North-South Quarter Section line, 275.5 Feet to a point on said South line of the Northwest Quarter of the Southeast Quarter of said Section 16; Thence South 89' 59' West along said South line 296.0 Feet to the Point of Beginning containing 6.71 acres more or less, with the above described subject to that portion now being used for Public Road purposes.

WHEREAS, Declarant desires to subject and impose upon the Subdivision mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement of all of the lots in the Subdivision and the future owners thereof; and

WHEREAS, the Declarant intends to combine the lots in order to sell larger parcels of real estate to potential buyers; and

WHEREAS, the Declarant has caused a plat of survey to be made which specifically described the combined lots and portions thereof which will be sold; and

WHEREAS, said plat of survey was recorded on January 28, 2010 at page 786 in Book 710, ("Plat of Survey") a copy of which is attached hereto, marked as Exhibit "A" and incorporated by reference as if fully set forth.

WHEREAS, the lots of the Subdivision shall be referred to by their parcel number on Exhibit "A", and said parcels are more specifically described on Exhibit "A".

NOW, THEREFORE, the Declarant hereby declares that the real property located within the Subdivision shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Subdivision, established by the Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each lot and parcel situated thereon. All of these Restrictions shall run with the land and

shall be binding upon the Declarant and upon all the parties having or acquiring any right, title or interest in and to the real property or any part or parts thereto located in the Subdivision (such persons being sometimes hereinafter referred to as "Owners").

1. RESIDENTIAL CHARACTER OF THE SUBDIVISION:

A. IN GENERAL: The real estate contained in the Subdivision shall be divided into four parcels as shown on Exhibit "A", and referred to herein by said parcel numbers, and said parcels are more specifically described as follows:

Parcel 1: All of Lots 1 and 2 and the South 40 feet of Lot 3 of Sparrow Subdivision, a subdivision of a part of the Southeast Quarter of Section 16 in Township 2 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, recorded in Book 13 of Plats at Pages 1405-1406, said Lots being further described as follows:

Beginning at the southwest corner of Lot 1; thence North 02 degrees 03 minutes 00 seconds East on the west line of said Lot 1 and on the east line of Lot 3 a distance of 228.14 feet; thence South 83 degrees 10 minutes 34 seconds East parallel with and 40.00 feet normally distant northerly from the south line of said Lot 3 a distance of 230.61 feet to the east line of said Lot 3; thence South 02 degrees 03 minutes 00 seconds West on said east line and on the east line of Lot 2 a distance of 200.73 feet to the southeast corner of said Lot 2; thence North 89 degrees 59 minutes 53 seconds West on the south line of said Lots 1 and 2 a distance of 229.96 feet to the point of beginning, containing 1.13 acres, more or less, and being subject to easements of record.

Parcel 2: Lot 3 except the South 40 feet, and all of Lots 4 and 5 of Sparrow Subdivision, a subdivision of a part of the Southeast Quarter of Section 16 in Township 2 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, recorded in Book 13 of Plats at Pages 1405-1406, said Lots being further described as follows:

Beginning at the northwest corner of Lot 5; thence South 77 degrees 02 minutes 40 seconds East on the north line of said Lot 5 a distance of 250.49 feet to the northeast corner of said Lot 5; thence southwesterly on the east line of said Lot 5 and on the east line of Lot 4 a distance of 161.12 feet on a curve to the left having a central angle of 11 degrees 31 minutes 46 seconds and a radius of 800.67 feet, the chord of said curve bears South 07 degrees 48 minutes 53 seconds West 160.85 feet;

thence South 02 degrees 03 minutes 00 seconds West on the east line of said Lot 4 and on the east line of Lot 3 a distance of 44.11 feet; thence North 83 degrees 10 minutes 34 seconds West parallel with and 40.00 feet normally distant northerly from the south line of said Lot 3 a distance of 230.61 feet to a point on the west line of said Lot 3; thence North 02 degrees 03 minutes 00 seconds East on said west line and on the west line of said Lots 4 and 5 a distance of 232.34 feet to the point of beginning, containing 1.18 acres, more or less, and being subject to easements of record.

Parcel 3: All of Lots 6, 7 and 8 and the South 20 feet of Lot 9 of Sparrow Subdivision, a subdivision of a part of the Southeast Quarter of Section 16 in Township 2 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, recorded in Book 13 of Plats at Pages 1405-1406, said Lots being further described as follows:

Beginning at the southwest corner of Lot 6; thence North 02 degrees 03 minutes 00 seconds East on the west line of said Lot 6 and on the west line of Lots 7, 8 and 9 a distance of 242.24 feet; thence South 82 degrees 01 minute 50 seconds East parallel with and 20.00 feet normally distant northerly from the south line of said Lot 9 a distance of 262.19 feet; thence South 02 degrees 03 minutes 00 seconds West on the east line of said Lots 9, 8 and 7 a distance of 115.75 feet; thence southwesterly on the east line of said Lots 7 and 6 a distance of 147.84 feet on a curve to the right having a central angle of 11 degrees 31 minutes 46 seconds and a radius of 734.67 feet, the chord of said curve bears South 07 degrees 48 minutes 53 seconds West 147.59 feet to the southeast corner of said Lot 6; thence North 77 degrees 02 minutes 40 seconds West on the south line of said Lot 6 a distance of 250.49 feet to the point of beginning, containing 1.50 acres, more or less, and being subject to easements of record.

Parcel 4: Lot 9 except the South 20 feet, Lot 10 except the East 25 feet of the North 20 feet and Lot 11 except the East 25 feet all of Sparrow Subdivision, a subdivision of a part of the Southeast Quarter of Section 16 in Township 2 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, recorded in Book 13 of Plats at Pages 1405-1406, said Lots being further described as follows:

Beginning at the northwest corner of Lot 11; thence North 89 degrees 57 minutes 08 seconds East on the

north line of said Lot 11 a distance of 253.27 feet to a point on the west line of the east 25 feet of said Lot 11 said west line being the west right of way line of a street dedicated on the Plat of Timberline 4th Addition recorded in Book 709 at page 11229; thence southwesterly on said west line and said right of way line 51.98 feet on a curve to the left having a central angle of 39 degrees 42 minutes 45 seconds and a radius of 75.00 feet, the chord of said curve bears South 21 degrees 54 minutes 23 seconds West 50.95 feet; thence South 02 degrees 03 minutes 00 seconds West on said west right of way line and on the west line of the East 25 feet of the North 20 feet of Lot 10 a distance of 54.76 feet to the southwest corner of said East 25 feet of the North 20 feet of Lot 10; thence South 87 degrees 20 minutes 06 seconds East on the south line of said right of way and on the south line of said East 25 feet of the North 10 feet of Lot 10 a distance of 25.00 feet to a point on the east line of Lot 10; thence South 02 degrees 03 minutes 00 seconds West on the east line of said Lot 10 and on the east line of Lot 9 a distance of 125.89 feet; thence North 82 degrees 01 minute 50 seconds West parallel with and 20.00 feet normally distant northerly from the south line of said Lot 9 a distance of 262.19 feet to a point on the west line of said Lot 9; thence North 02 degrees 03 minutes 00 seconds East on said west line and on the west line of said Lots 10 and 11 a distance of 192.53 feet to the point of beginning, containing 1.21 acres, more or less, and being subject to easements of record.

B. There shall be no more than four single family residential homes in the Subdivision. One single family residence maybe placed on each parcel, not lot, as described on Exhibit A. No structure shall be erected, placed or permitted to remain upon any of said parcels on Exhibit A other than one (1) single family dwelling and an attached private garage. No outbuildings shall be located on any parcel on Exhibit A or lot in the Subdivision, except, if any, one (1) outbuilding accessory to the single family residence. An attached private garage must be provided for each single family dwelling. "Family", for the purposes hereof, shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption, except that the group may include one (1) person not so related, living together as a single housekeeping unit.

C. RESIDENTIAL USE OF ACCESSORY OUTBUILDINGS, ETC.,

PROHIBITED: No accessory outbuildings shall be erected on any of said parcels or lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding ever be used as a residence or dwelling house or place for human occupancy or habitation.

D. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED. No dwelling house constructed on any of said parcels on Exhibit A or lot in the Subdivision shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Architectural Trustee" hereinafter described, and the decision of that Committee shall be binding on all parties concerned.

2. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF:

A. MINIMUM LIVING SPACE AREAS: No dwelling shall be constructed on any lot or parcel as shown on Exhibit A in the Subdivision exceeding the height hereafter stated having less than the following minimum square footages of living space, exclusive of porches (whether or not enclosed by screens or otherwise), breezeways, terraces, garages, car ports and other building:

Each one story dwelling shall contain floor space, excluding porches, breezeways, garages and basement, if any, of at least 3,500 square feet. All other dwellings shall contain floor space, excluding porches, breezeways, garage, and basement, if any, of at least 3,500 square feet with a minimum of 2,400 square feet on the first floor and 1,100 square feet on the second floor.

No dwelling shall exceed two and one-half (2 1/2) stories in height.

A garage shall be provided which contains at least eight hundred fifty (850) square feet.

B. Set-Back Requirements: Except as may be otherwise provided in these restrictions or on the Plat or Exhibit "A", no dwelling house or above grade structure shall be constructed Or placed on any numbered lot in the Subdivision (except fences or walls, the placement of which is provided for hereinafter) nearer to any lot line than the minimum building setback lines shown on the recorded subdivision plat, or thirty-five (35) feet, whichever is more.

C. FENCES OR WALLS: In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences or walls shall be permitted on any parcel as shown on Exhibit A, lot or parcel or lot lines except where, in the opinion of the Architectural Trustee (as hereinafter described), a fence, wall or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the Architectural Trustee shall determine the size, location, height and composition of the fence, wall or other enclosure.

D. CONSTRUCTION MATERIALS: The finished exterior of every building constructed or placed on any numbered lot in the Subdivision or parcel as shown on Exhibit A shall be of material other than tar paper, rollbrick siding or any other similar material. The dwelling and outbuildings located on any lot or parcel shall be of standard construction materials. Pre-fabricated structures, mobile homes and the like may not be located on any lot or parcel.

E. DILIGENCE IN CONSTRUCTION: The exterior of every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within twelve (12) months after the beginning of such construction or placement, unless prevented by weather or act of God or because of the size or nature of the construction project. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

F. PROHIBITION OF USED STRUCTURES: All structures constructed or placed on any numbered lot in the Subdivision or parcel as shown on Exhibit "A" shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any such lot.

G. MAINTENANCE OF LOTS AND IMPROVEMENTS: The Owner of each parcel as shown on Exhibit "A" in the Subdivision shall at all times maintain said parcel and any improvements situated thereon in such manner so as to prevent said parcel or improvements from becoming unsightly; and specifically, such owner shall:

(i) Mow said parcel at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon;

(ii) Remove all debris or rubbish from said parcel;

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said parcel;

(iv) Cut down and remove dead trees from said parcel;

(v) Keep the exterior of all improvements constructed on said parcel in such a state of repair or maintenance as to avoid their becoming unsightly.

H. ASSOCIATION'S RIGHT TO PERFORM MAINTENANCE: In the event that the Owner of any parcel as shown on Exhibit A in the Subdivision shall fail to maintain said parcel or any improvements situated thereon in accordance with the provisions of these restrictions, and any Bylaws of Timberline Association (as is hereinafter described), which from time to time may be in effect, and which may be relevant to these restrictions, said Association shall have the right, by and through its agents or employees or contractors to enter upon said parcel and repair, mow, clean or perform such other acts as may be reasonably necessary to make such parcel and the improvements situated thereon (if any), conform to the requirements of these restrictions. The cost, therefore, to the Association shall be added to and become a part of the annual charge to which said parcel is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractor shall be liable for any damage which may result from any maintenance work performed hereunder.

3. GENERAL PROHIBITIONS:

A. IN GENERAL: No noxious or offensive activities shall be carried on on any lot or parcel as shown on Exhibit "A" in the Subdivision, nor shall anything be done on any of said parcels or lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

B. SIGNS: No sign of any kind shall be displayed to the public view on any parcel as shown on Exhibit "A" or lot in the Subdivision except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

C. ANIMALS: No animals, livestock, swine or poultry of any kind shall be kept, raised, bred or maintained on any parcel as shown on

Exhibit 'A" or lot in the Subdivision, except the usual household pets, and as to the usual household pets, they shall not be kept, raised, bred or maintained for commercial purposes, they shall not be wild or dangerous or considered *ferae naturae* by law, and they shall be required, except when on a leash held by and under the control of a reasonable individual, to be kept and maintained in the structures on the property and/or suitable enclosed pens and if in suitable enclosed pens, such pens must be located to the rear of the residential dwelling and must be landscaped to hide the pen and to suitably blend in with the surroundings. Without limiting the scope of wild and dangerous animals, they specifically include snakes, bears and foxes, and other such animals, even though they may otherwise be domesticated and/or thought of as pets.

D. DISPOSAL OF GARBAGE, TRASH AND OTHER LIKE HOUSEHOLD REFUSE: No owner of any parcel as shown on Exhibit "A" in the Subdivision shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his said parcel, except as may be permitted in subparagraph E, below.

E. CONCEALMENT OF FUEL STORAGE TANKS AND TRASH RECEPTACLES: Every tank for the storage of fuel that is installed outside any building in the Subdivision shall be either buried below the surface of the ground, or screened to the satisfaction of the Architectural Trustee, by fencing, shrubbery or other means. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street or lake within the Subdivision at any time, except at the times when refuse collections are being made.

F. RESTRICTIONS ON TEMPORARY STRUCTURES: No temporary house, trailer, garage or other outbuildings shall be placed or erected on any lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of constructions.

G. DITCHES AND SWALES SHALL NOT BE OBSTRUCTED: It shall be the duty of every owner of every parcel as shown on Exhibit "A" in the Subdivision on which any part of an open storm drainage ditch, stream or swale is situated to keep the portion thereof as may be situated upon his parcel continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said parcel as may be reasonably required to accomplish the purposes of this subsection.

H. TRUCKS, BOATS & MOTORS, ETC. RESTRICTIONS: Trucks of any

size, boats, trailers of any kind, motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may be kept in the Subdivision, which includes streets and lots, provided a permanent off-street, fully enclosed shelter (attached garage) is provided for housing therein and that such equipment is not kept outside thereof for a period of 24 hours. The only exception to this will be allowed when trucks or storage equipment are necessary and utilized during building construction.

I. ANTENNA AND SATELLITE DISH RESTRICTIONS: No antennas of any type shall be allowed or permitted on the parcels as shown on Exhibit "A", and no satellite dishes shall be allowed or permitted, unless the satellite dish is small enough to be properly camouflaged with suitable landscaping approved by the architectural trustee and such satellite dishes, if sufficiently small enough, shall be suitably camouflaged.

J. INSTALLATION OF UTILITY SERVICES:

(i) All utility lines and apparatus provided to or in the Subdivision, including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision, community antenna services, and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground.

(ii) Sanitation systems serving properties, whether sewer or septic systems, shall conform to all federal, state and local laws or ordinances.

K. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any parcel as shown on Exhibit A, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

4. ARCHITECTURAL CONTROL:

A. POWERS:

(i) Generally: No building, building structures or improvement of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Trustee as to quality of workmanship and materials, harmony of external design

with existing structures, compliance with these covenants, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Trustee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision. The Architectural Trustee shall be the exclusive Builder of all buildings, building structures or improvements of any type or kind unless permission is granted by the Architectural Trustee for another builder or builders as to a specific parcel as shown on Exhibit A. The location of the building, building structure, or improvement of any type or kind, as to the placement on the parcel as shown on Exhibit 1'A", shall be subject to the final approval of the Architectural Trustee and such placement or placements shall be in accordance with the sole determination of the Architectural Trustee after consulting with the Owner and giving due consideration to all factors involved.

(ii) Power to Grant Variances: The Architectural Trustee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship, provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Subdivision.

B. ARCHITECTURAL TRUSTEE: The Architectural Trustee is Jim Stupavsky Construction, Inc., an Illinois Corporation. The Architectural Trustee may designate a representative to act for it and the Architectural Trustee does hereby designate James A. Stupavsky to act as its representative as President of Jim Stupavsky Construction, Inc. In the event of the death, resignation or inability to act of James A. Stupavsky, Cheryl L. Stupavsky shall then be the representative of Jim Stupavsky Construction, Inc. for the purposes of the Architectural Trustee with full authority to act. In the event of the death, resignation or inability to act of both James A. Stupavsky and Cheryl L. Stupavsky, a successor trustee may be designated by Jim Stupavsky Construction, Inc. In the event Jim Stupavsky Construction, Inc. fails to appoint a successor trustee within one year of the death, resignation or inability to act as both James A. Stupavsky and Cheryl L. Stupavsky, then a successor trustee may be designated by a majority of the then owners of the parcels as shown on Exhibit A which shall be determined as provided in paragraph 12 below. The designation of the trustee shall record in the Clerk/Recorder's Office of Adams County, Illinois.

C. PROCEDURES: The approval or disapproval as required in the covenants shall be in writing. In the event the Architectural Trustee, or

the Trustee's designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to the Trustee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. ASSOCIATION: Except as to undeveloped parcels as shown on Exhibit "A" owned by Jim Stupavsky Construction, Inc., at such time as a dwelling is constructed on each parcel as shown on Exhibit "A" within the Subdivision, the continuing function of the Architectural Trustee shall transfer to the Board of Directors of Timberline Association.

E. LIABILITY OF TRUSTEE, ETC.: Neither the Architectural Trustee nor any agent thereof, nor the Declarant, nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5. EASEMENTS:

A. The Declarant creates and reserves unto itself, its successors and assigns, certain easements along, across, over, under and upon the real estate that constitutes the Subdivision. The easement so reserved by the Declarant is described as follows:

1. UTILITY: Easements for location, construction, establishment, maintenance and operation of all utilities and accessories and for other purposes are reserved as shown on the recorded Subdivision Plat. Within these easements, no permanent building, structure, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation, location, maintenance and replacement of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and adjoining public areas, if any, shall be maintained continuously by the owner of the parcel as shown on Exhibit "A", except for those improvements for which a public authority or utility company is responsible. "Utilities" for purposes thereof shall include, but not be limited to, water, sewer, gas, electric, cablevision, community antenna services and similar services provided to the parcels as shown on Exhibit A and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities; and

2. EASEMENTS AND RIGHTS OF WAY: All those easements and rights of way that appear on the Plat.

B. ACTION: No owner of any lot in the Subdivision or parcel as shown on Exhibit A shall have any claim or cause of action against Declarant, its successors, assigns, representatives or licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

C. TRANSFER: Declarant may at any time convey, transfer, grant, relinquish or assign the easements or rights provided in this paragraph or otherwise under this instrument to the Timberline Association.

6. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS PARCELS HAVING ONE OWNER:

(i) MULTIPLE LOTS: As Declarant does not intend to sell individual lots in the Subdivision but instead sell two (2) or more contiguous lots as parcels as shown on the Exhibit "A". The lots constituting the parcel as shown on Exhibit A for the site for such single dwelling house shall be treated and defined as a single lot for the purpose of applying these Restrictions to said lots.

(ii) REDIVIDED LOTS: Lots may not be redivided except to increase the size of adjoining lots. If redivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot with side-yard and other setback lines considered appropriately altered.

7. THE TIMBERLINE ASSOCIATION:

A. IN GENERAL: There has been created a not-for-profit corporation known as the "Timberline Association" which is sometimes herein referred to as the "Association". Every person who acquired title (legal or equitable) to any residential parcel as shown on Exhibit "A" or residential lot in the Subdivision shall be a member of the Association, except that only one (1) of any number of co-owners of a shall be a member, all other co-owners will be Associate Members. The foregoing provision requiring that owners of residential lots or parcels within the Subdivision be members of the Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, e.g., mortgagees and land contract vendors. However, if such person should realize upon such person's security and become the real owner of a residential lot or parcel within the

Subdivision, said person or entity will then be subject to all the requirements and limitations imposed in these Restrictions on owners of residential lots or parcels within the Subdivision and on members of the Association, including those provisions with respect to the payment of an annual charge.

B. PURPOSES OF THE TIMBERLINE ASSOCIATION: The general purposes of the Association are:

(i) To promote pleasure, social recreation and sports activities for its members, their families and guests and to develop and maintain a recreationally oriented environment in the Timberline Subdivision and the Subdivision;

(ii) To provide a means whereby other amenities and such other recreational facilities within the Timberline Subdivision as may be conveyed to the aired and replaced; and,

(iii) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the Timberline Lakes or other amenities, and such other recreational facilities within the Timberline Subdivision and the Subdivision as may be conveyed to the Association or established by it.

C. POWER OF ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS:

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy a uniform annual charge against the members of the Association. Such charge shall be at least One Hundred Dollars (\$100.00) per year. However, if the Board of Directors of the Association acting in accordance with By-Laws of said Association, shall after consideration of the financial requirements of the Association, so determine, the annual charge may be greater than One Hundred Dollars (\$100.00).

Only one adult person having a legal or equitable ownership in each parcel as shown on Exhibit "A" shall be a member of the Association, all other members of the household shall be Associate Members as defined by the Timberline Association, however, each household represented in such ownership, regardless of the number of persons included therein shall be required to pay only one (1) such annual charge for each parcel owned in the Subdivision. Charges are imposed irrespective of whether a residence has been constructed on the parcel. In the case of the

Subdivision, charges are applied per parcel and not per lot.

No charge shall ever be levied against the Association itself, or any corporation that may be created to acquire title to and operate services to the Subdivision.

The rights of members of the Association as such members shall be as set forth in the By-Laws of the Association.

(ii) Every such charge so made shall be paid by the member of the Association within thirty (30) days after billing each year, for the current year, commencing with the year 1992. The Board of Directors of the Association shall fix the amount of the annual charge per member by the first day of February of each year or as soon thereafter as is practicable, and written notice of the charge so fixed shall be sent to each member within thirty (30) days after being established.

(iii) If any charge levied or assessed against any parcel subject to these restrictions shall not be paid when due, it shall then ipso facto become a lien upon the parcel and lots included therein owned by the persons owing such charge or charges, and shall remain a lien against said parcel or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these restrictions shall bear interest at the judgment interest rate then established by the State of Illinois until paid in full. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Association, institute such procedures, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the parcel or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such parcel or lots, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said parcel or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a parcel in the Subdivision is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to these Restrictions.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified parcel or lots have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. PURPOSE OF THE ASSESSMENTS: The charge or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvements and maintenance of the properties owned or operated by the Association. The Association shall be responsible for the repairs and maintenance of the dams, impoundment areas, landscaping islands, common sand filter collector lines, and costs thereof, including the costs of street lighting.

E. SUSPENSION OF PRIVILEGES OF MEMBERSHIP: Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use the facilities of the Association of any member of associate member:

(i) For any period during which any Association charge owed by the member of associate member remains unpaid; and,

(ii) During the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association; and,

(iii) Because of any violation of the By-Laws or Regulations of the Association.

8. REMEDIES:

A. RIGHT TO PROCEED: The Association or any party to whose benefit these Restrictions inure, including the Declarant, its successors and assigns, and parcel and lot owners, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Restrictions in addition to and cumulatively with any other remedy provided for herein, as well as the right to recover damages for the breach of these Restrictions.

However, neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. FAILURE TO PROCEED: No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

9. EFFECT OF OWNER'S ACCEPTANCE OF DEED ETC.:

A. SUBJECT TO RESTRICTIONS: The Owner of any parcel as shown on Exhibit "A" or lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such parcel or lots, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarants and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarants, the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

10. TITLES ETC.: The title preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any work shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

11. DURATION: These Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of five (5) years unless at least two-thirds (2/3) of the then owners of the parcels sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. A then owner of the parcel shall mean not the owner of each lot but the owner of the parcel as shown on Exhibit "A". In the event, the parties hold

title to the parcel jointly, only one of them shall be deemed to be a owner of the parcel for the purposes of voting on revoking, altering or otherwise changing said restrictions and any part. By way of example this would mean that if husband and wife own Parcel as shown on Exhibit "A", they shall be deemed one owner of one lot for the purposes of any amendment revocation or altering of said restrictions. When there are multiple owners of a parcel as shown on Exhibit "A", a majority of the interests shall exercise the right of said parcel. If there are two (2) owners that have an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first date of the deed or instrument conveying such parcel shall exercise the right. At any time, at least (3/4) of the then owners of said parcels may sign and record an instrument revoking, altering or otherwise changing said covenants in whole or in part. Based on four (4) parcel owners as shown on Exhibit "A", three (3) parcel owners would thus be required to revoke, alter or otherwise change these Restrictions.

The consolidation or redividing of parcels even if consistent with these covenants, conditions, easements or restrictions, shall not affect the parcels entitled to vote.

12. SEVERABILITY: Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

