

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD IN  
THE RECORDERS OFFICE

04/11/2007 10:41AM

**AMENDED AND RESTATED  
COVENANTS AND RESTRICTIONS  
FOR "TIMBERWOLFE ESTATES" SUBDIVISION**

**DANIEL R. DONOHOO  
RECORDER**

REC FEE: 24.00  
RHSPS FEE: 10.00  
PAGES: 10

KNOW ALL MEN BY THESE PRESENTS,  
That Whereas Woodlands Properties, INC.  
an Illinois Corporation, is the Owner of the following  
described real estate, to wit:

That part of the Northwest Quarter of  
Section 27, Township 4 North, Range 8  
West of the Third Principal Meridian,  
Village of Glen Carbon, Madison County,  
Illinois, being 79.22 Acres as conveyed  
to Woodland Properties, Inc. being  
developed as "Timberwolfe Estates" and  
inclusive of all lots and phases herein.

34.0000 229

NOW THEREFORE, in consideration of the premises and of the benefits accrued  
and to accrue to the undersigned by reason of the Amended and Restated Covenants,  
Conditions, and Restrictions imposed upon said real estate as hereinafter set forth, and as  
part of a plan for the use, improvement, development, sale and purchase of said real estate,  
the undersigned do hereby stipulate, agree, and declare that they, their heirs, executors,  
administrators, successors, and assigns, do hereby subject and bind the aforesaid real  
estate to the following covenants, conditions, and restrictions, and do hold each and every  
Lot above described, proportion thereof, for use and sale, subject to the following  
Amended and Restated Covenants, conditions, and restrictions and do declare that no Lot  
or Lots above described, or portion thereof, shall be sold, used, or conveyed by them, their  
heirs, executors, administrators, successors, or assigns, except subject to the following  
covenants, conditions, and restrictions, whether expressly stated in the deed of conveyance  
or not, to wit:

**1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS.** These  
Amended and Restated Covenants and Restrictions are to run with the land and shall be  
binding on all parties, and all persons claiming under them, until April 1, 2025 at which  
time said Amended and Restated Covenants and Restrictions shall be automatically  
extended for successive periods of 10 years, unless by a vote of all of the Owners of at  
least 67 percent of the lots, it is agreed to change said Amended and Restated Covenants  
and Restrictions in whole or part. Each lot shall have one vote to be cast in the aggregate  
or in fractions as agreed by and between the owners of the Lot. If the parties hereto, or any  
of them, or their heirs, successors, personal representatives, or assigns shall violate or  
attempt to violate any of the Amended and Restated Covenants and Restrictions, herein, it  
shall be lawful, and power and authority is hereby given, to any other person or person  
owning any of the above described real property, or for the Homeowners Association,  
without further authority or direction, to enforce, or to prosecute any proceeding at law or  
in equity to enforce these Amended and Restated Covenants and Restrictions, or to  
prevent any violation thereof, or to recover damages resulting directly or consequentially

from such violation, together with expense, court costs, and attorney's fees incurred in such proceedings. Invalidation of any one of these Amended and Restated Covenants or Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

All dwellings completed prior to April 1, 2007 where the original construction does not comply with these covenants because of size of house, size of garage, pitch of roof, amount of brick on home, type of shingle, style of siding, distance from driveway to property line, lamp post lights, and installed fences, shall be deemed acceptable for the purpose of the covenants contained herein until said items are modified, changed, or replaced, at which time they must be brought into strict compliance with the covenants contained herein.

**2. HOMEOWNERS ASSOCIATION.** The name of the Homeowners Association is Timberwolfe Estates Homeowners Association, Inc. The Homeowners Association is an Illinois not-for-profit corporation. The Homeowners Association shall be governed by a Board of Directors, consisting of four (4) to nine (9) members elected each year at the annual meeting. Only Lot owners may serve on the Board of Directors. The Board of Directors shall serve without pay and, in carrying out their duties hereunder, shall not be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The President of the Homeowners Association shall appoint a replacement member for any member of the Board of Directors who fails to remain in office, until a successor is elected.

The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Amended and Restated Covenants and Restrictions and as provided by law: the title to all amenities, landscaping, Subdivision fences, entrance improvements, easements, common areas, detention basins, outlots (except for outlot A, Plat I, and outlot A, Plat III) and Subdivision appurtenances shall be conveyed by Woodland Properties, Inc. to the Homeowners Association at a time mutually agreeable by the parties, in a phased manner upon completion of each phase. The owners of each lot shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Amended and Restated Covenants and Restrictions. The owner of each Lot shall have one vote and shall collectively own one share in the Homeowners Association. The Homeowners Association has the right to assess dues, fines and other penalties for maintenance of and enforcement of the covenants of the Subdivision, which shall be the duty of the Association. In all votes of the Membership majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order are hereby adopted for conducting any and all meetings of the Homeowners Association, except as set out herein or in the bylaws adopted by the Homeowners Association. Notice of all Homeowners Association meetings shall be given to all Lot owners through US Mail at least 14 days in advance. The fiscal year of the Homeowners Association shall be April 1 through March 31.

**3. ASSESSMENTS.** Annual and special assessments may be established or levied against each Lot and its owners for maintenance of landscaping, fence, berms, drainage and improvements on common ground, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association established by these Amended and Restated Covenants and Restrictions. Annual assessments shall be a minimum of \$150 per Lot per year. Annual assessments in excess of the minimum shall be established by majority vote of the Lot

owners in attendance at a Homeowners Association meeting held during the first quarter of each year. All annual assessments are due by April 30 of each year. Special assessments shall be established as determined by the Homeowners Association. A schedule of fines and/or other penalties shall be established each year for late payments and violations of Covenants. Such fines and/or penalties shall be independent of and cumulative with all other powers, rights or responsibilities of the Association to enforce the Covenants and Restrictions.

Any unpaid assessments and fines and/or penalties against a Lot shall be the personal obligation of each owner of that lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois; if such notice is not so filed on or before March 31 of the following year, said right to a lien shall expire. Any purchaser, lender, or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association, of the amount or payment status of any such assessment or lien. The lien for dues and assessment created hereby shall be subordinate to the lien of any mortgage or trust deed recorded by the owner of the Lot or Lots, except for dues and assessments becoming due after such time as the lender or holder of said mortgage shall become the owner of said Lot or Lots.

Woodlands Properties, Inc. shall be entitled to cast one vote for each lot that it owns in the subdivision. Woodland Properties, Inc. will be assessed annually a maximum of \$50.00 per finished unsold lot it owns.

**4. ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee shall initially be comprised of the officers or the appointees of Woodland Properties, Inc. The officers of the developer will be members of the Architectural Control Committee for each lot in the subdivision until an initial occupancy permit has been issued on such lot; this is not subject to rescission or amendment unless agreed to by the developer (see Section 5). The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these *Amended and Restated* Covenants and Restrictions on each lot until an occupancy permit has been issued for that lot. Upon the issuance of the initial occupancy permit of a lot, the Board of Directors of the Homeowners Association shall become the Architectural Control Committee for that lot. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to, and during the construction of any structure, and in discharging their duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed trespassers thereby, and may enter into contracts, and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct.

**5. PLANS AND SPECIFICATIONS.** The following documents shall be submitted to the Architectural Control Committee for approval prior to the commencement on any Lot of any site preparation, construction, reconstruction, alteration, repair, replacement or demolition of new or existing structures, decks, fences, walls, other hardscape, or any other exterior project that normally requires a building permit, and if approved by the Architectural Control Committee also submitted to the Village of Glen Carbon for obtaining proper permits, to wit:

- a) Floor Plans;
- b) Front, sides and rear elevations;
- c) Exterior materials and color selections;
- d) Name of General Contractor or Construction Company
- e) Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the Lot;
- f) Landscaping plan; and
- g) Estimate for completion of project in a timely manner.

Any changes to these documents required by the Village of Glen Carbon shall be resubmitted to the Architectural Control Committee.

**6. LAND USE AND BUILDING TYPE.** No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, not to exceed two stories in height, excluding the basement, plus an attached garage. Upon the sale of any Lot after April 1, 2007, construction of a dwelling must be started within one year of the date of the sale.

**7. BUILDING LOCATION.** No building shall be located on any Lot nearer to any street line than the building line shown on said plat of the subdivision. No structure shall be located closer than ten (10) feet from any side lot line, or closer than thirty (30) feet from any rear lot line, except lots 47-49, 130 & 131, 142-149 and 151 & 152, 154 & 155, which must be fifty (50) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side lines restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Amended and Restated Covenants and Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot. Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision.

**8. DWELLING SIZE AND MISCELLANEOUS.** No one-story dwelling shall be permitted on any Lot which does not meet the minimum square footage requirements outlined below, excluding garages, any spaces below ground level, and open porches and balconies; no one-and-one-half story or two story dwelling shall be permitted on any Lot which does not meet the minimum square footage requirements outlined below (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

**Dwelling Size Requirements**

Lots	Ranch	2-Story	Minimum 1 <sup>st</sup> Floor Sq. Ft.
1-44 & 51-58	1,800	2,300	1,100
45-50	2,100	2,600	1,300
59-113	1,900	2,400	1,200
*114-122	2,000	2,500	1,200
128-155	2,100	2,600	1,300
156-171	2,000	2,500	1,200

\* The front of the dwelling erected on lot 112 and 113 shall face Wolfe Creek Court.

**9. GARAGE REQUIREMENTS.** Each lot with a dwelling shall have a garage fully capable of housing a minimum of three automobiles. All buildings, including garages, shall be attached to the dwelling structure. The Architectural Control Committee may at its designation exempt lots 1-58, 63-66, 84-86, 90, 104-105, 114-161, and 165-168 from the three-car garage requirement. Any lot exempted from the three-car garage requirement will be required to have a garage fully capable of housing a minimum of two automobiles. At least 60% or 101 lots will have a minimum of a three-car garage.

*Each lot 59-62, 67-83, 91-103, 106-113, 162-164, and 169-171*, with a dwelling shall have a garage fully capable of housing a minimum of three automobiles. All buildings, including garages, shall be attached to the dwelling structure.

*For lots 1-58, 63-66, 84-86, 90, 104-105, 114-161, and 165-168* a paved area shall be provided by the Owner of each Lot suitable for the parking of at least four (4) automobiles, which area shall include the interior space of the garage and a minimum of 400 square feet of additional space.

*For lots 59-62, 67-83, 91-103, 106-113, 162-164, and 169-171*, a paved area shall be provided by the Owner of each Lot suitable for the parking of at least (6) automobiles, which area shall include the interior of the garage and a minimum of 750 square feet of additional space.

The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete, brick or stone and subject to Glen Carbon requirements.

Driveways must be located a minimum of five feet from the nearest side lot line at the point of intersections with right-of-way in agreement with the Glen Carbon zoning ordinance.

**10. BRICK and EXTERIOR WALL REQUIREMENTS.** The home which may be erected on a Lot shall be constructed of good quality, new materials, suitable for use in the construction of residences and no old buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper, or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split foyer" design which otherwise meet these restrictions. *Brick, brick veneer, or stone is required on at least 50% of the entire exterior wall surface of the 1<sup>st</sup> floor* (excluding windows and doors). A ranch style home will need to have the entire front of the dwelling and one side covered with brick, brick veneer or stone (excluding doors and windows). On a one-and-one-half or two story home, the brick requirement can be met by combining on the front and or sides if desired, such as making the entire front brick. The balance of the exterior walls may be finished masonite type siding, premium grade vinyl siding gauge 0.42 to 0.44 or better, or a combination thereof approved by the Architectural Control Committee. No double 4 vinyl siding shall be installed after October 1, 2005. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, undereave, overhang and porch areas.

*Lots 162-171* shall meet the following brick requirements:

- 100% of front except for doors, windows and gables
- 100% of the garage side wall
- 50% of house side walls

**11. SHINGLE REQUIREMENTS.** All roofs shall be covered with *heavyweight architectural grade shingles or better*. Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle, or wood materials. Any

questions on Architectural Shingles meeting requirements will be addressed to the Architectural Control Committee. No 3 tab shingles are permitted. All roofs must have a minimum of a 6/12 pitch.

Lots 162-171 must have a minimum of a 8/12 roof pitch.

**12. SIDEWALK REQUIREMENTS.** The Owner of each Lot shall construct a sidewalk (or sidewalks) on such Lot, when and as required by the Village of Glen Carbon at such Lot Owner's expense. If any Lot Owner fails to complete said sidewalk (or sidewalks) and deliver a letter from the Village of Glen Carbon approving said sidewalk (or sidewalks) within 60 days of demand, then the Homeowners Association may complete said sidewalk (or sidewalks) and bill the cost thereof to said Lot Owners; if not paid within 30 days, a lien may be filed, which will then attach to said Lot in the same manner as Section 20 below.

The Village of Glen Carbon requires that all sidewalks be maintained in accordance with the Village of Glen Carbon's then current subdivision control ordinance by, and at the cost of, the homeowner. This obligation shall exist whether the sidewalk is constructed on private property, on the road right-of-way, or partially on each. In the event the homeowner fails to repair or maintain the sidewalks as herein provided, the Village may make said repairs and charge the cost thereof to the homeowner, and/or as alien upon the real estate where said repairs were made. The Village of Glen Carbon shall have the power and authority to maintain an action to foreclose upon said lien.

**13. MAILBOXES, FRONT YARD LIGHTS, AND ADDRESS BLOCKS REQUIREMENTS.** All Lot Owners will be required to install matching mailboxes, front yard lights and address blocks which will be furnished by the Developer on the initial installation. Any replacement mailboxes, lights, and address blocks must match those furnished by the Developer and will be purchased by the Lot Owner. If replacement mailboxes and lights are no longer available in the current style, the Homeowners Association Board of Directors will approve a new style that is as similar as possible to the previously approved style.

**14. SOD, GRASS AND LANDSCAPING REQUIREMENTS.** Prior to initial dwelling occupancy, the front yard area, including the boulevard and the side yard areas to the rear wall of the dwelling unit will be grass sod. The balance of the yard shall be seed and straw, or grass sod. If weather conditions prevent the laying of sod before initial occupancy, then within 90 days of initial occupancy the yard must be sodded as per above. Landscaping in the front yard shall be completed within 90 days (or as soon as weather permits) of completion of the dwelling house.

Lots 162-171 must have a \$3,500 landscape package NOT including the cost of sod and grass seed.

**15. CONSTRUCTION OF RESIDENCES, MAINTENANCE OF PROPERTY.** During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways, public and private sidewalks, and easements in the Subdivision, and any clean up of them (including mud) shall be the responsibility of the Owner of any Lot upon which such work is being performed. During construction, maintenance and refurbishment of any lot, the lot must be maintained in a neat and orderly condition. All trash, scraps and debris must be placed in a dumpster or suitable container. The burning of any construction material outside of any dwelling house shall be prohibited.

All sites shall have a finish grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any Lot or parcel of land in the Subdivision alter the topographic condition of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto adjoining property or public right of way. Grading shall be sloped and tapered at the side of rear Lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter down spouts run-off shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer. However, this paragraph is in no way intended to prevent a house or driveway from being built on any certain lot or lots.

**16. FENCE REQUIREMENTS.** No privacy fences or walls shall be allowed. No fences or fencing of any kind shall be allowed in front of the rear exterior wall of the premises of any lot; however, in cases where there exists two or more parallel rear facing exterior walls, no fences and fencing shall be allowed closer to the property line than the closest exterior wall. In addition, for all corner Lots, no fences or fencing of any kind shall be allowed nearer to any street than the side exterior wall of the premises facing that street. No fences or fencing over 5 feet in height shall be allowed on any Lot, nor shall any fence or fencing be located closer than one foot to any Lot line. All fences and fencing shall be vinyl, aluminum or professionally constructed wrought iron construction, subject to the conditions therein set out for materials. All fences must be WHITE or BLACK. No chain link, wire, or other metal fence or fencing shall be permitted. All proposed fences and fencing must be submitted to and approved by the Homeowners Association Board of Directors and permit issued by the Village of Glen Carbon prior to construction, and must be continually maintained to present an attractive appearance. Any fences or fencing improperly maintained or walls, fences or fencing improperly installed may, after 60 days notice, be removed by the Homeowners Association and the cost thereof billed to the Lot Owner. If such a bill remains unpaid over 30 days, a lien may be attached and filed against any such Lot in the same manner as in Section 20 below.

If Glen Carbon zoning ordinances on fencing around inground swimming pools is changed and these covenants as they currently exist will not meet the changed zoning requirement then the covenants will automatically be changed to adopt the minimum change required to bring them in compliance with the new zoning ordinance.

**17. SATELLITE DISH AND ANTENNA REQUIREMENTS.** Satellite dishes shall be permitted but must be 1 meter in diameter or smaller. Satellite dishes must be fully concealed so that they are not visible from any street. For all corner lots, the satellite dishes must be placed as far as possible from the streets. Satellite dish type, style and location must be approved by the Homeowners Association Board of Directors prior to installation. Lot owners shall provide proposed locations to the Board of Directors at least 21 days before installation. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is mounted or placed. No temporary or permanent antenna or antennae will be allowed to be mounted on the ground or upon any structure upon any Lot, and all such antennae will be located inside the house.

**18. OTHER REQUIREMENTS & RESTRICTIONS.**

a) Each property Owner shall be responsible for mowing, trimming, edging, and landscape maintenance of such Owner's Lot up to the property line of such Lot, and up to

the street curb or curbs, such that the Lot will always present a neat and attractive appearance.

b) Overnight parking will be restricted to the driveway only or within the garage. Inoperable vehicles or vehicles without valid license plates shall not be parked outside of the exterior walls of the main residential structure or garage; except upon prior written approval of the Homeowners Association Board of Directors.

c) Any and all mechanical work, or vehicle maintenance, (except for washing or waxing) will be performed in the garage of each residence. No Lot, street or driveway, outside the exterior wall of the main residential structure or garage shall be used for the purpose of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

d) No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot or street, other than service vehicles making deliveries and light pickup and panel trucks. No campers, trucks, mobile equipment, vans, boats, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any Lot or on any street in the Subdivision.

e) No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood, for the use in the residence on that Lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by the way of example and not by the way of limitation, no lawn buildings, garbage cans, or visible clotheslines shall be allowed.

f) No shed, trailer, or recreational vehicle, tent, shack, garage, barn, basement, or outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

g) No recreational apparatus will be permitted in any front yard, or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located any point toward the Lot line fronting any street, past a line drawn parallel with and intersecting that side of the dwelling structure. The Board of Directors shall have absolute discretion to its location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions. No above ground pools or spas will be permitted. Basketball goals will be allowed provided they are freestanding of the residential structure and the type, location and style of basketball goals is approved by the Board of Directors.

h) All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot owner, and shall be subject to the approval of the Board of Directors.

i) Garden plots shall be allowed in the rear yard of each Lot, not along any street, and at no other place, but shall be located at least 20 feet from any Lot line.

j) No noxious or offensive trade activity shall be carried upon any Lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

k) No retail business of any kind shall be permitted in the Subdivision, nor shall any other business except home offices not open to the public which are permitted under the ordinances of the Village of Glen Carbon.



19. **LIVESTOCK AND PETS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs or cats kept inside as house pets. No pets of any type will be permitted outside the dwelling in exterior kennels or houses. No pets of any type will be permitted for any commercial purpose.

20. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days or after 6pm the day before, when said sanitary containers may be placed near the platted streets for collection.

21. **SIGNS.** No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sales of Lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise sales of Lots and residences in the Subdivision. Political and referendum yard signs, of not more than two and one-half square feet in area and limited to no more than one sign per candidate or issue, are permitted 30 days prior to an election and must be removed the day after the election.

22. **WETLANDS.** Any Lot which contains wetlands and/or lineal wetlands shall not have modifications, alterations, or improvements of any kind to the wetlands and/or lineal wetlands without first contacting the United States Army Corp of Engineers.

23. **OIL AND MINING OPERATIONS.** No oil drilling, oil or gas development operation, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals, shall be permitted on any Lot, nor shall oil gas wells, tanks, tunnels, mineral excavation or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.

24. **EASEMENTS.** Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above mentioned recorded plat of the Subdivision. No building or any other structure of any kind shall be placed on, in, or over any such easement; any such building or structure shall be removed at the expense of the Lot owner.

25. **COMMON AREA MAINTENANCE.** Should the Homeowners Association fail to maintain the common areas, detention basins or any other Homeowner Association responsibility for a period of 30 days after receiving written notice from the Village of Glen Carbon, the Village of Glen Carbon shall have the right to maintain same and charge the cost for the same, as a lien, upon said lots and/or the Homeowners Association or both.

The Homeowners Association shall maintain ownership of the Lot 113 (25 Wolfe Creek); selling this property shall require approval by three-quarters (3/4) of all Lot owners. The Homeowners Association shall be responsible for maintenance and care. No recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices, shall be placed on this property. Use of this lot shall be for official activities sanctioned by the Homeowners Association.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

IN WITNESS WHEREOF the undersigned have set their hands this  
10<sup>th</sup> day of APRIL, A.D. 2007.

**TIMBERWOLFE HOMEOWNERS ASSOCIATION**

By: Fred Bathon  
President

Randall Hauch  
Secretary

Corporate Seal  
STATE OF ILLINIOS )  
) s.s.  
COUNTY OF MADISON )

The undersigned, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY THAT

**Fred Bathon**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that **Fred Bathon**, personally known to me to be the same person  
whose name is described to the foregoing instrument, appeared before me this day in  
person and acknowledged that he signed and delivered the said instrument as his free and  
voluntary act, for the uses and purposes therein set forth, AND THAT

**Randall Hauch**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that **Randall Hauch**, personally known to me to be the same person  
whose name is described to the foregoing instrument, appeared before me this day in  
person and acknowledged that he signed and delivered the said instrument as his free and  
voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 10<sup>th</sup> day of APRIL, A.D. 2007.



Cathy M. Edwards  
Notary Public

Return this document to: Timberwolfe Estates Homeowners Association, Inc.  
PO Box 18  
Glen Carbon, IL 62034

This instrument was prepared By: Timberwolfe Estates Homeowners Association, Inc.

**END OF DOCUMENT**