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2009R51366

11/05/2009 01:07PM

REC FEE: 22.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

TOTAL: \$46.00

PAGES: 11

CHRISTINE

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

COVENANTS AND RESTRICTIONS

FOR "TIMBERBROOKE ESTATES SUBDIVISION"

5th ADDITION

10

COVENANTS AND RESTRICTIONS

FOR "TIMBERBROOKE ESTATES SUBDIVISION"

KNOW ALL MEN BY THESE PRESENTS,

That Whereas, Timberbrooke Properties, Inc., an Illinois Corporation ("Developer"), is the Owner of the following described real estate, to wit:

DESCRIPTION OF "TIMBERBROOKE FIFTH ADDITION"

Lots Eighty Five (85) Through One Hundred Thirteen (113)

Part of East Half of the Northwest Quarter of Section 14, Township 13 North, Range 6 West of the Third Principal Meridian, County of Sangamon, State of Illinois and being more particularly described as follows:

Commencing at a stone at the northeast corner of said Northwest Quarter of Section 14; thence on an assumed bearing of South 00 degrees 25 minutes 59 seconds West, on the east line of said Northwest Quarter of Section 14, a distance of 1116.44 to the Point of Beginning.

From said Point of Beginning; thence continuing South 00 degrees 25 minutes 59 seconds West, on said east line of the Northwest Quarter of Section 14, a distance of 770.00 feet; thence North 89 degrees 43 minutes 26 seconds West, 363.05 feet; thence South 00 degrees 16 minutes 34 seconds West, 35.00 feet; thence North 89 degrees 43 minutes 26 seconds West, 150.07 feet; thence North 88 degrees 02 minutes 19 seconds West, 50.00 feet; thence 3.53 feet on a non-tangential curve to the left having a radius of 120.00 feet, the chord of said curve bears North 01 degree 07 minutes 08 seconds East, 3.53 feet; thence North 00 degrees 16 minutes 34 seconds East, 30.00 feet; thence North 89 degrees 43 minutes 26 seconds West, 540.00 feet; thence South 00 degrees 16 minutes 34 seconds West, 24.68 feet; thence North 89 degrees 43 minutes 26 seconds West, 191.55 feet to the west line of the East Half of the Northwest Quarter of Section 14; thence North 00 degrees 10 minutes 56 seconds East, on said west line of the East Half of the Northwest Quarter of Section 14, a distance of 400.00 feet to the southerly line of said Timberbrooke Estates Fourth Addition; thence on said southerly line and the easterly and southeasterly lines of Timberbrooke Estates Fourth Addition the following six (6) courses and distances; 1) South 89 degrees 43 minutes 26 seconds East, a distance of 192.21 feet; 2) North 01 degrees 16 minutes 34 seconds East, 195.82 feet; 3) North 01 degrees 54 minutes 46 seconds East, 50.02 feet; 4) South 89 degrees 43 minutes 26 seconds East, 207.57 feet; 5) North 68 degrees 18 minutes 07 seconds East, 390.94 feet; 6) North 90 degrees 00 minutes 00 seconds East, 533.63 feet to the Point of Beginning.

Said parcel contains 20.07 acres, more or less.

Subject to easements, conditions and restrictions of record.

Note: As additional phases of "Timberbrooke Estates Subdivision" are developed, those phases will be joined with "TIMBERBROOKE ESTATES SUBDIVISION 5th Addition" to

form one Homeowners Association.

NOW THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the 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 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 Covenants and Restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them, until March 1, 2025 at which time said 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 Covenants and Restrictions in whole or in part. These Covenants and Restrictions may be rescinded or amended by the undersigned, in whole or in part, until 15 lots in the subdivision are sold or five years after the first lot is sold, whichever comes first. 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. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time prior to March 1, 2025 or thereafter, by approving vote of all of the Owners of at least 67 percent of the Lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowner's Association herein below established, in the Recorder's office of Sangamon County, Illinois. The officers of the developer will be the Architectural Control Committee for each lot in the subdivision until an occupancy permit has been issued on such lot, this is not subject to rescission or amendment unless agreed to by the developer (see item #4). 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 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 Homeowner's Association, without further authority or direction, to enforce, or to prosecute any proceeding at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequentially from such violation, together with expenses, court costs, and attorney's fees incurred in such proceedings. Invalidation of any one of these 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.

2. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for 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.

3. **SIDEWALKS.** The Owner of each Lot shall construct a sidewalk (or sidewalks), on such Lot, when and as required by the City of Auburn, and shown on Plat of said subdivision at such Lot Owner's expense. If any Lot Owner fails to complete said sidewalk (or sidewalks), and deliver a letter from the City of Auburn approving said sidewalk (or sidewalks) within 60 days of demand, then the Homeowner's 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 Homeowner shall maintain all sidewalks at homeowners expense. 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 City may make said repairs and charge the cost thereof to the homeowner, and/or as a lien upon the real estate where said repairs were made. The City of Auburn shall have the power and authority to maintain an action to foreclose upon said lien.

4. **BUILDING LOCATION.** No building shall be located on any Lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than eight (8) feet from any side lot line, or closer than twenty (20) 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 line 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 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.

5. **PLANS AND SPECIFICATIONS.** An Architectural Control Committee is hereby established, which shall initially be comprised of the officers or the appointees of the undersigned Timberbrooke Properties, Inc. The following documents shall be submitted to the Architectural Control Committee for approval prior to the commencement of any site preparation or construction on any Lot and also to the City of Auburn 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;

The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these Covenants and Restrictions. 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. The officers of the developer or its appointees will serve as the Architectural Control Committee until the developer specifies, or the sale of a total of 5 lots, whichever comes first. Commencing no later than with the sale of a total of 5 lots in the Subdivision, the Homeowners Association herein below described shall elect three members of the Architectural Control Committee. This committee shall have discretion in the approval or disapproval of any lot that has had an occupancy permit issued on it. However, the officers of the developer shall have absolute discretion in the approval or disapproval of any structure in the Subdivision pursuant to these covenants and restrictions on each lot until an occupancy permit has been issued for that lot. At the first such meeting, two members of the Architectural Control Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms, to replace the member or members of the Architectural Control Committee whose term expires. The President of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office, until a successor is elected.

6. **DWELLING SIZE AND MISCELLANEOUS.** No one-story dwelling shall be permitted, on any Lot, which has less than 1550 square feet of livable floor space, excluding

garages, any space 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 has less than 1800 square feet of such floor with at least 900 square feet of such space on the first level, (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.

<u>Lots</u>	<u>Ranch</u>	<u>2 Story</u>	<u>Minimum 1st Floor Sq. Ft.</u>
85-113	1,550 Sq. Ft.	1,800 Sq. Ft.	900 Sq. Ft.

(For informational purposes only): Owners of Lots included within future phases of Timberbrooke Estates will be members of the Homeowners Association referred to in these Covenants and Restrictions. Dwelling Size requirements are anticipated to be no less than 1550 square feet for a ranch style dwelling, and 1,800 square feet for a 2-story dwelling. Developer reserves the right to amend said anticipated Dwelling Size Requirements or other provisions relating to each said future phase of Timberbrooke Estates at any time prior to the sale of 80 percent of the Lots in each such phase or until ten years have elapsed after the first Lot in each such phase is sold, whichever is earlier.

No recreational apparatus including swing sets, swimming pools, playground equipment or similar devices will be permitted in any front yard, nor on any side yard of a dwelling structure. With respect to corner lots, recreational apparatus along the side of the rear yard facing the street shall not be placed any nearer to said street than one foot (1") from the building side of the building line limit established by the subdivision plat. **No above ground pools will be permitted.** Basketball goals will be allowed provided they are freestanding of the residential structure. The type and style of basketball courts must be approved by the Architectural Control Committee/Homeowners Association prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, and to approve or disapprove any recreational construction or apparatus pursuant to these Covenants and Restrictions.

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

No Lot 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.

No shed, trailer, 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.

No trucks, trailers, or commercial vehicles will be allowed to stand upon any Lot, 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 in the Subdivision.

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage and one storage building maximum size ten (10) feet wide, by twelve (12) feet deep, by 9 feet tall, and all storage buildings must be approved by the architectural control committee. Nothing shall be stored in the open, outside said dwelling, garage, or storage garage, with the exception of neatly stacked firewood, for 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 way of example and not by way of no, garbage cans, or visible clotheslines shall be allowed.

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 approval of the Architectural Control Committee.

No retail business of any kind shall be permitted in the Subdivision, nor any other business except home offices not open to the public which are permitted under the ordinances of the City of Auburn.

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.

Each Lot Owner shall comply strictly with the setback and building lines shown on the aforesaid Plat of the Subdivision.

7. **ANTENNA AND SATELLITE DISH REQUIREMENTS** The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices shall not be allowed except or approved in writing in advance by the Architectural Control Committee. Except as provided by Telecommunications Act of 1996, as amended from time to time, or other similar federal law, no communications dishes or satellites, exterior television and/or radio antennas shall be permitted on any Lot, unless approved by the architectural control committee. All such communication dishes or satellite dishes, so approved, shall be located out of sight from the curb and the visual parameters of any public street.

8. **GARAGE REQUIREMENTS.** Each lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. Garages shall be attached to the dwelling structure.

No home shall have a garage capable of housing more than four (4) cars without approval by the Architectural Control Committee.

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. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Control Committee. The paving materials of all parking areas, driveways, and turnarounds shall be Portland cement concrete, brick or stone and subject to the City of Auburn's requirements.

Driveways must be located in agreement with the City of Auburn's then current ordinances.

Any and all mechanical work, or vehicle maintenance, (except for washing or waxing) will be performed in the garage of each residence.

9. **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, tarpaper, 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 25% of the front exterior wall surface** (excluding windows, doors, returns and gables). The balance of the exterior walls may be natural wood siding, finished hardboard type siding, aluminum siding, premium grade vinyl siding, cement board, or a combination thereof approved by the Architectural Control Committee. No concrete can be exposed more than twenty-four (24) inches above the ground, unless approved by the Architectural Control Committee. 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, under eave, overhang and porch areas.

10. **FENCE REQUIREMENTS.**

- A. Drainage Easements: A permanent, non-exclusive easement has been reserved for and granted to the City of Auburn's, Sangamon County, Illinois, in, upon, across, over, under, and through the areas shown and labeled "20' wide surface drainage & general purpose utility easement," and "30' wide surface drainage & general purpose utility easement," on the final plat of subdivision for which these covenants and restrictions are recorded for the purpose of installing, constructing, inspecting, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining, ditches, swales, catch basins, culverts, piping, and without limitation such other installations as may be required to provide for drainage of surface water from, to, or through the subdivision, and such other appurtenances and additions thereto as said City may deem necessary, together with the right of access across the lots and real estate in the subdivision for the necessary personnel and equipment to do any or all the above work. The right is also hereby granted to said City to cut down, trim, or remove any soil, silt, trees, shrubs, other plants or appurtenances or structures that interfere with the operation of or access to said drainage ways, in, on, upon, or across, under, or through said easement. **No permanent buildings, swimming pools, retaining walls, fences, surfaces, earth fill, or landscaping (excluding street trees) shall be placed on said easement that then or in the future interfere with the aforesaid uses and rights.** Maintenance of said easements shall remain the responsibility of the property owners. Property owners shall be responsible for the costs associated with removing unauthorized obstacles from the "Drainage Easement"

Any wall, fence or fencing constructed or erected within or upon any type of easement other than a drainage easement shall comply with the provisions of Section 10(C) below, and, in the event of the necessity of its removal or alteration for use of such easement, all costs associated therewith shall be borne by the Lot Owner.

- B. Utility Easements: A permanent, non-exclusive easement has been reserved for and granted to the City of Auburn, Sangamon County, Illinois, and to those public utility companies operating in the City of Auburn, in, upon, across, over, under, and through the areas shown and labeled "20' wide surface drainage, and general purpose utility easement," and "30' wide surface drainage, and general purpose utility easement," recorded for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining, sanitary sewers, storm sewers, water mains, electrical, gas, telephone, cable TV, or other utility lines or appurtenances, all manholes, hydrants, pipes, connections, catch basins, wire, conduit, and without limitation, such other installations as may be required to furnish public utility service to or through the subdivision, and such other appurtenances and additions thereto as said City and utilities may deem necessary, together with the right of access across the lots and real estate in the subdivision for the necessary personnel and equipment to do any or all the above work. The right is also hereby granted to said City and utilities to cut down, trim, or remove any trees, shrubs, or other plants that interfere with the operation of or access to said sewers or, without limitation, utility installations in, on, upon, or across under, or through, said easement. **No permanent buildings, swimming pools, retaining walls, fences, surfaces, earth fill, or landscaping shall be placed on said easement that then or in the future interfere with the aforesaid uses and rights.** Where an easement" is used for water, storm,

or sanitary sewers, other utility installations shall be subject to the prior approval of the said City so as not to interfere with or cause damage to these systems. Property owners shall be responsible for the costs associated with removing unauthorized obstacles from the easements.

- C. Other Fence Construction: No wall, fence, or fencing of any kind shall be allowed in the front yard of any Lot or on the side yard up to the rear of the dwelling structure. With respect to corner lots, no wall, fence or fencing shall be allowed to be placed any nearer to said street than one (1) foot from the building side of the building line limit established by the subdivision plat. **No wall, fence or fencing over 5 feet in height shall be allowed on any Lot** (without permission of the Architectural Control Committee), nor shall any wall, fence or fencing be located closer than one foot to any other Lot line. All walls, fences and fencing shall be wood, vinyl coated, or professionally constructed **Black** wrought iron construction and **shall be white in color** and be compatible with the natural surroundings, subject to the conditions herein set out for materials. **No chain link, wire, or other metal wall, fence or fencing shall be permitted.** All walls, fences, and fencing must be submitted to, and approved by the Architectural Control Committee prior to construction, and must be continually maintained to present an attractive appearance, or, after 60 day notice, such walls, fences and fencing may 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.

Any failure by the Homeowners Association or the Architectural Control Committee thereof to enforce the provisions of the foregoing Sections 10(A) 10(B) or 10 (C) shall not constitute or be construed as a waiver thereof nor the acceptance of any violation. Neither shall such failure to enforce constitute or be construed as a waiver of any subsequent violation or vary the terms of these provisions.

If The City of Auburn's zoning ordinances on fencing around in ground 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.

11. **SHINGLE REQUIREMENTS.** All roofs shall be covered with **HEAVYWEIGHT (LAMINATED) 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.**

12. **MAIL BOX AND YARD LIGHT.** All Lot Owners will be required to install **MATCHING MAILBOXES and FRONT YARD LIGHT,** which will be furnished by the Developer on the initial installation. Any additional mailboxes and lights must match and will be purchased by the Lot Owner.

13. **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, or maintained for any commercial purpose.

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 **landscaped with grass sod**. The balance of the yard shall be seed and straw, or grass sod. If weather conditions prevent the laying of sod, then within 90 days of initial occupancy, the yard must be sodded as per above.

Each property Owner shall be responsible for mowing 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. Landscaping shall be completed within 90 days (or as soon as weather permits) of substantial completion of the dwelling house.

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 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 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 conditions 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. Neither shall the owner or occupant of any Lot or parcel of land in the Subdivision alter the topography, grade, or elevation of a Lot or parcel of land so as to trap or dam flowing water or alter any area of natural drainage so as to prevent the flow of water across the lot or parcel of land so owned or occupied. Grading shall be sloped and tapered at the side or rear Lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. However, this paragraph is in no way intended to prevent a house or driveway from being built on any certain lot or lots.

All dwelling units must be completed within twelve (12) months from the beginning of construction. The beginning of construction shall be considered when the foundation or footings are dug. Construction shall be considered completed when the Occupancy Permit from the City of Auburn is issued.

16. **OIL AND MINING OPERATIONS.** No oil drilling, oil or gas development operations, 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 excavations 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.

17. **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, when said sanitary containers may be placed near the platted streets for collection.

18. **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.

19. **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, fence, landscape, 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.

20. **ASSESSMENTS.** Annual and special assessments may be established or levied against each Lot and its owners for maintenance of subdivision common areas and common areas used as green space, detention basin, including offsite detention basins, street, boulevards and entrance landscaping, Subdivision fence, berms, drainage and entrance improvements, any amenities in the Subdivision for the use of the Lot owners, and for any other duties, powers, and responsibilities of the Homeowners Association and Architectural Control Committee established by these Covenants and Restrictions, or established by the Homeowners Association.

Annual assessments shall be established by majority vote of the Lot owners in attendance at the annual meeting, each Lot having one vote to be cast in the aggregate or in the fractions as agreed by and between the owners after January 1 of each calendar year. Special assessments shall be established as determined by the Homeowners Association. Any unpaid assessments 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 Sangamon County, Illinois; if such notice is not so filed on or before March 1 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 assessments 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. The owners of each Lot shall collectively own one share in the Homeowners Association.

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


21. **HOMEOWNERS ASSOCIATION.** By January 1, 2012, a Homeowners Association will be formed. The initial directors and officers of the Homeowners Association will be the officers of Timberbrooke Estates Inc. The homeowners association shall be a not-for-profit corporation. The planned name of the Homeowners Association is Timberbrooke Estates Homeowners Association, (Homeowners Association). The Homeowners Association shall be vested with all powers, duties, and responsibilities of the Homeowners Association set out in the Covenants and Restrictions and as provided by law: the title to all amenities, landscaping, Subdivision fences, entrance improvements, boulevards, easements, common areas and common areas used as green space, detention basins, and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association, no later than January 1, 2015. The owners of each Lot shall from time to time adopt bylaws for its constitution, operation and deliberations, in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the Subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. 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.

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 City of Auburn in writing, the City of Auburn shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowners Association or both.

The initial homeowners association dues will be \$100.00 per lot per year. The initial charge will be collected at closing for the first year and for subsequent years all annual charges are due by April 30 or each year. Timberbrooke Estates, Inc. may be assessed annually no more that \$50.00 per finished unsold lot it owns.

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

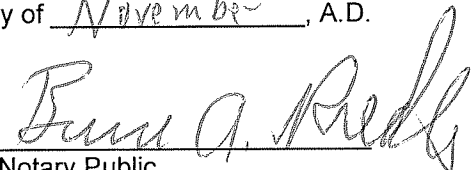
IN WITNESS WHEREOF the undersigned has set its hand and seal this 5th day of November, A.D. 2009.

TIMBERBROOKE ESTATES, INC.
By: 
Robert L. Plummer,
President/Secretary

**STATE OF ILLINOIS
COUNTY OF MADISON**

The undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **ROBERT L. PLUMMER**, personally known to me to be the President/Secretary of the Corporation which signed the foregoing document, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President/Secretary he signed and delivered the said instrument as President/Secretary of said Corporation, and cause the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

Given under my hand and Notarial seal this 5th day of November, A.D. 2009.


Notary Public

Prepared by and Mail to:
Ronald D. Lowery
Attorney at Law
514 E. Vandalia
Edwardsville, IL 62025
618-656-5701 Ext. 127

