

TIMBERLINE VALLEY SUBDIVISION NO. 4

CHAMPAIGN COUNTY, ILLINOIS

PROTECTIVE COVENANTS

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

OWNER S' CERTIFICATE

The undersigned, JOHN KENNY HOMES, INC., being the legal owner of the following described real estate situated in the County of Champaign, State of Illinois.

LEGAL DESCRIPTION

PART OF THE SE ¼ OF SECTION 4, T. 19N., R. 8 E. OF THE 3RD P.M. LYING SOUTH AND EAST OF THE F.A.I. ROUTE 57, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE ¼ OF SECTION 4, T. 19 N., R. 8 E. OF THE 3RD P.M.; THENCE N. 01°32'22" W., ALONG THE EAST LINE OF THE SE ¼ OF SAID SECTION 4, AND THE EAST LINE OF TIMBERLINE VALLEY SUBDIVISION NO. 1, RECORDED AS DOCUMENT NO. 90R18428 IN BOOK BB OF PLATS AT PAGE 81 IN THE OFFICE OF THE RECORDER, CHAMPAIGN COUNTY, ILLINOIS, AND THE EAST LINE OF TIMBERLINE VALLEY SUBDIVISION NO. 3, RECORDED AS DOCUMENT NO. 93R17489 IN BOOK BB OF PLATS AT PAGE 245 IN THE OFFICE OF THE RECORDER, CHAMPAIGN COUNTY, ILLINOIS, 1,456.23 FEET TO THE NORTHEAST CORNER OF SAID TIMBERLINE VALLEY SUBDIVISION NO. 3, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING; THENCE S. 88°27'38" W., ALONG THE NORTH LINE OF SAID TIMBERLINE VALLEY SUBDIVISION NO. 3, 651.02 FEET; THENCE N. 50°29'50" W., ALONG THE NORTH LINE OF SAID TIMBERLINE VALLEY SUBDIVISION NO. 3, 106.68 FEET TO THE NORTHEAST CORNER OF LOT 223 OF TIMBERLINE VALLEY SUBDIVISION NO. 2, RECORDED AS DOCUMENT NO. 92R19092 IN BOOK BB OF PLATS AT PAGE 177 IN THE OFFICE OF THE RECORDER, CHAMPAIGN COUNTY, ILLINOIS; THENCE N. 49°32'22" W., ALONG THE NORTH LINE OF SAID TIMBERLINE VALLEY SUBDIVISION NO. 2, 85.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF BONNIE BLAIR DRIVE; THENCE N. 40°27'38" E., ALONG SAID EAST RIGHT-OF-WAY LINE, 48.30 FEET; THENCE N. 49°32'22" W., ALONG THE NORTH LINE OF SAID TIMBERLINE

VALLEY SUBDIVISION NO. 2; THENCE N. 40°28'53" E., ALONG THE EAST RIGHT-OF-WAY LINE OF F.A.I. ROUTE 57, 485.79 FEET; THENCE N. 44°18'38" E., ALONG SAID EAST RIGHT-OF-WAY LINE, 300.32 FEET; THENCE N. 42°39'13" E., ALONG SAID EAST RIGHT-OF-WAY LINE 426.75 FEET; THENCE N. 89°46'39" E. 81.88 FEET TO THE EAST LINE OF THE SE ¼ OF SAID SECTION 4; THENCE S. 01°32'22" E., ALONG SAID EAST LINE, 1,178.98 FEET TO THE POINT OF BEGINNING, CONTAINING 15.723 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS AND WITHIN 1-1/2 MILES OF THE CITY OF CHAMPAIGN.

And having caused the same to be surveyed by Thomas B. Jordan, Illinois Registered Land Surveyor No. 2014, and having subdivided said real estate into lots, numbered 401 through 442, inclusive, streets, and utility easements as indicated on the annexed plat bearing the certificate of the said Thomas B. Jordan under date of 6th day of December, 1994, said subdivision to be known as TIMBERLINE VALLEY SUBDIVISION NO. 4, City of Champaign, Champaign County, Illinois,

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the lands described in the aforesaid Surveyor s' Certificate shall, by adopting the above description of said platted land, be taken and understood as if incorporating in all such conveyances, without repeating the same, the following protective covenants as applicable:

The following covenants shall apply in their entirety, unless otherwise stated, to all Lots in TIMBERLINE VALLEY SUBDIVISION NO. 4.

1. **Usage and Floor Area:** No lot shall be used except for single family housing and related purposes permitted in the applicable portions of the zoning ordinance of the County of Champaign and City of Champaign as amended, as the same may be in force from time to time. The total floor area of each dwelling, exclusive of porch, patio, balcony, basement and garage area shall be 1200 square feet or more. No garage shall be occupied as a residence, either temporarily or permanently.

2. **Dwelling Quality:** It is the intent and purpose of this covenant that all dwellings shall be of good quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. All construction shall be in conformity with the BOCA Basic/National Fire Prevention Code, the NFPA Life Safety Code No. 101 and the Illinois Rules and Regulations on Volatile Liquids, as amended by the City of Champaign Municipal Code 1985, as amended.

The front yard of any improved lot shall be sodded.

3. **Building Location:** No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinance of the County of Champaign or City of Champaign, as the case may be. If a more Restricted setback line is set forth on the recorded plat, such setback line shall control.

4. **Architectural Control:**

a. **Committee Membership:** The Architectural Control Committee is composed of John Kenny, Gene Lenzi and a third member to be designated by the remaining lot owners in TIMBERLINE VALLEY SUBDIVISION NO. 4 as soon as there are more than ten (10) such owners. A majority of the committee may designate a representative to make its report. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots in TIMBERLINE VALLEY SUBDIVISION NO. 4 shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. **Powers:** It is the purpose of Architectural Control to promote the residential development of TIMBERLINE VALLEY SUBDIVISION NO. 4 and to enhance property values; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Committee shall have the power to reduce minimum dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the Architectural Committee.

(1) **Building plats, etc.:** No building, dwelling, fence, or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Committee. TV Satellite discs shall not be installed unless the lot owner has first secured the written approval of the Architectural Committee.

(2) **Approval by Architectural Committee:** The Architectural Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced

prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

(3) **Right of Inspection:** During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee, or any agent of such Committee, shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said Subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

(4) **Waiver of Liability:** The approval by the Architectural Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications, or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.

(5) **Constructive Evidence of Action by Architectural Committee:** Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such Subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

5. **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals or pets shall be housed, kept, or leashed outside the building or any lot, except within a fenced enclosure.

6. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

7. **Signs:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. **Oil and Mining Operations:** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

9. **Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets of not more than two in number may be kept; provided that they are not kept, bred or maintained for any commercial purposes.

10. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

11. **Easements:** Permanent easements are hereby granted and reserved to the public for public utility purposes as shown on the recorded plat for the installation and maintenance of telephone, water, cable television, power, gas, sanitary, and storm sewer lines, and any other utilities and services which may be needed for the purpose of servicing the lots and shall include the right of reasonable ingress and egress for maintenance of said lines. A ten foot permanent easement for water, gas and electric utility is reserved from each building structure to the lot line, same being located five feet on center line of the initial installation of said lines by utility to the building structure.

There is also an easement reserved for public sidewalk as shown on the plat of TIMBERLINE SUBDIVISION NO. 4. Said easement being ten (10) feet in width and located between Lots 405 and 406; and a 10 foot easement on the rear property line of Lot 406.

12. **Fences:** No fences having an overall height of more than three (3) feet shall be constructed or allowed to remain on any lot between the street line and the building set back line, and no shrubbery or hedge located between the street line and the building setback line shall be permitted to grow over three (3) feet in height. No fences shall be constructed on any lot except to replace or maintain fences of the same type, height, materials, and structural components as constructed with the initial building construction and improvements by John Kenny Homes, Inc., unless approved by the Architectural Committee.

13. **Parking:** The owner of each lot shall provide enclosed off-street parking for each motor vehicle owned by such lot owner. No recreation vehicles may be stored upon a lot unless in an enclosed garage. Street parking shall be permitted only for temporary visitors.

14. **Maintenance of Improvements:** It shall be the responsibility of each lot owner to maintain in good condition the improvements upon his lot and to keep the same in a clean and neat condition.

15. **Commons Area:** It is specifically understood and agreed that Lots 98, 99 and 100 in Timberline Valley Subdivision No. 1 are designated as Commons Area and the same shall be available for usage by all Timberline Valley lot owners and their respective guests. Said area shall be maintained by the TIMBERLINE VALLEY SUBDIVISION HOMEOWNER S'ASSOCIATION and its successors in interests and assigns, provided for herein, and each lot of the Subdivision shall be subject to assessment in accordance with the commons area percentages set forth in Paragraph 18 below for their contribution to such maintenance. Easements for the usage of the Commons Area are granted to all lot owners, and drainage easements and utility easements are granted to the public for drainage and public utility commensurate with the limits of such Lots 98, 99 and 100 as shown on the recorded plat of Timberline Valley No. 1.

16. **Post Lanterns:** Concurrently with the occupancy of a residence upon each lot, the owner thereof shall provide a post lantern in the front yard located not more than ten (10) feet from the sidewalk and ten (10) feet from the nearest driveway boundary. Such post lantern shall be equipped with a photoelectric cell causing the post lantern to be illuminated automatically at dusk throughout the year.

17. **Homeowner s'Association:** It is understood that a TIMBERLINE VALLEY HOMEOWNER S'ASSOCIATION shall be organized concurrently herewith and the owners of each lot shall automatically be members in such Homeowner s' Association and shall be subject to the adopted rules and regulations of such Association and shall be subject to assessment in accordance therewith. The Commons Area shall contain a storm detention basin and other amenities for the benefit of all lot owners. Accordingly, the maintenance of such Commons Area shall be the responsibility of the Homeowner s'Association, which Association shall have the authority to levy assessments upon such lot owners in accordance with the following percentages of such assessment:

GROUP 1: Lots 101 through 118 (except Lot 110) inclusive, and Lots 132 through 140 inclusive, and Lots 147 through 152 inclusive, all in Timberline Valley Subdivision No. 1 and Lots 201, 202 and 204 in Timberline Valley Subdivision No. 2 with each lot bearing an assessment percentage of 1.10%.

GROUP 2: Lot 110, 119 through 131, inclusive, 141 through 146, inclusive, 153 through 163, inclusive, all in Timberline Valley Subdivision No. 1 and Lot 203 and 205 through 234 inclusive, all in Timberline Valley Subdivision No. 2; also all lots in Timberline Valley Subdivision No. 4. Each lot in Group 2 shall bear an assessment percentage of .55%.

Each lot in Group 1 shall be entitled to two (2) votes and each lot in Group 2 shall be entitled to one (1) vote at any meeting of the members of such Association.

18. **Annexation:** Concurrently with the closing of a sale by John Kenny Homes, Inc. to a third party such third party shall execute a written agreement in a form approved by the City Attorney for the City of Champaign, Illinois, providing for the annexation of such lot to the City of Champaign, Illinois upon the same becoming contiguous to boundaries of the City of Champaign, Illinois. The lot purchaser agrees to reimburse John Kenny Homes, Inc. for the cost of fire protection paid by it to the City of Champaign, Illinois from the time of lot purchase until actual annexation takes place. This covenant is enforceable by the City of Champaign.

19. **Term:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part; provided that any changes to covenants 11, 19, and 25 must be approved in writing by the City of Champaign.

20. **Enforcement:** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. **Dedication:** John Kenny Homes, Inc., hereby grants and dedicates for the use of the public as streets, drives and sidewalks all of the streets, drives and sidewalks shown on said plat.

22. **Release of Covenants:** The majority of the Owners of legal title of record of the lots in TIMBERLINE VALLEY NOS. 1, 2, 3, and 4 and the future development lots to be added thereto shall have the authority at any time to release all or from time to time any part of the Protective Covenants, reservations, liens or charges herein set forth applicable to such lots and upon recording of such waiver or release in the Recorder s' Office of Champaign County, Illinois, such covenant, condition, lien or charge shall no longer be required under the provisions herein set forth. There shall be no vote allocated to Lots 98, 99 and 100. Prior to the amendment of any covenant dealing with the maintenance of any common sanitary sewer written approval of such amendment must first be obtained from the City of Champaign and the Urbana-Champaign Sanitary District. Any change in Section 11, 18, and 21 of these covenants must be approved in writing by the City of Champaign, Illinois.

23. **Invalidity:** If it shall be at any time held that any one of the foregoing restrictions, conditions, covenants, reservations or any part thereof is invalid or for any reason becomes unenforceable no other restrictions, conditions, covenants, reservations, liens or charges or any part thereof shall be thereby affected or impaired.

IN WITNESS WHEREOF, this Owner s Certificate has been executed by JOHN KENNY HOMES, INC., by its President and attested by its Secretary, and its Corporate seal affixed to this 2 day of December, 1994.

JOHN KENNY HOMES, INC.

BY: _____
John Kenny, President

ATTEST:

Gene Lenzi, Secretary

AMENDMENT TO
TIMBERLINE VALLEY SUBDIVISION NO. 1
CHAMPAIGN COUNTY, ILLINOIS
PROTECTIVE COVENANTS

NOTICE IS HEREBY GIVEN that effective October 1, 2000 the following Amendment is made to Timberline Valley Subdivision No. 1 Protective Covenants, Document No. 90R18428, Article 18 Homeowner s' Association:

Lot 150 of Timberline Valley Subdivision is designated a Group 2 (non-lake) lot and having an assessment percentage of 1.04%. Lot 150 shall be entitled to one (1) vote at any meeting of the members of such Association.

Lot 150 of Timberline Valley Subdivision Phase No. 1, City of Champaign, as per plat Recorded in Book BB of plats at page 81, Situated in Champaign County, Illinois.

Commonly described as 3202 Timberline Drive Champaign, Illinois 61822.

DATED this 8th day of June, 2000.

TIMBERLINE VALLEY HOMEOWNER S' ASSOCIATION