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REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

TOTAL: \$49.00

PAGES: 14

DELLA

JOSHUA A. LANGFELDER  
SANGAMON COUNTY RECORDER

# Amended Restrictive Covenants

Return to: GREG CROWDER  
3310 GRACIE IND. DR.  
SPFLD. IL. 62707

Prepared by: GREG CROWDER

## AMENDED RESTRICTIVE COVENANTS

### TIMBERLINE ESTATES DEVELOPMENT

**WHEREAS:** The following restrictive covenants, hereinafter referred to as the "Covenants," shall be considered as Amended Covenants, which shall replace and supercede in their entirety the Restrictive Covenants for the Timberline Estates Development which were recorded on June 28, 2000 in the Office of the Sangamon County Recorder as 2000R24609 et. seq. These Amended Covenants shall be in full force and effect upon the acceptance and agreement of the same by all owners of record of lots one through ten of the Timberline Estate Development and upon concurrence by any municipal or county governmental entity if such concurrence is necessary under state statutes or local ordinance. Said Acceptances and Agreements signed by all owners of record of lots one through ten are attached hereto and incorporated herein.

1. The purpose of these restrictions is to ensure the use of the above described property, sometimes referred to herein as "such lot," for attractive, single family residential purposes only.
2. Only one detached single family dwelling and attached private garage (not to exceed three car capacity) shall be erected on such lot. No use shall be made of such lot except such as is incidental to the occupation thereof for residence purposes by one private family residing in a detached, single family dwelling. No building shall be erected, altered, placed or permitted to remain on such lot exceeding two and one-half stories in height.
3. The minimum floor area of any dwelling constructed on such lot, exclusive of basement, garages, and open porches and decks, shall be as follows:
  - a. one story dwelling, at least 2,100 square feet total;
  - b. story and a half dwelling, at least 2,500 square feet on the ground floor;
  - c. two story dwelling, at least 3,000 square feet total;
  - d. all homes must be bricked on the front side of dwelling.
4. No building inclusive of eaves and steps shall be located on such lot nearer to the front lot line or side line than the minimum building line, as shown on the recorded plat of said subdivision, and nearer than 20 feet to any interior lot line.

Interior lot lines as used herein means the lot lines having no street frontage shown on the recorded plat of said subdivision.

Where a side yard is used for driveway purposes, that side yard adjacent to the dwelling shall not be less than 12 feet in width. Driveways shall be concrete or asphalt.

5. No spirituous, vinous, or malt liquor shall be sold or kept for sale on such lot. No lot shall be used for any commercial purpose.

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

business or industry, except as required by the developer for the completion of the improvements to the subdivision.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on such lot with the exceptions being dogs, cats, or other usual and common household pets, provided they are not kept, bred or maintained for any commercial purposes.
7. No noxious or offensive activity shall be carried on or upon such lot, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof; or annoy any occupant of the neighboring property. Such lot, nor any part thereof, shall be used either temporarily or permanently to sell, store, or accumulate used car parts therefrom or junk of any kind or character, whatever. Rubbish, trash, garbage, or other waste shall not be kept on any lot except temporarily and all such rubbish, trash, garbage or other waste shall be kept in sanitary containers. All containers or other equipment for the storage of waste material shall be kept in a clean and sanitary condition and so as not to be visible to the public, except when temporarily placed there on trash collection days. No rubbish, trash, waste, garbage or junk shall be burned in the subdivision, either in an open fire or in an incinerator.
8. No sign of any kind shall be maintained or displayed on such lot, except one sign of not more than one square foot in area identifying the occupants of the dwelling, one sign of not more than five square feet in area advertising the property for sale or rent, and similar signs used by contractors doing the construction of any improvements thereon.
9. No building, wall, retaining wall, drive, walk or other structure or excavation shall be commenced, installed, or maintained, nor shall any addition to, or any change or alteration to any structure be made except interior alterations until plans and specifications, acceptable to the developer, showing the nature, kind, shape, height, and material, color, scheme, location and approximate cost of such improvements, and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the developer or its authorized agent, and a copy of said plan and specifications, as finally approved, and logged permanently with the developer.
10. One exterior building is allowable, not to exceed 10' x 16' in size to be used for storage purposes, not a garage.
11. Any pool must be in-ground and be enclosed by a secured fence.
12. All areas of such lot not occupied by a building, a driveway not more than 24' in width and sidewalks, and that part of the public right of way lying between the paved part of the street and the sidewalk shall be sodded or seeded by Grantee, and landscaped and maintained as a lawn.
13. No fences shall be located closer than the building set back line to any street, or the rear corner of the residence, whichever is further from the street.

14. Neither Grantee or any person or persons claiming under him shall or will at any time raise the grade of any lot or lots herein conveyed above the grade established or to be established by Grantor.
15. No commercial vehicle, boat, motor home, trailer, or camper shall be stored on such lot, except inside a garage.
16. All construction must be diligently pursued to completion within a reasonable period. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
17. No outside television or radio aerial or antenna or satellite dish in excess of 20 inches or other aerials or antenna, for reception or transmission or solar panels, shall be maintained on the exterior of any lot, living unit or the common area without the prior written consent of the developer.
18. The developer shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable in his opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements to be built or constructed, to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook of the adjacent or neighboring properties.

The purpose of this paragraph is to develop the subdivision into a beautiful, harmonious, private, residential section. If disagreement as to any of the points set forth in this paragraph should arise, the decision of the developer shall control.

19. The shoreline of the lake must be left undisturbed at all times. At no time does anyone have the right to enter the lake for swimming, boating or any other recreational activity. Access to the lake for fishing is the sole right of the property owner who has lake frontage.
20. An easement over a portion of such lot designated as easement shown in the recorded plat of said subdivision is hereby reserved for drainage and the use of public utility companies and others to install, construct, renew, operate and maintain pipes, conduits, cables, poles and wires for the purpose of providing any property in said subdivision with gas, electric, telephone, water, sewer or other utility services.

Overhead cables, poles and wires for public utilities shall not be permitted. All electric, telephone service and other lines therefrom for any improvements in said subdivision shall be installed and maintained underground. Drainage and such portions so designated as easements shall not be blocked or impaired and any owner of any lot or part thereof in said subdivision shall have the privilege of removing any obstruction blocking or impairing such drainage.

21. Invalidation of any of these covenants by judgment or court order shall in no way affect the

other provisions which shall remain in full force and effect.

22. No vehicle shall be parked except on the driveway and/or public street. No vehicle shall be parked on a driveway or public street for a period in excess of 48 hours.
23. No household gas storage tanks shall be located above ground - - the sole exception being propane tank for use in main residence.
24. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, shed, or other outbuilding shall be permitted on the said lot at any time.
25. Mailboxes must be appropriate for the area and be maintained in a manner to make the development attractive.
26. All plans for the location of private swimming pools shall be submitted to the developer. The developer's decision as to location shall be controlling notwithstanding any restrictions to the contrary.
27. No exterior lights with power in excess of 100 watts shall be maintained on any building or free-standing pole in the subdivision.
28. A subdivision fee of \$ 200 will be payable to the Timberline Estates Home Owners Association January 1<sup>st</sup> of each year, beginning January 1, 2010 by the record owner of each lot, with the exception of lot #10 described herein below as the "Common Area" owned by the Association. This fee is to be used for maintenance of the "Common Area" and beautification and improvements to keep the subdivision attractive.
29. In the event that legal action is taken to enforce any of these covenants, the costs and legal expenses of such enforcement proceeding shall be paid by the lot owner and in the event they are not paid shall become a lien with the same attributes of a mechanic's lien on the lot in question.
30. There shall be a Timberline Estates Home Owners Association, hereinafter referred to as the "Association" which shall be incorporated as a not for profit corporation. Membership in the Association shall be restricted to owners of record of lots in the subdivision. Said Association shall adopt Bylaws to govern the affairs of the Association and shall be authorized to enforce the provision of these Covenants including, but not limited to the provision requiring a subdivision fee.

Said Association, may also assess membership dues as determined by the Association consistent with the Bylaws of said Association.

31. There shall be a "Common Area" of the subdivision. Said "Common Area" is hereby declared to consist of an undeveloped area at the entrance to the subdivision designated on the "Final Plat of Timberline Estates" as lot 10, "Park" .30 ac. plus or minus, accompanying the Surveyor's Certificate, dated June 28, 2000 and recorded in the Office of Recorder of Deeds,

Sangamon County as record number 2000R24610 et. seq. The “Common Area” shall be owned by the Association and not by any private individual and shall be used for the benefit and good of the residents of the subdivision and the Association.

32. The Village of Sherman shall be a third party beneficiary to the drainage provisions of these covenants and shall have a right to require the Homeowners Association to enforce these covenants or the right to enforce the covenants itself against either the Association or an individual property owner within the subdivision with respect to maintenance of drainage swales, detention areas and other drainage improvements located with the subdivision. The Village shall have the right to require the Association or any individual property owner to restore any alternations in any drainage swales, detention area or other drainage improvement and to require the removal of any obstruction to any drainage swale, detention area or other drainage improvement.
33. These Restrictive Covenants may be amended by the execution of an “Acceptance and Agreement” similar to that which is attached hereto, that evidences acceptance and agreement of the specified amendments by 100% of the lot owners. Mortgage interests are not to be included as owners for the amendment process. When there are more than two fee owners of record of a lot, a majority of them may sign an amendatory document for the lot indicating acceptance and agreement. Concurrence by any municipal or county governmental entity will be required if such concurrence is necessary under state statutes or local ordinance.

**ACCEPTANCE AND AGREEMENT**  
**AMENDED RESTRICTIVE COVENANTS**  
**TIMBERLINE ESTATES DEVELOPMENT**  
**SIGNATURE PAGE**

I William Dudleston & Deborah Albright, Owner(s) of Record of  
(Print Name(s))

Lot # 25 in Timberline Estates Development, Sherman, Illinois Have Reviewed,  
Understand, and Agree to the Terms of the Amended Restrictive Covenants for Timberline  
Estates Attached Hereto and Agree to Be Bound by the Terms Thereof and to Uphold the Same.

It Is Hereby Understood and Agreed that said Amended Restrictive Covenants Replace and  
Supersede in Their Entirety the Restrictive Covenants for the Timberline Estates Development  
Which Were Recorded on June 28, 2000 in the Office of the Sangamon County Recorder as  
2000R24609 et. seq.

Signature: WR Dudleston Signature: D. Albright  
William Dudleston Deborah Albright  
(Print Name) (Print Name)

STATE OF ILLINOIS )  
) SS  
COUNTY OF SANGAMON )

I, LINDA S. BLACK a Notary Public in and for said county, in the state of aforesaid, do  
hereby certify that : WILLIAM DUDLESTON & DEBORAH ALBRIGHT personally known to me to be the same  
person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that he signed such instrument as h voluntary act for the uses and  
purposes therein set forth. and that the statements made in said instrument are true.

Given under my hand and notarial seal this 17<sup>th</sup> day of August, 2009.

Linda S. Black  
Notary Public

My Commission Expires: 2/27/2011



**ACCEPTANCE AND AGREEMENT**  
**AMENDED RESTRICTIVE COVENANTS**  
**TIMBERLINE ESTATES DEVELOPMENT**  
**SIGNATURE PAGE**

I CASEY + JENNIFER FINLEY, Owner(s) of Record of  
(Print Name(s))  
Lot # 45 in Timberline Estates Development, Sherman, Illinois Have Reviewed,  
Understand, and Agree to the Terms of the Amended Restrictive Covenants for Timberline  
Estates Attached Hereto and Agree to Be Bound by the Terms Thereof and to Uphold the Same.

It Is Hereby Understood and Agreed that said Amended Restrictive Covenants Replace and  
Supersede in Their Entirety the Restrictive Covenants for the Timberline Estates Development  
Which Were Recorded on June 28, 2000 in the Office of the Sangamon County Recorder as  
2000R24609 et. seq.

Signature: [Signature] Signature: [Signature]  
CASEY S. FINLEY JENNIFER L. FINLEY  
(Print Name) (Print Name)

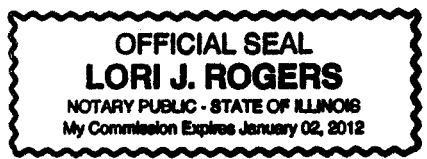
STATE OF ILLINOIS )  
) SS  
COUNTY OF SANGAMON )

I, Lori Rogers a Notary Public in and for said county, in the state of aforesaid, do  
hereby certify that: Casey Finley personally known to me to be the same  
person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that he signed such instrument as h voluntary act for the uses and  
purposes therein set forth. and that the statements made in said instrument are true.

Given under my hand and notarial seal this 14 day of SEPT, 2009.

[Signature]  
Notary Public

My Commission Expires: 1/2/12





**ACCEPTANCE AND AGREEMENT**  
**AMENDED RESTRICTIVE COVENANTS**  
**TIMBERLINE ESTATES DEVELOPMENT**  
**SIGNATURE PAGE**

I Kurt and Jennifer Ratliff, Owner(s) of Record of  
 (Print Name(s))

Lot # 40 in Timberline Estates Development, Sherman, Illinois Have Reviewed, Understand, and Agree to the Terms of the Amended Restrictive Covenants for Timberline Estates Attached Hereto and Agree to Be Bound by the Terms Thereof and to Uphold the Same.

It Is Hereby Understood and Agreed that said Amended Restrictive Covenants Replace and Supersede in Their Entirety the Restrictive Covenants for the Timberline Estates Development Which Were Recorded on June 28, 2000 in the Office of the Sangamon County Recorder as 2000R24609 et. seq.

Signature: *Kurt Ratliff* Signature: *Jennifer Ratliff*  
Kurt Ratliff Jennifer Ratliff  
 (Print Name) (Print Name)

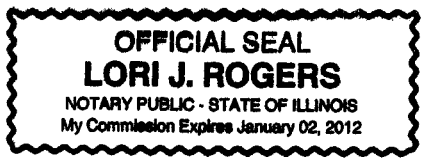
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF SANGAMON )

I, LORI ROGERS a Notary Public in and for said county, in the state of aforesaid, do hereby certify that : KURT & JENNIFER RATLIFF personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed such instrument as h voluntary act for the uses and purposes therein set forth. and that the statements made in said instrument are true.

Given under my hand and notarial seal this 14 day of Sept, 2009.

*Lori Rogers*  
 Notary Public

My Commission Expires: 12/12





**ACCEPTANCE AND AGREEMENT**  
**AMENDED RESTRICTIVE COVENANTS**  
**TIMBERLINE ESTATES DEVELOPMENT**  
**SIGNATURE PAGE**

I JERRY & SHARON DAVIS, Owner(s) of Record of  
(Print Name(s))

Lot # 20 in Timberline Estates Development, Sherman, Illinois Have Reviewed, Understand, and Agree to the Terms of the Amended Restrictive Covenants for Timberline Estates Attached Hereto and Agree to Be Bound by the Terms Thereof and to Uphold the Same.

It Is Hereby Understood and Agreed that said Amended Restrictive Covenants Replace and Supersede in Their Entirety the Restrictive Covenants for the Timberline Estates Development Which Were Recorded on June 28, 2000 in the Office of the Sangamon County Recorder as 2000R24609 et. seq.

Signature: Jerry L. Davis Signature: Sharon Davis  
JERRY L. DAVIS SHARON DAVIS  
(Print Name) (Print Name)

STATE OF ILLINOIS )  
) SS  
COUNTY OF SANGAMON )

I, \_\_\_\_\_ a Notary Public in and for said county, in the state of aforesaid, do hereby certify that : \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_he signed such instrument as \_\_\_h\_\_\_ voluntary act for the uses and purposes therein set forth. and that the statements made in said instrument are true.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE AND AGREEMENT**  
**AMENDED RESTRICTIVE COVENANTS**  
**TIMBERLINE ESTATES DEVELOPMENT**  
**SIGNATURE PAGE**

I Lonnie and Charity Noreuil, Owner(s) of Record of  
(Print Name(s))

Lot # 10 in Timberline Estates Development, Sherman, Illinois Have Reviewed, Understand, and Agree to the Terms of the Amended Restrictive Covenants for Timberline Estates Attached Hereto and Agree to Be Bound by the Terms Thereof and to Uphold the Same.

It Is Hereby Understood and Agreed that said Amended Restrictive Covenants Replace and Supersede in Their Entirety the Restrictive Covenants for the Timberline Estates Development Which Were Recorded on June 28, 2000 in the Office of the Sangamon County Recorder as 2000R24609 et. seq.

Signature: Lonnie Noreuil Signature: Charity Noreuil  
Lonnie Noreuil Charity Noreuil  
(Print Name) (Print Name)

STATE OF ILLINOIS )  
) SS  
COUNTY OF SANGAMON )

I, \_\_\_\_\_ a Notary Public in and for said county, in the state of aforesaid, do hereby certify that : \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_he signed such instrument as \_\_h\_\_ voluntary act for the uses and purposes therein set forth. and that the statements made in said instrument are true.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

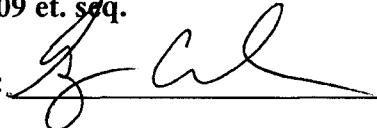
My Commission Expires: \_\_\_\_\_

**ACCEPTANCE AND AGREEMENT**  
**AMENDED RESTRICTIVE COVENANTS**  
**TIMBERLINE ESTATES DEVELOPMENT**  
**SIGNATURE PAGE**

I GREGORY CROWDER, Owner(s) of Record of  
(Print Name(s))

Lot # 15 in Timberline Estates Development, Sherman, Illinois Have Reviewed, Understand, and Agree to the Terms of the Amended Restrictive Covenants for Timberline Estates Attached Hereto and Agree to Be Bound by the Terms Thereof and to Uphold the Same.

It Is Hereby Understood and Agreed that said Amended Restrictive Covenants Replace and Supercede in Their Entirety the Restrictive Covenants for the Timberline Estates Development Which Were Recorded on June 28, 2000 in the Office of the Sangamon County Recorder as 2000R24609 et. seq.

Signature:  Signature: \_\_\_\_\_  
GREGORY CROWDER \_\_\_\_\_  
(Print Name) (Print Name)

STATE OF ILLINOIS )  
) SS  
COUNTY OF SANGAMON )

I, \_\_\_\_\_ a Notary Public in and for said county, in the state of aforesaid, do hereby certify that : \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_he signed such instrument as \_\_\_h\_\_\_ voluntary act for the uses and purposes therein set forth. and that the statements made in said instrument are true.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE AND AGREEMENT**  
**AMENDED RESTRICTIVE COVENANTS**  
**TIMBERLINE ESTATES DEVELOPMENT**

**SIGNATURE PAGE**

I James D ~ Angela A. Silotto, Owner(s) of Record of  
(Print Name(s))

Lot # 5 in Timberline Estates Development, Sherman, Illinois Have Reviewed, Understand, and Agree to the Terms of the Amended Restrictive Covenants for Timberline Estates Attached Hereto and Agree to Be Bound by the Terms Thereof and to Uphold the Same.

It Is Hereby Understood and Agreed that said Amended Restrictive Covenants Replace and Supersede in Their Entirety the Restrictive Covenants for the Timberline Estates Development Which Were Recorded on June 28, 2000 in the Office of the Sangamon County Recorder as 2000R24609 et. seq.

Signature: J D Silotto Signature: Angela A Silotto  
James D. Silotto Angela A. Silotto  
(Print Name) (Print Name)

STATE OF ILLINOIS )  
) SS  
COUNTY OF SANGAMON )

I, \_\_\_\_\_ a Notary Public in and for said county, in the state of aforesaid, do hereby certify that : \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_he signed such instrument as \_\_h\_\_ voluntary act for the uses and purposes therein set forth. and that the statements made in said instrument are true.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_