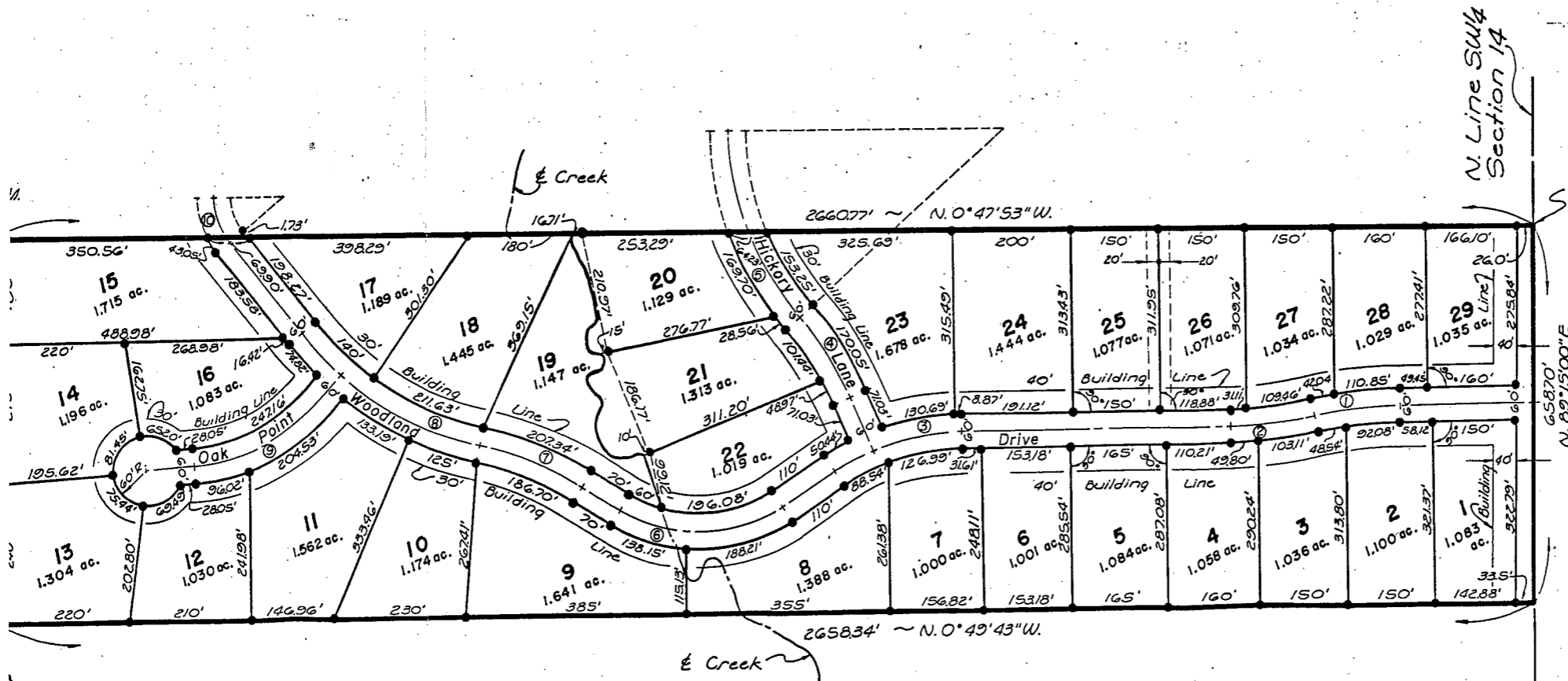


TIMBER VIEW SUBDIVISION

PART OF THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 17 NORTH, RANGE 6 WEST, 3RD. PRINCIPAL MERIDIAN.
MENARD COUNTY, ILLINOIS
AREA = 40.252 ACRES



N. Line SW 4
Section 14

N.W. Cor. N.E. 4, S.W. 4,
Sec. 14, T17N, R6W, 3rd. PM.

STATE OF ILLINOIS } ss. NO. 114290
MENARD COUNTY

This Instrument was filed for Record in
the Recorder's Office of Menard County aforesaid on

NOV 6 - 1979

at 3 o'clock P. M. and recorded in book
Foot Cabinet 4 on page 108

James C. Combs Recorder

11-6-79
114290

DECLARATION OF RESTRICTIVE COVENANTS FOR TIMBER VIEW
SUBDIVISION, FIRST ADDITION BY SAMEN OF ILLINOIS, INC., FOR THE
PROPERTY DESCRIBED IN THE PLAT THEREOF AND RECORDED IN THE MENARD
COUNTY RECORDER'S OFFICE, MENARD COUNTY, ILLINOIS, AND RECORDED AS
DOCUMENT NO. 114290 IN PLAT CABINET A AT PAGE 168.

The covenants hereinafter enumerated shall apply to each of Lot Nos.

1 through 29 of Timber View Subdivision, First Addition, for the periods of time as hereinafter set forth. "Property" and "Lot" shall be synonymous and "Lot" shall mean a platted portion of the land shown on the above referred to Plat and "Property" shall refer to any Lot or Lots or portions thereof adjacent to each other and owned by one or more persons or entities.

1. Except as herein provided only one detached single family dwelling and attached private garage appertaining thereto shall be erected on Lots One (1) through Twenty-nine (29) as shown on the recorded Plat of the Subdivision and no use shall be made of said Lots except as is incidental to the occupation thereof for residence purposes by one private family residing in a detached single family dwelling. No garage shall be constructed except as an integral part of the residence it is intended to serve. No garage shall be constructed except as an integral part of each individual dwelling unit.

2. No trailer, tent, shack, barn, stable, or temporary or permanent structure shall be erected on any property in the subdivision without prior written approval of the Architectural Control Committee.

3. No dwelling erected on any Lot in the Subdivision shall contain less than 1200 square feet of living space on the ground floor, excluding garages and unfinished basements, and all structures shall be of quality workmanship and materials.

4. No residential unit, including attached porches, breezeways and garages shall be erected on any property nearer to the front line of said property than the minimum setback line as shown on the recorded Plat of the Subdivision and no building shall be constructed closer than twenty (20) feet to either side of the owner's property line or easement areas, provided, however, that in the case of corner lots, the said setback from the side street lines shall not be less than the minimum setback line shown on the recorded Plat of the Subdivision. In this context, the word "Property" denotes the ownership of the area built upon.

5. Each dwelling shall be placed in a manner as to blend into the tone of the development.
6. Carports shall be classified as garages.
7. Driveways shall have a minimum width of ten (10) feet and be of maintained gravel or hard surface.
8. No fence on the front lot line shall be closer than ten (10) feet to the public right-of-way as recorded in the Subdivision Plat nor shall it exceed the height of five feet maximum.
9. No construction of any type, including fences, shall be commenced and no buildings shall be erected, driveway constructed or swimming pool installed, placed or altered on any Lot in the Subdivision until the construction plans and specifications therefor and a plan showing the location of the structure or proposed construction has been approved by the Architectural Control Committee as to quality, materials, workmanship, size, harmony of external design with the existing structures and as to location with respect to topography and finished grade elevation. In the event the Committee, has ceased to exist as such and has failed to designate a representative or provide a successor to act for it or in the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced prior to completion of the construction, approval shall not be required and the related covenants shall be deemed to be fully complied with.
10. The Architectural Control Committee shall be composed of the then current officers of the Board of Directors of Samen of Illinois, Inc., a Corporation, and the declarant herein. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to act by majority vote until a successor officer is chosen or is provided by the declarant. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Covenants.
11. All grade lines shall be in conformity with adjacent property and shall not interfere with the drainage from adjoining property.
12. All construction must be diligently pursued to completion within a twelve (12) month period of the time of commencement.
 - A. No building shall be occupied for living purposes which is not functionally completed in detail as to the exterior nor shall any building materials, paint

or building equipment be exposed to the public's view while such building interior is under construction if such building is occupied as a dwelling.

B. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any property at any time as a residence, either temporarily or permanently.

13. No property owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including and without limitation, cargo trailers, campers, house trailers, mobile homes or carryalls to be parked or stored in the driveway or in the street in front of or along side of the property, except if a residence is located on the lot, such equipment may be parked on the lot to the rear of the front line of the residence located on such lot. This shall not prevent the property owner or occupant from parking or storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant or used by him in his business in the garage on the premises.

14. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any property for the facilitation and carrying on of any trade business or industry.

15. The owner of any property must cut the noxious weeds and maintain the property and all improvement situated thereon in a husband-like manner. Should the owner or occupant fail to perform the duties established in this paragraph, the Declarant or any person in interest may, at his election, so repair and maintain said lot and improvements or cut the noxious weeds and keep the same in good condition and all charges incurred by Declarant or any person in interest for such work shall be paid promptly by the lot owner or occupant upon billing thereof and such charge shall, on the date of such billing, become a lien on the lot in question and shall continue to be a lien thereafter until paid in full. All court costs and reasonable attorney's fees incurred by the Declarant or any person in interest in enforcing this covenant and the payment of the charges provided for herein shall be paid by the owner, his heirs, successors and assigns and such charges shall be a part of the lien of such unpaid charges until it is fully paid.

16. No obnoxious or offensive activities shall be carried on upon any property nor shall anything be done thereon which may be or may become any annoyance or a nuisance to the neighborhood.

17. No sign of any kind including signs offering for sale any structure or property in said subdivision shall be displayed to the public view on any lot except a descriptive sign stating the occupant's or owners' name or pseudoname and no such sign shall be displayed on any such property without the Architectural Control Committee's prior approval.
18. No spirituous, vinous or malt liquor shall be sold or kept for sale on any property located in the Subdivision.
19. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property located in the Subdivision, with the exception that:
 - A. Dogs, cats or other household pets common to the area may be kept provided they are not bred, kept or maintained for any commercial purposes and shall not be kept on any property located in the Subdivision until such property is improved with an inhabitable dwelling for the uses of the owner or occupant thereof.
 - B. One horse or pony per lot, may be kept, provided they are not bred, kept, or maintained for any commercial purposes and provided further that any stable or building used for the purpose of housing such animals shall be kept at all times in a clean and sanitary condition.
20. No property shall be used or maintained as a dumping ground for rubbish and all trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
21. For all intents and purposes no property included in the recorded Plat of the Subdivision shall be further subdivided nor shall any lot or portion thereof be used for public roadway purposes.
22. Any owner of any property in the recorded Plat of the Subdivision may install any septic sewage system that meets the Federal and State requirements, if any, at the time of installation.
23. No property owner shall block or dam any drainage way or stream area unless authorized in writing by the Architectural Control Committee.
24. Construction of model or display homes is expressly permitted as long as they conform to the restrictions hereby created.
25. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be

automatically extended for successive periods of ten (10) years unless any of said covenants, in whole or in part, are changed, modified or abolished as herein-after provided, but in no event shall said covenants continue in force more than fifty (50) years from the date of recording this Declaration.

26. These covenants may be changed, amended, modified or abolished by an instrument signed by all the then owners of sixty-five percent (65%) of the lots, by which instrument the lot owners agree to the change, amendment, modification or abolishment of any or all said covenants in whole or in part, which instrument or instruments shall then be recorded with the Menard County Recorder's Office.

27. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain a violation or to recover damages.

28. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

29. Should a property owners' association be organized, the same may act as agent of the property owners under an irrevocable agency coupled with an interest as beneficiary of all covenants, restrictions, liens and provisions contained herein and as an assignee of Declarant would be and is vested with the right in its own behalf, on behalf of all owners or parties interested in the land to which the Declaration pertained, to enforce all the covenants and liens, restrictions and provisions herein. Any action brought to enforce these restrictive covenants must be brought within Two (2) years after the violation of the restriction first occurs.

30. All of the foregoing restrictions are intended to constitute a general plan for the benefit of and enforceable by all present and future owners of or parties interested in any of the lots in said Subdivision or any part thereof, and their heirs and assigns, as well as any property owners' association hereafter organized.

31. All of these restrictive covenants apply not only to the first building erected on each lot but also to any building hereafter erected as long as these restrictions remain in force and effect.

32. No previous landowner, including Declarant, shall have the power to

enforce these restrictions after he has disposed of all his land in the subdivision.

33. The restrictions created by this Declaration benefit and burden only the lands described in this Declaration, notwithstanding the sharing of present or future facilities by other land, whether developed by the Declarant or others, the general plan created by the restrictions hereby created extends only to the land described in this Declaration and there is no intention to benefit any persons other than those having an interest in the land described herein. The existence of easement rights or covenant benefits by persons owning land or having an interest in land outside of the land described in this Declaration does not confer upon them any right whatever to enforce the restrictions hereby created.

SAMEN OF ILLINOIS, INC.
a Corporation

By Bobby Chastain
President

ATTEST:

Darrell Wells
Secretary

STATE OF ILLINOIS)
: SS
COUNTY OF MENARD)

I, the undersigned, in and for said County, in the State aforesaid, do hereby certify that Bobby Chastain, personally known to me to be the President of SAMEN of ILLINOIS, Inc., a Corporation, and Darrell Wells, personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of November, A.D. 1979.

Leo W. Brown
Notary Public

STATE OF ILLINOIS } SS. NO. 114290
MENARD COUNTY }

This Instrument was filed for Record in
the Recorder's Office of Menard County aforesaid on

NOV 6 - 1979

at 3 o'clock P. M. and recorded in book
142 of Books on page 1344

James E. Curb Recorder

compared