

COVENANTS AND RESTRICTIONS FOR TIMBER RIDGE ESTATES

KNOW ALL MEN BY THESE PRESENTS: That Whereas BROOKSHIRE CORPORATION, BLACK OAK DEVELOPMENT, LLC, AND THOMAS KURTZ, INDIVIDUALLY, and SHANNON Z. KOLNSBERG, SHANNON M. KOLNSBERG, THAD S. VUAGNIAUX, JR., AND NICKI R. VUAGNIAUX, are the Owners and Developers of the following described real estate, to-wit:

Lots 1,2,3,4,5,6,7,8,9,10,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29, 30,31 and 32 in Timber Ridge, a re-subdivision of Daventry Estates, according to the plat thereof recorded in Plat Cabinet 63 Page 30, (except coal underlying with the right to mine and remove same) in Madison County, Illinois.

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 thereafter 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 to declare that no Lot or Lots above described, or portion thereof, shall be sold or conveyed by them, or their heirs, executors, administrators, successors and assigns, except subject to the following covenants, conditions and restrictions, whether expressly stated in the deed of conveyances or not, to-wit:

1. **Time Period, Enforcement and Amendment of Restrictions:** These Covenants and Restrictions are to run with the land and shall be binding on all parties and all person claiming under them, until April 10, 2022, at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years; provided however, that said Covenants and Restrictions may be amended or terminated after April 10, 2022, if the owners of at least 51% of the lots, by their vote in favor of such amendment or termination, agree to change said Covenants and Restrictions in whole or in part, or to terminate said Covenants and Restrictions. After all of the Lots in said Subdivision have been sold, conveyed or otherwise transferred by the Developer, its designee, successors or assigns (so that the Developer no longer has an ownership interest in any of said Lots), these Covenants and Restrictions may be rescinded or amended at any time prior to April 10, 2022, if the owners of at least 67% of the Lots vote in favor of such rescission or amendment, which recession or amendment shall be effective" upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners' Association, created as set forth hereinafter, in the Recorder of Deed's Office in Madison County, Illinois. Until the Developer, or its designee or successors and assigns have sold, conveyed, or otherwise transferred each and every lot in said Subdivision, the Developer shall have the power and authority to amend these Covenants and Restrictions for the benefit of said Subdivision. The decision as to whether or not an amendment should be made shall be in the sole discretion of the Developer, or its designee or successors and assigns, and nothing herein shall be construed as to render the Developer, or its designee or successors and assigns liable to any person, including any Lot Owner, for any such amendment and the Developer shall not be subject to suit because of or arising from any such amendment. For purposes of these Covenants and Restrictions, if the Developer, or any of its officers, agents, employees or any person having a beneficial ownership interest in the Developer, shall reside in a dwelling upon any Lot to any person, then, in that event, said Lot shall be considered to have been sold, conveyed or otherwise transferred and no longer owned by Developer, or its designee or its successors and assigns.

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 persons owning any of the above described real property, or for the Homeowners' Association, without further authority or direction, to enforce, or to prosecute any proceedings at law or in equity to enforce these

Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequently from such violation, together with expenses, court costs and attorneys' fees incurred in such proceedings. The Developer or its designee or its successors and assigns shall be, at all times a person who has the power and authority to enforce, or to prosecute any proceedings at law or in equity to enforce these Covenants and Restrictions, or to prevent any violation thereof, or to recover damages resulting directly or consequently from such violation thereof, or to recover damages resulting directly or consequently from such violation, together with expenses, court costs, and attorneys' fees incurred in such proceedings, PROVIDED HOWEVER, that nothing herein shall require Developer, or its designee or its successors and assigns to be named as a party in an action between Lot Owners or between a Lot Owner and a Third Party; Developer, its designee and successors and assigns are expressly not a necessary party to any action to enforce these Covenants and Restrictions or to prevent a violation thereof. Invalidation of anyone of these Covenants and Restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, which provisions 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 two car garages, PROVIDED, HOWEVER, that each lot may also have one "outbuilding" if same is approved by the Architectural Control Committee (created hereinafter), is placed behind the residential dwelling and conforms to the standards of the erected home and the Architectural Control Committee for outbuildings.

3. Building Location: No building shall be located on any Lot nearer than 50 feet to the front (street) property line. as shown on the Plat of said subdivision. or be located nearer than 50 feet to a rear Lot line, or be located nearer than 20 feet to an interior or side Lot line. For purposes of these Covenants and Restrictions, eaves, steps, and open porches shall not be considered to be a part of the building, PROVIDED HOWEVER, that this shall not be construed to permit any portion of a building, part thereof, outbuilding or other improvement on a Lot to encroach upon another Lot. All buildings and structures shall meet all requirements of the building codes, ordinances and regulations of the county, city, and state, as the case may be.

4. Plans and Specifications: Plans and specifications for each dwelling to be constructed, showing location of the dwelling on the Lot, landscaping, all four exterior elevations, all exterior lighting, materials to be used on all exterior wall and roof surfaces and all other construction details and materials, which are the subject of these Covenants and Restrictions shall be submitted to the Architectural Control Committee of Timber Ridge Estates (hereinafter and hereinbefore referred to as the "Architectural Control Committee") for written approval, before construction is started. Plans and specifications for any additional improvements to any dwelling or Lot, subsequent to completion of original construction of said dwelling shall likewise be submitted to the Architectural Control Committee and shall include the same information as required for original construction. The Developer, or its designee, is hereby appointed the initial member of the Architectural Control Committee. The Architectural Control Committee shall have absolute discretion in the approval or disapproval of any structure, and of the improvement, modification, rehabilitation or replacement of any existing dwelling in the Subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee and any member thereof shall not be liable to any person for any decision it may make, or any vote such member may cast, in the approval or disapproval of any structure, and of the improvement, modification, rehabilitation or replacement of any existing dwelling, nor shall they be subject to suit for any such action, except in the case of willful or deliberate misconduct. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon it hereunder, is hereby granted an easement prior to, and during construction of any structure, and in discharging its duties hereunder, to enter upon any Lot in the Subdivision and will not be deemed to have trespassed thereby, and may enter into contracts and employ agents, servants and counsel as it deems necessary in the performance of its duties. No member of the Architectural Control

Committee shall be held personally liable for negligence or for injury to any person or persons or damage to any property, or for any other act or omission in the absence of willful and deliberate misconduct. The above named initial members of the Architectural Control Committee shall hold office until all Lots in the Subdivision are sold, or until their successors are elected by the Homeowner's Association whichever is later, and in the event of the death or resignation of the initial member while holding such office, the Developer, or its successors and assigns shall have the right to name replacement member. Commencing with the sale of the last of the Lots above described, as defined hereinabove, the Homeowners' Association shall elect the members of the Architectural Control Committee at its annual meeting. At the first of such annual meeting, three members of the new Architectural Control Committee shall be elected, who shall hold office for respective periods, according to their election for 1, 2, and 3 year terms, and at subsequent annual meetings, their successors shall be elected for 3 year terms, to replace the member of the Committee whose term expires. The President of the Homeowner's Association shall appoint a replacement member for any member of the committee who fails to remain in office, for whatever reason.

5. Dwelling Size and Miscellaneous: No one-story dwelling shall be permitted on any Lot which has less than 1900 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 2200 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies. The character and design of garages must conform to the character and design of the dwelling structure. The first floor of all dwellings must consist of a minimum 50% brick exterior. Siding, which may be placed on all other exteriors, must be approved by the Architectural Control Committee. No vinyl siding shall be allowed, except premium grade triple three or ship lap.

Roofs shall have a minimum pitch of 6/12. Any front facing gables shall have a minimum pitch of 8/12.

All driveways shall be built with concrete surfaces. Gravel driveways are not permitted and are hereby prohibited.

No recreational apparatus will be permitted in any front yard or side yard, next to a platted street. All swimming pool must be of the in-ground nature. All recreational apparatus, including swing sets, swimming pools, basketball courts, satellite dishes, playground equipment or similar devices shall not be located at any point toward the front Lot line, past a line drawn parallel with and intersection the back (rear) of the dwelling structure. The Architectural Control Committee shall have absolute discretion to approve or disapprove of 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 which may be or become an annoyance or nuisance to the neighborhood.

No Lot or driveway, outside the exterior walls 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 anyone or more automobiles for any period of time in excess of one day.

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 pick-up and panel trucks. No campers, boats, trucks, mobile equipment, disabled vehicles, motor homes, or recreational vehicles will be permitted to be stored at the dwelling, except in the garage, on any Lot in the Subdivision.

Any accessory parking will be restricted to operable automobiles, and such parking space will be provided in the rear yard of the Lot, or the side yard of the Lot if the garage and accessory parking and turn around area are in the side yard.

Each Lot shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure, except the single outbuilding provided for hereinabove.

No structure of any kind shall be allowed on any Lot, except the dwelling house and attached garage, and if approved as provided for hereinabove, a single outbuilding. Nothing shall be stored in the open outside said dwelling, garage or outbuilding except neatly stacked firewood for use in the residence on that Lot, except during the period of construction of the dwelling house.

All homes must install and be connected to an adequate, operational and approved septic system or aerator system. All homes must have a yearly maintenance agreement with said company where tank was purchased to maintain and keep system in good working order.

All propane tanks must be buried. All homes must have a yearly maintenance agreement with said company where tank was purchased to maintain and keep system in good working order.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity 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 business of any kind shall be permitted in the Subdivision, except any home occupation which is permitted under the ordinances or regulations of Madison County, Illinois. No wall, fences, or fencing of any kind shall be allowed in the front yard of any Lot. No wall, fences or fencing over 6 feet in height shall be allowed on any Lot. All walls, fences and fencing shall be wood construction and be compatible with the natural surroundings, subject to the conditions herein below set out for materials. No chain link, wire, or metal wall, fence or fencing shall be permitted (except that professionally constructed wrought iron fences may be approved). 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 such walls, fences and fencing will be removed at the expense of the Lot owners.

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

The undersigned and the Homeowners' Association shall have the right, but not the obligation to install amenities in the Subdivision, including, but not limited to, tennis, badminton, volleyball, racquetball and handball courts, in-ground swimming pools, picnic tables, and landscaping.

6. Livestock and Pets: No animals of any kind may be kept, bred or maintained for any commercial purpose.

7. Construction of Residences, Maintenance of Property: All houses must be completed within one year after the date construction thereof commences. All Lots must be completely landscaped within one year after the house is completed. If the house is not completed within one year after construction commences, the Developer shall have the option of completing the house according to the Plans and Specifications submitted and assessing the Lot in the manner provided herein for Lot assessments for Subdivision improvements, for the cost thereof, or of demanding, by written notice, a reconveyances of the Lot to the Developer, in which case the Developer will tender to the Lot owner the original purchase price of the Lot. If landscaping is not completed within one year after completion of the house, Developer shall have the right to complete the landscaping according to the Plans and Specifications submitted and to assess the Lot in the manner provided herein for Lot assessments for Subdivision improvements for the cost thereof.

Any assessments under this provision shall become a lien in favor of the Developer immediately upon his recording a written notice of same with the Madison County Illinois Recorder of Deeds. Nothing in this provision shall require the Developer to complete any such construction or lands aping or to repurchase any such Lot. The remedies herein provided rest solely with the Developer and are available to it at its sole option. Any other Lot owner may sue a Lot owner who fails to comply with this provision for injunctive relief and/or damages. The Developer shall not be a party to any such action and nothing herein shall obligate Developer in any way or make Developer liable for any failure of any Lot upon which such work is being performed.

During the construction, maintenance or refurbishment of any dwelling house or Lot, any littering or damage to the public and private roadways and easements of the Subdivision, and any cleanup of them, shall be the responsibility of the owner any Lot upon which such work is being performed.

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.

The burning of any material outside any dwelling house shall be prohibited, except the burning of leaves in conformity with the statutes of the State of Illinois and the ordinances or regulations of Madison County, Illinois.

8. Oil and Mining Operations: No oil drilling, oil 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 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.

9. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage and other waste shall not be kept except in sanitary containers located inside the garage of a dwelling house, except on collection days, when said sanitary containers may be placed near the platted streets for collection.

10. Signs: No signs of any kind shall be displayed to the public view on any Lot, except one sign of not more than six square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale of lots and residences, or signs used by the undersigned to identify the Subdivision and to advertise the sale of Lots and residences in the Subdivision. House numbers on homes or mailboxes are permitted as long as same are approved by the Architectural Control Committee prior to installation.

11. Easements: Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities including retention basins are reserved, as shown on the above-mentioned recorded plat of the Subdivision. NO building or any other structure of any kind shall be placed on, in or over any such easement; and any such building or structure shall be removed at the expense of the Lot owner.

12. Assessments: Annual and special assessments may be established or levied against each Lot and its owners for maintenance of street and entrance landscaping, Subdivision fence, berms, detention basins, 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. Annual assessments shall be established by majority vote of the Lot owners, each Lot having one vote to be cast in the aggregate or in fractions as agreed by and between the owners of that Lot, at the first meeting of the Homeowner's Association. Such assessments may be amended, supplemented, terminated or otherwise modified by majority vote of the Lot owners at any subsequent annual meeting of the Homeowners' Association. Such assessments may be amended, supplemented, terminated or otherwise modified by majority vote of the Lot owners at

any subsequent annual meeting of the Homeowners' Association. Until such time as the Homeowners' Association shall be formed, the Developer, or its designee or its successors and assigns, may establish annual assessments for the uses set forth above, PROVIDED HOWEVER, that any assessment set by the Developer, or its designee or its successors and assigns, shall be determined on an annual basis, the first of said periods to commence upon the date of recording of these Covenants and Restrictions and subsequent annual assessments shall be due on the 1st day of July each year; any prospective Lot purchaser shall be advised, in writing, prior to executing any contract for purchase of such Lot of the amount of such assessment and if no such notice be given, then that Lot shall not be subject to assessment during the year of purchase. Any assessments for a Lot subsequent to the year of purchase shall be reasonably related to the expense of maintaining the said improvements and notice thereof shall be given to existing Lot owners not less than 30 days before the due date. In any event, no such assessment may be levied by the Developer, or its designee or its successors and assigns, unless and until seventy-five percent (75%) of the Lots of said Subdivision have been sold, as defined herein. Any unpaid assessment against a Lot shall be the personal obligation of each owner of that Lot at the time of assessment, jointly and severally, and shall also become a lien against that Lot upon filing of a notice thereof in the Recorder's Office of Madison County, Illinois. If such notice is not so filed on or before December 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 an officer of the Homeowners' Association, or if the Homeowners' Association has not been formed, of the Developer, or its designee or its successors and assigns, of the amount or payment status of any such lien.

13. Waterfall: A waterfall entrance will be built on Lot 1 of the subdivision at the entrance to the subdivision. It shall be the responsibility and obligation of each Lot Owner in the Subdivision to maintain the waterfall. The owner of Lot 1 and any subsequent owner of said Lot 1 may not disturb or any way alter the waterfall located on Lot 1.

In addition to the assessments and dues provided for in Paragraph 12, hereinabove, but levied and collected in like manner, each lot in Timber Ridge Estates, except any lot owner by the Developer, shall pay annual dues of \$100.00, which dues shall be due and payable on the 1st day of July each year, and which dues shall be prorated for any owner purchasing a lot from the Developer.

14. Homeowners' Association: After all the Lots in the Subdivision have been sold by the undersigned or after ten (10) years from the date of beginning of dwelling occupancy by the first Lot owner to begin residency in a completed dwelling, the "Timber Ridge Estates Homeowners' Association" shall be established as a not-for-profit corporation, herein called the "Homeowners' Association", which shall be vested with all powers, duties and responsibilities set out to the Homeowners' Association in these Covenants and Restrictions and as provided by law. The title to all amenities, landscaping, Subdivision fences, entrance improvements, easements and Subdivision appurtenances shall be conveyed by the undersigned to the Homeowners' Association. The owners of each Lot shall collectively own one share in the Homeowners' Association. The Homeowners' Association shall, from time to time, adopt bylaws for its constitution, operation and deliberation, in conformity with these Covenants and Restrictions. The Homeowners' Association has the right to assess dues for the 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. Robert's 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.

15. Covenants and Restrictions to Run with the Land: These Covenants and Restrictions shall run with and inure to the benefit of and be binding upon the lands herein described and each and every owner thereof, whether original purchaser of any Lot, or successor thereto, or Developer, or successor thereto, shall be bound by the terms, covenants, conditions and restrictions herein contained and the heirs, successors, assigns, personal representatives, devisees, and

beneficiaries of same shall likewise be bound by the terms hereof. Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

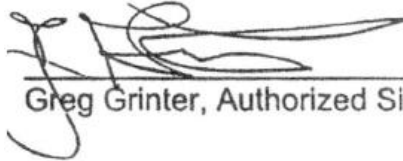
IN WITNESS WHEREOF, the undersigned have set their hands this 12th day of March, 2003

BROOKSHIRE CORPORATION



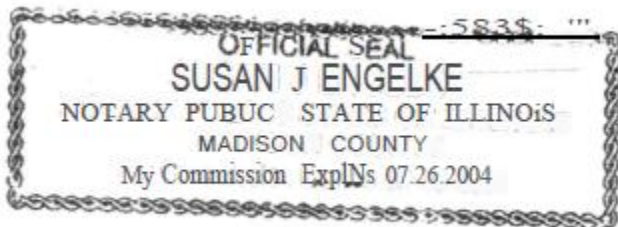
Greg Grinter, Authorized Signatory

Attested by:



Greg Grinter, Authorized Signatory

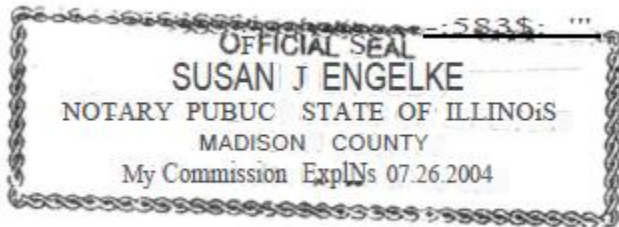
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREG GRINTER personally known to me to be the Authorized Signatory of the BROOKSHIRE CORPORATION and GREG GRINTER personally known to me to be the Authorized Signatory of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Authorized Signatories, they signed and delivered the said instrument as Authorized Signatories of said Corporation 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 Notarial Seal the 12th day of March, 2003.



IN WITNESS WHEREOF, the undersigned have set their hands this 12th, day of March, 2003

Craig Phelps, Authorized Signatory

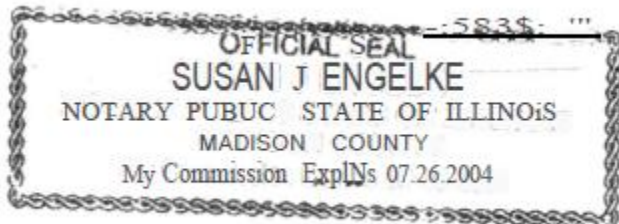
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CRAIG PHELPS personally known to me to be the Authorized Signatory of the BLACK OAK DEVELOPMENT, LLC and THOMAS KURTZ personally known to me to be the Authorized Signatory of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing Instrument appeared before me this day in person and severally acknowledged that as such Authorized Signatories, they signed and delivered the said instrument as Authorized Signatories of said Corporation 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 Notarial Seal the 12th day of March 2003.



IN WITNESS WHEREOF, the undersigned have set their hands this 12th day of March, 2003

Thomas Kurtz, Individually

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THOMAS KURTZ personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 12th day of March, 2003.



This Instrument Prepared By:
Barbara L. Sherer, Attorney at Law
Attorney Registration # 06202620
205 North Second Street, Suite 102
Edwardsville, Illinois 62025
618/692-6656