

TIMBERLAKE ESTATES

2005 AMENDED DEED RESTRICTIONS

WHEREAS, the title to the following described property is subject to certain deed restrictions and covenants as contained in each original deed of conveyance of the respective numbered and lettered Lots in said subdivision:

Unit #1 and Unit #2 of Robert Bartlett's Timberlake Estates being subdivisions of parts of Section 1 and 12, Township 43 North, Range 9 East of the Third Principal Meridian and of part of Section 36, Township 44 North, Range 9 East of the Third Principal Meridian, all in the county of Lake and State of Illinois; and

WHEREAS, said restrictions and covenants provide that the same "shall be in force and effect and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall automatically extend for successive periods of ten years, unless by a vote of a majority of the then owners of the Lots in said subdivision it is agreed to change the covenants in whole or in part"; and

WHEREAS, a vote having been taken, a majority of the present owners of Lots in Timberlake Estates desire to change the restrictions and covenants as herein set forth and to evidence said vote this amendment is signed by a majority of the present owners of record:

NOW, THEREFORE, the covenants contained in deeds conveying all Lots of Timberlake Estates, Units 1 and 2 aforesaid as said covenants are set forth in Exhibit "A" attached hereto, are hereby amended in their entirety effective January 1, 2005 to provide as follows:

AMENDED RESTRICTIONS

1. AMENDMENTS

All property in Timberlake Estates, Units 1 and 2 shall be subject to the following amended restrictions, covenants and conditions running with the land, which shall be binding on all owners and all persons claiming under or through them until January 1, 2015, at which time these amended restrictions, covenants and conditions shall automatically extend for successive periods of 10 years unless changed, amended or abrogated, in whole or in part, by a document executed by a majority of the owners of all Lots in both Units 1 and 2 (treated as a whole) as such owners appear of record at 9:00 a.m. on December 31, 2014, which is filed for record with the Recorder of Deeds of Lake County, Illinois within 28 days after said December 31, or by a document which is so executed by said majority as appearing of record at 9:00 AM, on December 31, of each succeeding 10 years, beginning with December 31, 2014, which is filed for record with the Recorder of Deeds of Lake County, Illinois within 28 days thereafter. In addition, these amended restrictions, covenants, and conditions may be changed, amended or

abrogated at any other time by a document executed by at least two-thirds of the owners of all Lots in both Units 1 and 2 (treated as a whole) as such owners appear of record at 9:00 a.m. of the date 14 days prior to the date of recording of said amendment, and filed for record with the Recorder of Deeds of Lake County, Illinois, within 28 days after the date of said document.

In the event that any December 31, referred to herein is a holiday or other day when the office of the Recorder of Deeds is not open to the public for business, the determination of ownership shall be as of 5:00 p.m. on the next previous date when such office was open to the public.

The exercise, or failure to exercise, of any right or power of amendment shall not affect subsequent rights of amendment.

For the purpose of determining the majority referred to herein, each Lot shall be considered as having one owner regardless of the number of owners of record. Where there is more than one owner of record of any Lot, the signatures of the majority of the owners of record shall be binding on all owners of record and shall constitute all necessary signatories for said Lot. In the event two or more Lots are owned by the same owner or owners, each Lot shall be counted separately. Owners of record shall mean the owners of fee title and shall not include owners of easements or mortgages.

There is now existing the Timberlake Civic Association, Inc., an Illinois Not-For-Profit Corporation, the membership of which consists of owners in Lots in Units 1 and 2 of said Robert Bartlett's Timberlake Estates. Said Timberlake Civic Association, Inc., is hereafter referred to as "Association" and the Association Board of said Association is hereafter referred to as "Association Board."

2. GENERAL PURPOSES

The Deed Restrictions are meant to protect both the land and the homeowner by:

- A. Implementing land use and any necessary open space policies that will preserve the rural open character of Timberlake Estates.
- B. Preserving property values throughout the community through consistent implementation of these Deed Restrictions, and the regulation of proper setbacks, building codes, storm water management, and sanitation and disposal requirements.

Timberlake Estates is subjected to the Covenants to ensure proper use and appropriate development and improvement of Timberlake Estates and every part thereof; to protect each and every owner of any part of Timberlake Estates against such use of Lots in Timberlake Estates as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of Timberlake Estates and the use and enjoyment of property ownership therein: to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets,

and adequate free spaces between structures; and in general to provide adequately for a type and quality of improvement in Timberlake Estates consistent with the Covenants; and to insure desired standards of maintenance and operation of community property and services for the benefit of all owners of Timberlake Estates.

3. MEMBERSHIP AND VOTING

Every record owner of a fee simple interest in Timberlake Estates and other property in Timberlake Estates heretofore or hereafter subjected to the Covenants shall become and be a member of the Association, and each such member shall be entitled to one vote for each residential site owned by him or it on each matter submitted to a vote of members, provided, that where title to a residential site is in more than one person, such co-owners acting jointly shall be entitled to but one vote and one membership. Anything herein to the contrary notwithstanding, each platted Lot on the plat of subdivision, and those six (6) Lots previously designated as Lot "A" and subsequently conveyed by Robert Bartlett, as Trustee, shall be deemed separate Lots.

4. POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have the following powers and duties with respect to Timberlake Estates and other property in Timberlake Estates:

- A. To manage, control and maintain the entry signage or treatments, Timberlake and its streams, and community property and facilities, if any.
- B. To mow, care for, and maintain vacant and unimproved property and to remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property neat in appearance and in good order.
- C. To provide for the maintenance of any open space and for the care and maintenance of facilities, or on any land set aside for the general use of the members.
- D. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes: (i) on such real estate as may be owned by it: and (ii) which may be assessed against the community property whether or not owned by the Association.
- E. To make such improvements to the community property and provide such other facilities and services as may be authorized from time to time by the affirmative vote of the members of the Association acting in accordance with these covenants and its Bylaws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the area over which it has jurisdiction a highly desirable and exclusive residential community.
- F. To create and manage financial reserves to provide for the foregoing duties.

5. METHOD OF PROVIDING GENERAL FUNDS

- A. For the purpose of providing a general fund to enable the Association to exercise its powers, and make and maintain the improvements and render the services herein provided, the Association Board or other responsible officers of the Association shall determine for each year the total amount required for such year. If such amount, or any portion thereof, is approved in accordance with the Bylaws adopted by the Association, then the Association may levy an annual assessment for property (other than lake and common grounds) in the area over which it has jurisdiction. The budget shall be divided by the number of memberships, and the resultant figure assessed to each membership as the annual assessment.
- B. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and, in particular, for the acquisition, construction, management, improvement, care and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, property and the waters of Timberlake, and such other needs as may arise, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary.
- C. The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any reserves which it may have on hand.

6. LAND USE.

- A. Each Lot shall be used as a site for one building only, including an attached private garage for the sole use of the owners or occupants of the dwelling. Said garages shall not be used for rental purposes. No other detached accessory buildings or structures may be erected in any manner. No Lot shall be used for any purpose except for one residence occupied by one family and for uses appurtenant to such single family use, except Lot C, which may be used only for recreational purposes as permitted by the Association Board. Nothing herein shall prohibit a combination of two or more adjacent Lots as one residential site. "Family" as used in this document means persons related by blood, marriage or adoption and persons in a relationship of guardianship or foster care to the family occupying the residence, and, in addition, not more than two additional persons not so related.
- B. No structures or buildings or parts thereof shall be erected, moved, altered, placed or permitted to remain on any Lot other than a single family residence and an attached breeze way and a private garage which must be attached to and immediately adjoin either the principal building or the breeze way. Any such garage and any such breeze way shall be of the same general design as the principal building.

- C. No Lot shall at any time be subdivided, partitioned, divided or split in any manner, and no Lot or building site shall be less in area than the acreage shown on the pertinent Lot or parcel on the plat of the subdivision, or the subsequent division and conveyance by Robert Bartlett, as Trustee of those six (6) Lots formerly constituting Lot "A", as recorded in the public records of Lake County, Illinois.
- D. Where there exists on any Lot or Lots a condition or accumulation of storm water remaining over an extended period of time, the Lot owner may, with the written approval of the Building Committee, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any Lot shall be made by the Lot owner in any manner which may cause damage to or otherwise adversely affect the use of other property, except in areas designated as drainage easements. The Building Committee may authorize the installation of drain tile and other conduits at any location within a drainage easement to permit the proper drainage of any other Lot or other property in Timberlake Estates, but only if the proposed action is first approved in writing and a permit issued by Lake County or other appropriate local, state or federal governmental agency.
- E. No noxious or offensive activity, trade or business shall be carried on, in or upon any premises, or shall anything be done or allowed thereon which may be, or may become, an annoyance or nuisance to the neighborhood or increase vehicular traffic above that required for residential use of property.
- F. No burning of refuse shall be permitted other than in proper facilities therefore maintained in or as a part of a Dwelling, except that the burning of leaves and prairies and savannah may be done if permitted by applicable local, state or federal laws and regulations.
- G. No carport, driveway, or parking area which may be in front or adjacent to or part of any Lot may be used as a habitual parking place for commercial vehicles, boats, horse vans, mobile homes, trailers, or any vehicle other than private passenger vehicles. The term "commercial vehicle" shall include all trucks, automobiles, and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. No commercial vehicle, camper, snowmobile, other recreation vehicle or boat shall be permitted to be parked upon any Lot or on the roadways in Timberlake Estates except:
1. When a commercial vehicle is engaged in delivering loading or unloading property destined for or coming from the Lot; or
 2. When such commercial vehicle, camper, snowmobile, other recreation vehicle or boat is within a garage.
- H. No garage, garage apartment, or other outbuilding shall be constructed or erected upon said premises prior to construction and occupancy of the dwelling.

- I. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained either inside or outside any building or dwelling. No animal including, but not limited to mink, chinchilla, fox, skunks, sheep, goat, cattle, horses, hogs, livestock, poultry or fowl of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other domestic pets may be kept, providing that said pets are not kept, bred or maintained for any commercial purpose. Owners of animals shall comply with the applicable provisions of all State, County, municipal or other governmental statutes, ordinances and rules.
- J. No plants, seeds, or other materials which harbor or are a source of breeding infectious plant diseases or noxious insects shall be introduced or maintained.
- K. No advertising sign, or billboard, including "For Rent" advertising signs shall be erected or maintained on any Lot except:
 - 1. One "For Sale" sign on the Lot, not to exceed six square feet in size, to include the name and address of the owner or real estate broker or agent and telephone numbers.
 - 2. Signs not to exceed two square feet in size identifying the owner and/or the address of the property.
 - 3. The Association shall be permitted to install and maintain entrance signs with the caption "Timberlake Estates" at the four roadway entrance points to Timberlake Estates, and shall be further permitted to install such signs and bulletin boards on Lot "C" as deemed appropriate by the Association Board.
- L. No oil, gas or fuel tank or container shall be maintained on any property, which is visible to adjoining property.
- M. No laundry-drying equipment or facilities shall be erected or used outdoors, whether attached to a building or structure, or otherwise. Flag poles are permitted provided the pole is not more than 25 feet in height, unless otherwise approved by the Building Committee. No satellite dish or other antenna dish in excess of two (2) feet in diameter shall be allowed.
- N. No temporary buildings, trailers or mobile homes (whether or not moveable and operable and whether or not the wheels have been removed), railroad car, shack, garage, barn or outbuilding shall be erected or permitted on any Lot. No tents shall be permitted except for temporary use by members of the family residing in an existing home on the Lot. It is understood that the word "trailer" shall refer to a house or camping trailer which could be temporarily occupied for living purposes, and this restriction shall refer also to truck-mounted campers and travel buses, unless such trailer, erected camper, truck-mounted camper or travel bus is enclosed in a garage. Outside toilets and privies shall be permitted for a period of time not to exceed seven (7) days no more than twice in any twelve (12) month period; provided, however, that the Association Board may locate

outside toilets and privies on Lot C.

- O. Representatives of Association Board are authorized to clean debris from any stream or waterway. All Lots having tile or drainage ditches are subject to the rights of the adjacent owners and the public to have maintained the uninterrupted flow of water through said tile or drainage ditches.
- P. No Lot shall be used or maintained as a dumping ground or for the accumulation of rubbish, waste or debris or abandoned property. No motor vehicle, which is inoperable or abandoned, shall be stored or allowed on any Lot except within a garage. As used herein, "inoperable" means any such vehicle from which, for a period of at least 30 days, the engine, wheels or other parts have been removed, or as to which the engine, wheels or other parts have been altered, damaged or otherwise so treated that said vehicle is incapable of being driven under its own motor power.
- Q. It is recognized that the "Declaration of Easements" hereinafter referred to in section 10 of this document provides easements over that portion of certain Lots which is covered by the waters of Timberlake for certain purposes including "boating (other than in motor boats not powered by electricity)." In addition to such restriction on the said use of the lake, the water and ice of said body of water known as Timberlake, shall not be used by any motor powered boats or vehicles of any kind except for maintenance of the lake as approved by the Association Board.
- R. No portion of the waters of the said body of water known as Timberlake lying within the area covered by said "Declaration of Easements" shall be filled or graded so as to interfere with the use of the lake contemplated and permitted by said "Declaration of Easements."
- S. Any community grounds within Timberlake Estates may be used by all residents of Timberlake Estates and their guests for recreational purposes. There are reserved for the use of all owners within Timberlake Estates all paths and road easements as shown on the plat of Timberlake Estates which are filed in the Public Records of Lake County, Illinois.
- T. It is understood and agreed that certain Lots within Timberlake Estates now have sheds, free standing garages, satellite antennas, signs identifying the owner, and laundry drying equipment that were previously prohibited and/or will be prohibited under these amended deed restrictions. To avoid undue hardship on these property owners, these sheds, free standing garages, satellite antennas, signs, and laundry drying equipment may remain on a temporary basis, provided:
 - 1. It was already in place on January 1, 2005.
 - 2. The Association has acknowledged its existence in writing. It is incumbent upon the current owner to obtain, in writing, acknowledgment of the existing structure or condition on or before January 1, 2006, or the provisions of this section will not apply, and the Association may seek appropriate remedies at any time after January 1,

2006 to enforce compliance with these covenants. The acknowledgment must contain a general description of the structure or condition, including its approximate dimensions and location on the property, together with a current photograph of the structure or condition. The original acknowledgment must be retained by the owner as proof of compliance with this section; no photocopies will be accepted.

3. It is maintained in good repair. Repairs may not include alterations, additions, replacement of parts or materials exceeding 25% of the original structure or condition, or a change of dimension, design, or location.
4. The structure or condition must be removed, remediated or corrected to be in complete compliance with all covenants contained herein, prior to the sale or transfer of the property. Sale or transfer of the property is defined as any sale, exchange, assignment, quit claim, or conveyance in any manner of any legal or equitable interest in the property, including but not limited to the beneficial interest in any trust, inheritance, devise or gift. The current owner shall be obligated to disclose to any purchaser or subsequent owner the existence of the non-complying structure or condition. If the current owner fails to remove, remediate or correct the structure or condition, it shall be the obligation of the subsequent purchaser or owner to remove, remediate or correct the structure or condition to be in complete compliance with all covenants contained herein.

7. BUILDING

- A. It is the intention of the Building provisions to encourage a style of design that is in character within Timberlake Estates and the surrounding Barrington area to ensure the interfacing of residential structures in a compatible style within the community. The building provisions do not seek to restrict individual creativeness or preferences, but rather to maintain a compatible flavor of the community and the natural amenities for its residents. Extensive individual consideration will be given to the aesthetic and physical relationships of building to site and building to building. It is important to remember that the beauty of Timberlake Estates is in the land and its natural features, and that the architecture should compliment and enhance rather than compete with or destroy this beauty. The design and development concepts of Timberlake Estates call for the maintenance of the environment and retaining as much of the original conditions as possible. Owners will be encouraged by the Building Committee to landscape their Lots with plant materials indigenous to the existing area, and to leave untouched as much as possible the existing vegetation and natural amenities of the terrain.
- B. All buildings hereafter erected, including but not limited to remodeling or restoration projects that involve the construction, reconstruction, removal or addition of integral structural members of the building, foundation, load bearing wall or floor, roof, or exterior wall, upon a Lot shall be constructed in accordance with the applicable governmental building and zoning codes and such additional standards generally accepted or acknowledged by the industry, or that may be reasonably required by the

Covenants and the Building Committee. The area inside the foundation walls or footings of any such building, exclusive of attached garages, carports, open terraces, porches, and breeze ways, shall be:

1. One-story buildings, not less than 2,000 square feet of living area.
 2. For buildings of more than one story, not less than 1,200 square feet on the first floor, and the total living area in the building not to be less than 2,000 square feet.
 3. No building shall exceed 2-1/2 stories in height, nor shall any such building have a height in excess of 35 feet. No roll-type tar-paper, roof or siding shall be permitted to be visible on any building.
 4. Garages shall have a minimum of two parking spaces.
- C. No Building, including breeze ways, chimneys, porches, or garages, excepting, however, open terraces, awnings, roof overhangs and fences shall be located on a Lot nearer to the front Lot line, side Lot line or rear Lot line than the minimum setback on the recorded plat of subdivision of Timberlake Estates. No fence shall be constructed unless approved in writing, prior to erection, by the Building Committee. Tennis courts and swimming pools shall be screened from the street or streets by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Building Committee. No tennis court or swimming pool shall be located on a Lot nearer to the front Lot line, or a side Lot line adjoining a street, than the minimum setback shown on said recorded plat. If there is no indication on the plat of subdivision of the minimum front, rear or side setback lines, the following setback lines shall be deemed applicable to the extent not shown:

Minimum front setback: 50 feet

Minimum side setback: 10% of width or 12 feet, whichever is less

Minimum rear setback: 10% of depth of Lot

Where two (2) or more Lots are acquired as a single building site, the side building lines shall refer only to those bordering the adjoining property.

- D. There shall be no grading, soil removal, relocation, or accretion of soils or materials prior to obtaining written approval from the Building Committee. All grading reviews shall be subject to the jurisdiction of the Building Committee and shall be considered individually for each Lot. Recommendations or demands will be based upon individual Lot locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Building Committee feels impacts upon the site grading design. Native shrubs and trees are present at Timberlake Estates, and are considered to be essential to the continued beauty of the community. It is important that these shrubs and trees remain intact on the site to the greatest extent possible.

- E. A driveway and culvert permit from the applicable governmental authorities is required before building, grading or clearing on any Lot. A rock driveway shall be constructed which shall include such culverts as are necessary for proper drainage, shall measure at least 8' in width and shall extend from the street paving to the approximate location of the residence, garage or breeze way. Said driveway shall be constructed and thereafter maintained to prevent mud or other debris from being brought onto the roads.
- F. No exposed cement block construction shall be allowed and any such cement construction shall be completely covered on the exterior surface with stucco, brick veneer or siding material acceptable to the Building Committee.
- G. Notwithstanding any variance or reduction in requirements that may or may not be granted by any local, County, State or Federal ordinance, law, rule or regulation, all construction for new, remodeled or altered buildings must conform to the highest requirements of the following:
 - 1. IBC International Building Code.
 - 2. Applicable codes, rules, statutes and ordinances of Illinois, the County of Lake or any municipality having jurisdiction.
 - 3. National Fire Prevention Act.
- H. No trailer, basement of an uncompleted building, tent, shack, garage, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same Lot as the dwelling, and such buildings and structures shall be removed upon the completion of construction.
- I. Before any residence shall be occupied, a water well and an individual waste disposal system shall be located and constructed in accordance with the highest standards set forth by the State, County or other applicable governmental authorities, or such standards that are generally accepted or acknowledged by the industry to provide the safest water and waste disposal systems. Notwithstanding any variance or reduction in requirements that may or may not be granted by any local, County, State or Federal ordinance, law, rule or regulation, the Building Committee shall determine the applicable standards to be met.

The waste disposal system shall be located as to prevent contamination of wells in the vicinity and so as to avoid pollution to the lake, ponds, streams, or any other waterway and such waste disposal system shall not cause a nuisance or any other contamination. The Association Board shall authorize inspection by qualified personnel of any Lot reasonably suspected of being in violation of this paragraph and direct any owners to correct any continuing faulty or non-functioning individual waste disposal system.

- J. It is recognized that uncompleted buildings in the Timberlake Subdivision where homes are on large Lots, are often the subject of vandalism, often constitute an attractive

nuisance and may adversely affect property values and affect the public morals. No building shall remain uncompleted for a period of more than one year from the date of the commencement of construction of the building. Within one year from the date of commencement of the building or the date of excavation, the owner shall rough-grade and backfill the Lot and stabilize the surface to prevent soil erosion.

8. PLANS, SPECIFICATIONS AND APPROVAL

- A. All buildings, dwellings, fences, walls or other structures constructed or erected in Timberlake Estates shall be approved prior to construction, in writing, by the Building Committee, as to placement, landscaping and design. In all cases, architectural design and construction methods must be approved by the Building Committee prior to commencement of construction in an effort to assure relatively high standards in Timberlake Estates.
- B. Whether or not provision therefore is specifically stated in any conveyance of any Lot, the owner or occupant of each and every Lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no dwelling, building, wall, fence or other structure shall be placed upon such Lot unless and until the plans and specifications therefore and plot plan have been approved, in writing, by the Building Committee. Each such dwelling, building, wall, fence or structure shall be placed on the Lot only in accordance with the plans and specifications and plot plans so approved.
- C. Prior to the commencement of any construction of any building, structure, or driveway, a survey prepared by a licensed Illinois surveyor shall be submitted to the Building Committee of the Association, along with architectural drawings (which shall include floor plans, elevations, wall section and site plans) all prepared and certified by an architect licensed by the State of Illinois. The survey shall indicate the location of all wells and individual waste disposal systems for all adjacent properties. It is highly recommended that the property owner submit such preliminary plans as such owner wishes for informal review by the Building Committee before submission of the architectural drawings referred to above. The requirement of certification by an architect licensed by the State of Illinois may be waived, at the discretion of the Building Committee, for minor remodeling or restoration projects that do not involve the construction, reconstruction, removal or addition of integral structural members of the building, foundation, load-bearing wall or floor, roof, or exterior wall
- D. An owner of a Lot shall submit the following documents to the Building Committee requesting approval thereof.
 - 1. Three sets of drawings of the proposed structure showing, at a minimum, floor plans, elevations of all views of the structure, exterior finishes, roofing type, landscaping, driveway location, culvert type and size, exact location of the structure and exterior color scheme on the Lot and fence or wall details.
 - 2. Three sets of the proposed grading and landscape plan for the Lot.

3. Three sets of architectural specifications for the above.
 4. A copy of the individual septic disposal permit from the Lake County Health Department and the approved septic system layout.
 5. The address for mailing the determination of the Building Committee.
- E. All submittals shall contain sufficient detail to procure a building permit thereon, and such additional detail as may be required by the Building Committee. The Building Committee shall meet within thirty (30) days of the date the plans shall have been submitted for approval to review plans and specifications and other materials submitted by the applicant, and render its written approval or rejection thereof. The deposit of such approval or rejection in the U.S. mail to the designated address, postage prepaid, shall be sufficient notice of such determination.
- F. The Building Committee's approval or disapproval on matters required by this declaration shall be by majority vote of the Committee. A report, in writing, setting forth the decisions of the Committee and the reasons thereof shall be transmitted to the applicant by the Building Committee within 30 days after receipt of all necessary documentation from the applicant. The Building Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.
- G. Said plans and specifications shall be approved by the Building Committee of the Association prior to beginning of any construction. Said Building Committee shall examine said plans relative to their compliance with all applicable State, County or other governmental requirements and restrictions, and the covenants contained herein, and as to harmony of exterior design with existing structures. The Association shall have the right to submit said plans and specifications to an outside professional for review to determine conformance with applicable codes or industry standards, and the applicant shall be responsible for the reasonable cost of the professional review. Said Building committee shall have jurisdiction to review such plans and specifications as to all new structures, additions and structural remodeling. Said Building Committee shall be appointed pursuant to the Bylaws of the Association. The Committee shall approve or disapprove any request for approval within 30 days after written submission of all required documents and such approval or disapproval shall be in writing. The owner shall not commence any construction until the Building Committee has formally approved the plans in writing. In the absence of any writing from the Building Committee, the plans shall be considered as not approved. The Building Committee shall retain one set of plans and specifications until construction is completed.
- H. Refusal of approval of plans and specifications by the Building committee may be based on any grounds, including purely aesthetic or environmental concerns, which in the sole

discretion of said Building Committee shall be deemed sufficient. Any person having an interest in the subject matter may appeal from the decision of the Building Committee within 15 days to the Association Board. The action of the Association Board shall be final and binding on all parties

9. REMEDIES

- A. If the parties hereto, or any of them or their heirs, assigns, or successors in title, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any Lot in Units #1 and 2 of Robert Bartlett's Timberlake Estates, or the Association Board, to institute any proceedings at law or in equity against the alleged violator or violators, seeking to prevent such violations, or to recover damages, or both. Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner, or by the Association, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. In addition to all other amounts due on account of said violation or attempted violation, the prevailing party shall be entitled to collect from the other party or parties all reasonable attorneys' fees and court costs incurred by the prevailing party. Failure of any owner, or the Association, to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.
- B. The Covenants herein set forth shall run with the land and bind Association, its successors, grantees and assigns, and all parties claiming by, through, or under them. The Association and any owner shall each have the right to sue for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages.
- C. Except as otherwise provided herein, wherever there shall have been built or exists on any Lot in Timberlake Estates any dwelling, structure or condition which is and remains in violation of the Covenants set forth herein, for a period in excess of thirty days after receipt by the owner of such Lot of written notice of such violation, then the Association shall have in addition to other rights set forth herein, the right to apply to a court of competent jurisdiction and obtain a court order authorizing the Association or other persons authorized by it, the right to enter upon property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass or conversion. The Association shall have no right of entry absent a valid and enforceable court order issued by a court of competent jurisdiction after notice and opportunity to be heard. All costs incurred, including reasonable attorneys fees, shall become a valid and enforceable lien upon the property where the violation or condition existed. In no event shall the failure of Association to enforce any of the Covenants herein set forth as to any violation be deemed to be a waiver of the right to do so as to any violation nor shall such failure entitle any owner to claim, sue for or receive any damages or other payment from Association.

- D. Each Lot owner, except the Association, by acceptance of a deed for the Lot, whether or not it shall be expressed in such deed, and Covenants agrees to pay to the Association the annual or monthly assessments or charges, and any special assessments for capital improvements, such assessments to be established and collected as provided in the Association Bylaws. The annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also be the personal obligation of the person who was the owner of such property at the time the assessment became due and payable.
- E. In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of twelve (12%) percent per annum from the due date thereof to the date of payment, and the Association shall have a lien on each Lot against which such assessment is levied to secure payment thereof, in the principal amount owing plus interest, reasonable attorneys fees and collection costs. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, and/or as a lien on said real estate. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a processing fee of \$25.00, plus actual costs incurred, which fee is hereby declared to be part of the collection costs. No lien for assessments shall create an enforceable personal obligation against a bona fide purchaser for value without notice of the unpaid assessment, unless such purchaser has actual notice of the unpaid assessment, or a notice thereof has been recorded with the Recorder of Deeds before such purchaser acquires an interest in the assessed property.
- F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding sections. No sale or transfer shall relieve such Lot owner from liability for any assessment then due and owing, or relieve such Lot from the lien for any assessments then due and owing, or thereafter becoming due.
- G. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his Lot.

10. DECLARATION OF EASEMENTS

- A. The parties hereto do not, by this document, intend to amend, affect, change or abrogate certain "Declaration of Easements" dated November 15, 1952 executed by Robert Bartlett, as trustee under that certain trust agreement dated December 15, 1952 and known as Robert Bartlett Realty Company (not incorporated) Trust Agreement, recorded on November 20, 1952 in Book 1143 of Records, page 117 as document number 775105 by the Recorder of Deeds in Lake County. Said Declaration of Easements provides, in part, as follows:

NOW THEREFORE, for and in consideration of the premises and for the use and benefit and in favor of the owner or owners from time to time of all Lots in Timberlake Estates Unit #1 and Timberlake Estates Unit #2, the undersigned does hereby grant, declare, reserve and consent to the following easements:

1. An easement in, over and upon that part of Lots 122A, 123A, 124A, 125A, 126A, 127A, 134A, 135A, 136A, 137A, 138A, 139A, 140A, 147A, 148A, 149A, 152A, 153A, 154A, 155A, 156A, 157A, 158A, 159A, 160A, 161A, 162A, B1 and C1 in Timberlake Estates Unit #2, which is from time to time covered by the waters of Timberlake, for the Purposes of bathing, swimming, fishing, skating, and boating (other than in motor boats not powered by electricity) provided, however, that no right, privilege or use for any purpose whatsoever at any time is herein granted in or to the shore or shoreline of or on any Lots in Timberlake Estates Unit #2 except such as is granted in and by paragraph 2 hereof in and to Lot C in Timberlake Estates Unit #2, the use of such shore or shoreline (except as to said Lot C) being hereby expressly limited to the owner or owners from time to time of the Lots in said Subdivision having a shore frontage.
 2. An easement in, over and upon Lot C in Timberlake Estates, Unit #2, for and as a park and playground and for bathing, swimming, fishing, boating and parking of automobiles and as a means of access to and egress and ingress to and from that part of Lots 122A, 123A, 124A, 125A, 126A, 127A, 134A, 135A, 136A, 137A, 138A, 139A, 140A, 147A, 148A, 149A, 152A, 153A, 154A, 155A, 156A, 157A, 158A, 159A, 160A, 161A, 162A, B1 and C1 in Timberlake Estates Unit #2 which is from time to time covered by the waters of Timberlake.
 3. No use shall be made of said Lots 122A, 123A, 124A, 125A, 126A, 127A, 134A, 135A, 136A, 137A, 138A, 139A, 140A, 147A, 148A, 149A, 152A, 153A, 154A, 155A, 156A, 157A, 158A, 159A, 160A, 161A, 162A, B1 and C1 or of said Lot C in Timberlake Estates Unit #2, by the owner or owners from time to time thereof or by any person whosoever inconsistent with or in any manner harmful or prejudicial to the easements herein created and reserved.
- B. Every owner shall have a right and easement of enjoyment including, without limitation, the right of pedestrian ingress and egress, in and to the "common areas" which shall be appurtenant to and shall pass with the title to every Lot. This right and easement shall also be deemed granted to the Association and the Lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common area" means and refers to the common open space and public utility easements, all maintained for the common use, enjoyment and mutual benefit of the Lot owners as herein above stated. The right of enjoyment is subject to the right of the Association to suspend the voting rights of a Lot owner for any period during which any assessment against his Lot remains unpaid.
- C. There shall be no physical partition of the common areas or any part therefore, nor shall

any person acquiring any interest in the Property have the right of judicial partition. This section does not prohibit the governing body of the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

11. GENERAL PROVISIONS

- A. The Association Board is authorized to request and accept funds from any private source, foundation, corporation, local, state or federal governmental agency.
- B. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of ten years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years so long as the real property subject to this Declaration remains a residential subdivision.
- C. 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.
- D. This document may be executed in two or more counterparts which shall together be effective as one document.