

MARY ANN STUKEL

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Will County Recorder

Will County

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Recording Fees:

38.00

**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, RESERVATIONS, EQUITABLE
SERVITUDES, GRANTS AND EASEMENTS**

OF

TIMBERS EDGE

Owner's Address:

**Slager-Tieman, Inc.
229 White St.
Frankfort, IL 60423**

**This Instrument Prepared By
and Mail To:**

**Lyman C. Tieman
Attorney at Law
229 White St.
Frankfort, IL 60423**

Developer's Address:

**Slager-Tieman, Inc.
229 White St.
Frankfort, IL 60423**

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, EQUITABLE
SERVITUDES, GRANTS AND EASEMENTS
OF
TIMBERS EDGE
("DECLARATION")

The undersigned, **SLAGER-TIEMAN, INC.**, an Illinois Corporation, being the Owner and Developer of the real property included within the Plat of Timbers Edge ("Development") and described herein as follows, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

PINS:

hereby incorporates this Declaration into said Plat and makes the same a part hereof.

WITNESSETH:

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting such Development, the Developer hereby declares that all of the real property described in Exhibit A and each part thereof, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and setback lines which constitute covenants running with the land and which shall be binding upon the respective Owners of said Lots or tracts, their heirs, executors, administrators, successors, grantees, leasees and assignees and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. Association shall mean and refer to **Timbers Edge Homeowner's Association, Inc.**, an Illinois Not-For Profit Corporation.

Section 2. Common Area shall mean those parcels, lots, easements and improvements for landscaping, drainage, storm water detention, open area, ponds, signs and entranceway reserved to the Association and/or the Developer, whether for the exclusive use of the Developer or for the non-exclusive common use and enjoyment of the Owners of Lots as shown on the recorded Subdivision Plat of Timbers Edge.

Section 3. Developer shall mean Slager-Tieman, Inc. an Illinois Corporation, its successors and assigns, if any such successor or assignee acquires the undeveloped portion of Timbers Edge from the Developer for the purposes of Development.

Section 4. Lot shall mean and refer to any Lot or other tract in Timbers Edge together with any and all improvements, thereon shown on the recorded Plat of Timbers Edge referred to above, on which a residential structure could be constructed, whether or not one has been constructed.

Section 5. Maintenance shall mean the exercise of reasonable care to keep the common area, entranceway, landscaping and other related improvements in a condition comparable to their original condition.

Section 6. Timbers Edge shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration and any supplemental declaration and shall include the real property described in said preamble.

Section 7. Member shall mean every person or entity holding membership in the Association.

Section 8. **Owner** shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Development, including the Developer, and including contract sellers, but no including contract purchasers.

Section 9. **Turnover Date** shall mean the date the Association is turned over to the Members, which date shall be the first to occur of the following events: i) voluntary turnover by the Developer to the Members, ii) 60 days after the date that 80% of all lots have been transferred from Developer to Owners, iii) Seven (7) years from the date of recording this Declaration.

ARTICLE II

PROPERTY RIGHTS

The Association shall have the right to own the parcels, Lots, easements and improvements constituting the Common Area and shall have the obligation, in perpetuity, to maintain the Common Area, whether the Common Area is located on private property or in public rights-of-way; including but not limited to storm water detention easements, entrance ways, wetland maintenance in accordance with the approved plans.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer, at all times so long as it owns all or part of the property subject to this Declaration, shall be a Member of the Association provided that any such persons or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have one class of membership. Until the Turnover Date, Developer shall have all voting rights in the Association, including the right to adopt By-Laws and Rules and Regulations of the Association.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENT

Section 1. Creation of Lien and Personal Obligation of Assessment. The Developer, for each Lot owned by it in Timbers Edge hereby covenants and each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum, and cost of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment, or otherwise.

Section 2. Purpose of Assessment. The annual and special assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Area.

Section 3. Annual Assessments. The annual assessment, excluding any special assessment for capital improvements or major repairs, shall be by the Board of Directors of the Association, which shall be determined in accordance with the projected

financial needs of the Association as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in Timbers Edge.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to the annual assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, re-construction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, provided that any such assessment shall have the approval of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days in advance, and which shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the first day of the month, or as fixed by the Board of Directors of the Association to be the date of commencement following the sale of a Lot by the Developer to a bonafide Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date of any assessment shall be fixed in the resolution authorizing such assessment and such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board of Directors of the Association.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by the Owner and the Developer. Written notice of the assessment shall be sent to every Owner and the Developer not later than seven (7) days after fixing the date of assessment thereof. The Association shall, on demand, and for reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an

officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association shall be entitled to charge a reasonable fee for said certificate.

Section 8. Effect of Non-Payment of Assessment. The Lien, Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon, and the cost of collection thereof including reasonable attorney's fees, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives and assigns, and shall also be a continuing personal obligation to the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of any such action including reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessment for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any purchase money mortgage, first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No such sale or transfer or proceeding in lieu of foreclosure shall relieve any Lot(s) from liability of any assessments thereafter becoming due, nor from the lien of any subsequent

assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

ARTICLE V

ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE DEVELOPMENT

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, deck, gazebo, landscape device or object structure or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Board (ARB). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. No foundation shall be poured nor shall construction commence in any manner or respect until the layout for the structure is approved by the ARB.

Section 2. Architectural Review Board. The Architectural Review Board shall consist of three (3) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Timbers Edge. Members of the ARB as to whom the Developer may relinquish the right to appoint, and all members of the ARB after the Developer no longer owns at least one Lot in Timbers Edge shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business

at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors, except that the Developer, to the exclusion of the Board of Directors, shall fill any vacancy created by death, resignation, removal or other termination of services of any member of the ARB appointed by the Developer.

Section 3. Powers and duties of the ARB. The ARB shall have the following powers and duties:

A. To adopt from time to time modifications and/or amendments to this Declaration. Any modification or amendment to the Declaration shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the ARB and approved by the Village of Frankfort (Village). Notwithstanding the above, Village approval shall not be required for any amendments which pertain to the internal operation or organization of the Association.

B. To require submission to the ARB of two (2) site grading plans and complete sets of all plans and specifications drawn by a licensed architect or structural engineer for any improvement or structure of any kind, including, without limitation, any building, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, structure or other improvement the construction or placement of which is proposed upon any Lot in Timbers Edge. The ARB may review and preapprove preliminary plans of a proposed Owner prior to the submission of plans and specifications from an architect with the final review and approval contingent upon submission of plans and specifications from a licensed architect provided for herein. The ARB may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration including but not limited to, a site plan showing location of the buildings and improvements including fences, gas or electric yard light and other structures upon the Lot. The ARB shall encourage the use of natural siding materials, such brick, stone and wood. The use of aluminum, vinyl, plywood,

pressboard or more than 20% wood or other similar materials as siding is prohibited. The ARB may in its sole discretion waive or modify this requirement when the ARB determines that unique architectural features warrant.

C. The ARB shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the ARB:

a. Such construction plans are not in accordance with all of the provisions of this Declaration.

b. If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures or the character of the Development; or

c. If such construction plans as submitted are incomplete; or

d. If the ARB deems the construction plans or any part thereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare, or right of all or any part of the real property, subject hereto, or the Owners thereof, or of the adjacent property Owners, all in the sole and uncontrolled discretion of the ARB; or

e. If the ARB shall, within its sole and unlimited opinion and discretion, deem the construction plans or any part thereof or the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the Development.

f. If the roof lines and/or elevations and/or color scheme are too monotonous when considered in the context of other residences in the Subdivision.

The decisions of the ARB shall be final. Neither the Developer nor any architect or agent of the Developer nor any member of the ARB shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans.

ARTICLE VI

USE RESTRICTIONS AND BUILDING REQUIREMENTS

Section 1. Single Family Residential Buildings Only. No manufactured or prefabricated homes shall be allowed. No business or profession of any nature shall be conducted on any Lot or in any residence constructed on any Lot in this Development, except the business and sale of Lots and houses in the Development constructed by Developer and its successors or assigns, and except home occupations which are permitted by Village of Frankfort Zoning Regulations and which do not involve employees working out of said business or profession who are not Owners of said Lot. No retail trade or business shall be transacted from said home occupation. Except as provided herein, no advertising signs shall be placed on any Lot or dwelling advertising any home occupation. None of said Lots as originally platted shall be divided or resubdivided except for the purpose of combining portions thereof with adjoining Lot or Lots provided that no additional building site is created thereby. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s), shall be and become proportionately attributable to the divided or subdivided Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated.

Any single ownership or single holding by any person or persons which comprises the whole of one of said Lots (as originally platted and subdivided) and a part or parts of one or more adjoining Lots shall, for all purposes of this Declaration, be deemed to constitute a single Lot upon which only one residential building may be erected, constructed or allowed to exist.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in a residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of any entire residence as a single unit to a single family.

Anything to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the Developer or its successor or assigns from erecting a

single-family residential building or buildings on any Lot or Lots in the Development and using and maintaining such buildings as a sale office, model home, business office, storage area, construction area, for the purpose of the sale of the lots or homes in the Development and any adjoining property. Notwithstanding the covenants and restrictions contained in this section, a residence may contain an office only if said office is used for wholesale trade transacted off the residential premises.

Section 2. Three (3) Car Garage Required. As appurtenant to the residential building permitted by Section (1) hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than three (3) standard size American-made automobiles shall be constructed or erected, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway or be architecturally designed to compliment the main residence, provided the same is approved by the ARB. Such garage shall not be used at any time as a residence, whether temporary or permanent. Such garage shall, in architectural design and in proportionate construction cost, conform to said residential building. No carports will be permitted. All garages larger than 3 bays in width shall be side-loaded.

Section 3. Minimum Living Area. In addition to all other requirements in this Declaration, the following shall be the minimum sizes for the homes in this Development, unless the ARB has an opinion of extraordinary circumstances that would justify a waiver of such requirements:

(a) A one-story residence shall contain at least Twenty Eight Hundred (2,800) square feet living area, exclusive of garage, breezeway, porches and basement.

(b) A two-story residence shall contain at least Thirty Two Hundred (3,200) square feet of living space of which at least two thousand (2,000) square feet of living area on the first floor exclusive of garage, breezeway, porches and basement.

It is specifically declared that although a residence sought to be erected on any Lot in this unit may conform to or exceed the minimum square foot living area requirements set out in this subparagraph, if such residence does not conform to all of the requirements of this Declaration, the ARB may disapprove of such construction plans.

Section 4. No Accessory Building, Out Buildings, Campers, Trailers, Etc.

No temporary or accessory houses, sheds, campers, habitable motor vehicles, boats, trailers, barns, tents, stands, recreational appurtenances, shacks, basement or other structure or building of an accessory or temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time as a residence either temporarily or permanently and no residence erected on any Lot shall be occupied in any manner at any time prior to its full completion and issuance of occupancy permit in accordance with approved plans as hereinabove provided.

Section 5. Signs. No advertising or signs of any type or character, including "for sale" signs, shall be erected, placed permitted or maintained on any Lot other than a name plate of the occupant and a street number not exceeding 2' x 1' in size. This provision shall not apply to any sign which the Developer may erect identifying and/or advertising the Development and adjoining land or any model homes which may be deemed necessary by the Developer for the operation and sale of the Development and adjoining property or any house or any Lots therein, which said signs only the Developer may erect and maintain.

Section 6. No Trucks, Campers, Etc. to be kept on any Lot or on any Street. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street, right-of-way or easement or common area. No trucks exceeding $\frac{3}{4}$ ton in weight, truck-mounted campers, aircraft, recreational vehicle, commercial vehicle, boat, trailer, snowmobile, motor homes, trailers, house trailers, buses, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any of the Lots in the Development unless housed or garaged completely in a structure which complies with this Declaration and which has been architecturally approved by the ARB so as to fully screen them from view from the streets and from neighboring yards. Nothing herein contained shall prohibit the temporary storage of boats, campers or recreational vehicles in driveways of any Lot for the purposes of loading or unloading same provided they are not stored for a period of time in excess of 48 hours.

No type of commercial vehicle shall be parked outside any garage on any Lot in the SUDIVISION: provided, however, that commercial vehicles may be so parked when same are engaged in delivery or service to any residence located in the SUBDIVISION.

Section 7. Junk, Machinery and Materials. No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot so they are visible from the streets or any neighboring Lot, except as necessary during the period of construction of a building thereon.

Section 8. Animals. No more than two (2) dogs, cats, or other bona fide household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and provided they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the Development. Any pets which cause objectionable noises or otherwise constitute a nuisance or inconvenience in the judgment of the ARB shall forthwith be removed from the premises by the person having custody of the same.

Section 9. Fences, dog runs and Approval Required. No fence shall be constructed on any Lot in the subdivision except as herein provided:

(a) Fences will not be allowed except where such fence is required by Village Ordinance (i.e. swimming pools, etc.). In such case the ARB shall only allow the enclosure of an area of sufficient size to incorporate the intended use.

(b) No fence shall be constructed without the prior written approval of the ARB.

(c) All fences shall be of uniform style, height, color and construction material as established by the ARB. The ARB shall establish a design standard of wrought iron or aluminum equivalent.

(d) No fence shall be located closer to the street than the rear of the dwelling unit, and, in the case of corner Lots, no fence shall be located closer to the street than the rear of the dwelling unit and the side of the dwelling unit closest to the street.

(e) No fence shall extend beyond the side and rear setback lines as established by the Plat of Timbers Edge.

(f) All fences shall be maintained by the Lot Owner in a condition that is comparable to the condition when new and shall not be permitted to deteriorate or become unsightly due to weathering or neglect.

Section 10. Driveway Requirements. No residence or building erected or placed on any Lot in the Development shall be occupied in any manner at any time prior to the installation and construction thereon by the Owner thereof (at the Owner's sole expense), of a concrete or brick driveway from the street to the garage. However, this requirement may be extended by the ARB for a period not to exceed one hundred twenty (120) days in the event such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway. No driveway, sidewalk, walkway, private road or drive shall be constructed or allowed to exist on any Lot in the Development unless it shall be surfaced with concrete or brick; provided however, that slabs of stone, exposed aggregate concrete or like materials may be used only upon the express written consent of the ARB.

Section 11. Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of an for Timbers Edge.

Section 12. Roofs. Flat roofs shall not be permitted. No built-up roofs shall be permitted. The composition of all pitched roofs shall be cedar shake shingle or other composition approved by the ARB. Roofs shall have a pitch of at least 8/12.

Section 13. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Concrete blocks shall not be permitted on the exterior of any building. The ARB shall discourage the use of imitation material for facades and encourage the use of materials such as brick, stone, wood or a combination of the foregoing. The use of stucco material shall be limited to accent features only, and shall not be used on the first floor of any structure. The entire first floor level shall be approved brick or stone construction.

Section 14. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located behind the front of the dwelling.

No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereof, and any such structure must have prior approval of the ARB. Batting cages are prohibited. All outdoor play facilities and furniture shall be maintained in "like new" conditions so as not to create an eyesore or become a nuisance to neighbors.

Section 15. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 16. Lawn and Landscaping. Within ninety (90) days after a residence is occupied or within such additional time as the ARB may allow due to seasonal requirements, the Owner shall establish a lawn and complete the landscaping plan which shall be approved by the ARB. Prior to occupancy, Owner shall install three (3) street trees at least 2 ½" diameter of a variety approved by the ARB. The ARB may establish a reasonable bond be posted by the Owner to insure completion of landscaping in accordance with this provision. Front yard shall be sodded. Side and rear yards may be seeded.

Section 17. Curbside Mailboxes. In the event curbside mailboxes (boxes not attached to a residence) are required for delivery of the U.S. Mail in the Development, the Owner of each Lot upon which a residence shall be constructed shall install, erect or place on such Lot or within any other Lot or any right-of way in the Development only such a mailbox or receptacle as the ARB shall approve. Under no circumstances shall non-decorative, rural curbside mailboxes (sometimes referred to as U.S. 1, 1-1/2 or 2 etc.) be installed anywhere in the Development. The street number shall be affixed to the mailbox. A standardized style shall be established by the ARB in order to maintain the character of the community.

Section 18. Weed Cutting and Clean Up. Each Lot shall at all times be kept in a clean and sightly condition at all times, including periods of construction. No trash, litter, junk, boxes, containers, bottles, or cans shall be permitted to collect or remain exposed on any Lot, except as necessary during the period of construction. In the event that any Owner shall fail to keep his Lot free of weeds, underbrush, refuse piles or other unsightly growths or objects, then the ARB or Association may enter upon said Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass.

Section 19. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, moved, or otherwise destroyed without the prior express written consent of the ARB.

Section 20. Artificial Vegetation: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

Section 21. Clothes Drying Area. No portion of any Lot or Common Area shall be used a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on the Lot.

Section 22. Rubbish, trash and Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or on the Common Area, except in enclosed containers provided by the Trash Hauler, located in appropriate areas concealed from public view and trash receptacles shall not be placed at curbside for pickup more than 12 hours prior to pickup.

Section 23. Hedges and Walls. No hedge, wall or other dividing instrumentality over five (5) feet high in height, measured from the ground on which it stands, shall be constructed or maintained on any Lot unless approved by the ARB.

Section 24. Nuisances. Nothing shall be done or maintained on any Lot or on the Common Area which may be or become a nuisance to the Development. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 25. Window Air Conditioning Units. No window air conditioning units shall be permitted.

Section 26. Swimming Pools and Tennis Courts. No above ground swimming pools shall be allowed. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

A. Composition to be of material thoroughly tested and accepted by the industry for such construction.

B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;

C. No screening of pool area may stand beyond a line extended and aligned with the sidewalls of the dwelling unless approved by the ARB;

D. Pool screening may not be visible from the street in front of the dwelling;

E. Location and construction of tennis and badminton courts must be approved by the ARB; and

F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

Section 27. Commencement of Construction. Unless extended in writing by Developer, Owner shall commence construction no later than one year from the date of purchase. The work of constructing, altering or remodeling any building on any said Lot shall be prosecuted diligently from its commencement until the completion thereof. Unless otherwise specifically authorized in writing by the ARB, the complete exterior structure or shell, not including finished exterior wall materials, (e.g. brick, stone or other approved material), must be completed and erected and constructed within ninety (90) days after the date construction of any residence shall have been commenced. The completed shell (including the roof and all exterior walls) covering on every building or residence commenced to be constructed in the Development shall be completed within six (6) months after the date of commencement of such building. The effect of this provision shall be to require that on the exterior and from neighboring lots each residence shall appear completed within said six (6) months.

Section 28. Antennae, Towers, Satellite Dishes. No antennae, towers or satellite dishes over 18" diameter shall be allowed.

Section 29. Use of Common Areas. Common areas shall be used by Owners and their guests and invitees only and all use of the Common Areas shall be governed by Rules and Regulations promulgated by the Association, except that Common Areas in public rights of way may be used by the public at large. No docks, boats, inflatable rafts shall be constructed or utilized in any detention pond. All use of the detention ponds shall be governed by rules promulgated by the Association.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration for Remedies for Violation. This Declaration shall run with and bind the property, and shall inure to the benefit of and be enforceable by the Developer, their respective legal representatives, heirs, successors and assigns. Violations or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the Subject Property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigations shall include reasonable attorney's fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Owner's Obligation to Maintain and Repair. Each Owner shall, at his sole cost and expense, maintain and repair his residence and Lot, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

Section 3. Damage During Construction. Each Owner shall be responsible for any damage to public improvements or damage to Common Areas during the

construction of their residence and shall promptly repair at their expense any damage to said public improvements or Common Area. Failure to make repairs upon notice shall constitute authorization for the Association to make said repairs and to lien Owner's Lot for the cost of said repairs.

Section 4. Notices. Any notices requiring to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Severability. The invalidity of any Section of this Declaration shall not impair the validity of any other section or paragraph. If any provision of this Declaration is determined to be unenforceable, such provisions shall be determined severable and the Declaration may be enforced with such provision severed or as modified by court order.

Section 6. Governing Law. The Declaration shall be deemed to have been executed, delivered and accepted in the State of Illinois and shall be construed pursuant to and in accordance with the laws of the State of Illinois.

Section 7. Amendment. The Declaration may be amended at any time and from time to time upon the execution and recordation of any instrument executed by the Owners holding not less than two-thirds (2/3) of the voting interest of the membership, by the ARB or by the Developer, provided that so long as Developer, is the owner of any Lot or any property affected by this Declaration, or amendment, thereto, no amendment will be effective without the Developer's express written consent. Except as provided in Article V, Section 3.A., no amendment or revision of this Declaration shall be effective unless the same is approved in writing by the Village.

Section 8. Village's Common Area Lien Rights. In the event the Association or a Lot Owner does not comply with the terms of this Declaration, then, after twenty-one (21) calendar days' notice by the Village to the noncompliant party, the Village shall have the right but not the obligation to enforce the terms of this Declaration. Any actual funds that the Village expends or costs that the Village incurs in enforcing the terms of this Declaration, including but not limited to attorneys' fees, shall be reimbursed by the noncompliant party. The Village shall have the right to lien the property of the

noncompliant party and enforce said lien to the full extent allowed by law, including but not limited to foreclosure of the same.

Section 9. Grants of Easements to the Village. The Village is hereby granted an easement along, in, over and on the Common Areas for the purposes of accessing the same and, in the event the Association is not fulfilling any or all of its duties pursuant to this Declaration, maintaining, replacing and repairing the structures, lawn and / or landscaping within the Common Areas. With exception to emergency situations, this easement shall not be used by the Village until the Village has provided the Association with fifteen (15) days' notice to address the subject matter of the notice. This easement shall be perpetual and shall run with the Common Areas.

Section 10. Maintenance Reserve Fund. At the time of the initial closing of the sale of a Lot, the Lot Owner shall make a nonrefundable and nontransferable deposit of Three Hundred Dollars (\$300.00) per Lot, for each Lot purchased by said Lot Owner, into a Fund to be established at a banking institution with offices in the Village of Frankfort. Said bank shall agree to be bound by the terms of this Declaration by noting said terms, including the recorder's document number reflected on this Declaration in the account records. In addition to all rights set forth herein the Village shall be entitled to be fully and immediately reimbursed for any and all of its actual costs incurred under any of the terms of this Declaration by presenting the following documentation to the banking institution:

- (a) a letter setting forth the nature of the default of the Association, which includes an itemized list of the costs to be reimbursed; and
- (b) proof that the Association has received the letter referenced in paragraph (a) above from the Village and that the Association has been provided with at least then (10) business days to cure the default and has not cured said default within said time period.

Upon presentation of the foregoing, the banking institution shall treat this notice in the same fashion as a draw on a Letter of Credit (and this matter shall be governed by the rules applicable to a Letter of Credit) and shall promptly make payment to the Village in accordance herewith.

At no time shall the monies held in the Fund exceed the sum of Sixty Thousand Dollars (\$60,000). In the event the Fund reaches this sum, the excess shall be turned over to the Association. In the event the funds held in the Fund are insufficient to reimburse the Village for any and all of the Village's costs associated with its performance hereunder, each Lot Owner shall be liable and responsible for the shortfall in equal shares. Co-owners of a Lot shall count as one (1) Lot Owner. The Village shall have the right to place a lien on any on all Lots of Lot Owners that do not contribute as required hereunder and to foreclose on said lien(s).

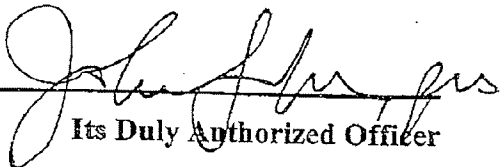
In the event that all of the Common Areas cease to be Common Areas, meaning that title to the same is conveyed to a governmental entity, individual or an entity other than a homeowners' association, the money in the Fund shall be distributed by the Association to the then Lot Owners. Such distribution shall be calculated by dividing the money in the Fund by the total number of Lots and each Lot Owner shall be entitled to their share based on this per lot dollar amount. Co-owners of a Lot shall count as one (1) Lot Owner. After twenty (20) years from the recording date of this Declaration and upon written request of the Association, the Village shall distribute all the money in the Fund to the Association, which the Association may, in its sole discretion, distribute in equal shares to the Lot Owners (as described above in this paragraph) or retain in the name of the Association to assist with payment of the Association's duties and responsibilities.

Section 11. Effective Date. This Declaration shall become effective upon its recordation in the Office of the Recorder of Deeds, Will County, Illinois.

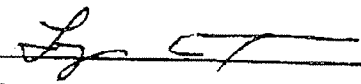
IN WITNESS WHEREOF, the Owner/Developer has caused these presents to be executed this 10 day of Sept, 2003.

OWNER:

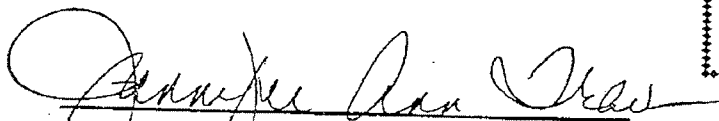
Slager-Tieman, Inc.

By: 
Its Duly Authorized Officer

Attest:


Secretary

Subscribed & Sworn to before me this 10 day of Sept, 2003.


Notary Public



DEVELOPER:

Slager-Tieman, Inc.

By: _____

J. Slager
Its Duly Authorized Officer

Attest:

J. A. Tieman

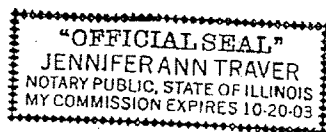
Secretary

Subscribed & Sworn to before me this

10 day of Sept, 2003.

Jennifer Ann Traver

Notary Public



This Instrument was prepared by:

LYMAN C. TIEMAN
229 WHITE ST.
FRANKFORT, IL 60423

DEVELOPER:

Slager-Tieman, Inc.

By: _____

[Handwritten Signature]
Its Duly Authorized Officer

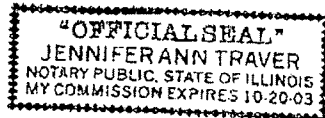
Attest:

[Handwritten Signature]
Secretary

Subscribed & Sworn to before me this

10 day of Sept, 2003.

[Handwritten Signature]
Notary Public



This Instrument was prepared by:

LYMAN C. TIEMAN
229 WHITE ST.
FRANKFORT, IL 60423

EXHIBIT A

LEGAL DESCRIPTION

TIMBERS EDGE PHASE ONE BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTH HALF OF 640 ACRES RESERVED FOR THE CHILDREN OF JOSEPH LAFRAMBOISE, OTHERWISE KNOWN AND DESCRIBED AS THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, ACCORDING TO THE PLAT RECORDED SEPTEMBER 10, 2003 AS DOCUMENT NO. R2003-224644.

PART OF PINS: 09-36-100-007^{***} AND 09-36-100-008