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CHUCK R. VENVERTLOH
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DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, RESTRICTIONS AND LIENS FOR
TIMBER TRAIL

THIS DECLARATION, is made as of this 8th day of September, 2015 by Mark S. Peter, hereinafter referred to as the "Declarant".

WITNESS THAT:

WHEREAS, the Declarant is the owner of all of the lands contained in the area known as "Timber Trail" (herein "Timber Trail" or "Properties"), as shown and described on the survey plat thereof recorded on September 4, 2015, as Document Number 2015R-07165, in the Office of the Recorder of Deeds in and for the County of Adams, State of Illinois (herein the "Plat"); and,

WHEREAS, Timber Trail consists of the following described real estate:

See Attached Exhibit "A"

WHEREAS, Declarant desires to subject and impose upon the Properties mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement of the real estate located within the Properties and the future Owners thereof;

NOW, THEREFORE, the Declarant hereby declares that, except as otherwise stated herein, the real property located within the Properties shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Properties, established by the Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties as a whole and

of each Lot and parcel situated thereon.

ARTICLE I

DEFINITIONS

A. "Association" shall mean and refer to the Timber Trail Homeowners Association, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Easements, Restrictions and Liens.

C. "Timber Trail Drive" shall mean and refer to the access and public utility easement area shown upon the recorded survey Plat of the Properties.

D. "Plat" shall mean and refer to the survey plat of the Properties recorded on September 4, 2015, as Document Number 2015R-07165, in the Office of the Recorder of Deeds in and for the County of Adams.

E. "Lot" shall mean and refer to a plot of land named and described as a "Tract" as described and shown upon the Plat of the Properties. "Lot 1", "Lot 1A", "Lot 2", "Lot 3", "Lot 4", "Lot 5", "Lot 6", "Lot 7", "Lot 8", "Lot 9" and "Lot 10" herein shall mean and refer to "Tract 1", "Tract 1A", "Tract 2", "Tract 3", "Tract 4", "Tract 5", "Tract 6", "Tract 7", "Tract 8", "Tract 9" and "Tract 10" respectively as described and shown upon the Plat.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

G. "Declarant" shall mean and refer to Mark S. Peter, his successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements, Restrictions and Liens applicable to the Properties recorded in the Office of the Recorder of Deeds, Adams County, Illinois.

I. "Restrictions" shall mean and refer to the restrictions, covenants, conditions, easements, liens and charges described in the Declaration for the benefit and the complement of the Lots in the Properties and the future Owners thereof.

ARTICLE II

RESIDENTIAL CHARACTER OF THE PROPERTIES

A. IN GENERAL:

1.) Every Lot in the Properties hereafter subject to these restrictions is a residential lot and shall be used exclusively for single family residential purposes. No building or structure shall be erected, placed or permitted to remain upon any of said Lots other than one (1) single family dwelling. A single family dwelling may have separate living quarters for housing no more than two (2) separate, but related families. "Related families", for purposes hereof, shall mean families containing persons whom are related by blood, marriage or adoption. A private garage must be provided for each Lot at the time of construction. Other outbuildings may be erected, placed or constructed only after obtaining written consent from the "Architectural

Trustee" hereinafter described. Outbuildings include, but are not limited to, a garage, shed, or other structure which persons may enter or in which goods may be located or stored but does not include a playhouse.

2.) "Family", for purposes hereof, shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption, except that the group may include one (1) person not so related, living together as a single housekeeping unit. Applicable zoning ordinances may impose a more restrictive definition.

B. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED: No dwelling house constructed on any Lot shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Architectural Trustee" hereinafter described, and the decision of that Trustee shall be binding on all parties concerned.

C. DIVISION OF LOTS: Lots may not be redivided.

D. COMMERCIAL: No business or commercial activity shall be carried on in said Properties other than a home occupation employing no more than two (2) persons who do not reside in the home, so long as such home occupation does not result in an increased client, patron or customer vehicle traffic within the Properties.

ARTICLE III

RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF

A. MINIMUM LIVING SPACE AREAS:

1.) Dwellings constructed after August 31, 2015 on any Lot in the Properties shall not exceed the height hereafter stated and shall have the following minimum square footages of living space, exclusive of porches (whether or not enclosed by screens or otherwise), breeze ways, terraces, garages, car ports and other buildings.

2). The dwellings constructed after August 31, 2015 on any Lot shall not exceed two and one-half (2 ½) stories in height. The ground floor area of the dwelling, exclusive of open porches, breeze ways, garage and basement, if any, shall not be less than two thousand (2,000) square feet.

3). The garage to be provided shall contain at least four hundred (400) square feet.

4). A permitted outbuilding shall not exceed one thousand five hundred (1,500) square feet and requires the consent of the Architectural Trustee.

B. SET-BACK REQUIREMENTS: Except as may be otherwise provided in these Restrictions

or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered Lot in the Properties (except fences or walls, the placement of which is provided for hereinafter) nearer to any Lot line than fifty (50) feet, except for Lot 1A which shall be no nearer to its Lot lines than twenty-five (25) feet.

C. FENCES OR WALLS: No fence or wall shall be erected or constructed nearer to the front Lot line than twenty-five (25) feet and no fence or wall shall exceed six (6) feet in height. No chain-link or wire fences are allowed in the front yard of any dwelling.

D. CONSTRUCTION MATERIALS:

1.) The finished exterior of every residence constructed or placed on any numbered Lot in the Properties shall be of brick, stone, stucco, siding or log only.

2.) The dwelling on any Lot shall be of standard construction materials or goods. Mobile homes, prefabricated homes, modular homes, or transportable homes are not allowed to be permanently or temporarily placed in the Properties. No campers or motor homes shall be used as dwellings, except during construction.

E. DILIGENCE IN CONSTRUCTION OR INSTALLATION: The exterior of every building whose construction or placement on any numbered Lot in the Properties is begun shall be completed within eighteen (18) months after the beginning of such construction or placement, unless prevented by weather or Act of God or because of the size or nature of the construction project. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

F. PROHIBITION OF USED STRUCTURES: All structures constructed or placed on any numbered Lot in the Properties shall be new. No used structures shall be relocated or placed on any such Lot, except to the discretion of the Architectural Trustee.

G. MAINTENANCE OF LOTS AND IMPROVEMENTS: The Owner of each Lot in the Properties shall at all times maintain said Lot and any improvements situated thereon in such a manner so as to prevent said Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

1.) Mow said Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.

2.) Remove all debris or rubbish from said Lot.

3.) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said Lot.

4.) Cut down and remove dead or diseased trees from said Lot allowing a reasonable time for heavily timbered areas.

5.) Keep the exterior of all improvements constructed on said Lot in such a state of repair or maintenance as to avoid their becoming unsightly.

6.) Keep and maintain driveways, entrance ways and parking areas following the initial occupancy of a dwelling.

ARTICLE IV

GENERAL PROHIBITIONS

A. IN GENERAL: No noxious or offensive activities shall be conducted on any Lot in the Properties, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Properties.

B. SIGNS: No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

C. ANIMALS: No animals, livestock, swine or poultry of any kind shall be kept, raised, bred or maintained on any Lot in the Properties, except that cats, dogs, horses or fowl may be kept as pets. Only a maximum of four (4) total permissible animals may be kept, no more than two (2) of which may be from the same species (By way of example and not limitation, no more than 2 cats and 2 dogs or no more than 2 dogs and 2 horses or no more than 2 fowl and 2 cats or no more than 1 cat, 1 dog and 2 horses), provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered ferae naturae by law. No animals shall be pastured in the front yard of the dwelling.

D. GARBAGE AND REFUSE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish, garbage or litter. Trash, garbage, litter, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All Lots shall be kept in good and neat appearance, including, but not limited to, cutting grass and weeds, removing all garbage, rubbish and litter, and removing dead or diseased trees.

No inoperable, abandoned, junk or unlicensed (if required to be licensed) vehicles, or other types of junk, scrap, iron, metal or other materials shall be kept or maintained on any Lot. No vehicle may be blocked or jacked for repair or any other reason for longer than a twenty-four (24) hour period.

E. RESTRICTIONS ON TEMPORARY STRUCTURES: No temporary house, trailer, garage or other outbuilding shall be placed or erected on any Lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of construction.

F. PARKING: Boats and recreational vehicles may be located on a Lot but shall be located in a designated parking area out of the view of persons using the roadway in front of the premises.

G. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

H. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at 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 the case of a rounded property corner from the intersection of the street property line extended. No tree 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.

I. NOISE: No activity shall be conducted on any Lot that results in excessive noise that shall become or be an unreasonable annoyance or nuisance to any Owner or occupier of another Lot in the Properties.

J. UTILITIES, AEROBIC TREATMENT SYSTEMS AND OTHER APPARATUS: Each Lot Owner shall be solely responsible for connecting all water and utility lines running from his or her residence located on the Lot to the main water and utility lines provided to or in the Properties. All utility lines and apparatus provided to or in the Properties including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision, communication, internet and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground. Each Lot Owner shall be solely responsible for installing an individual sewage disposal system for such Lot and for repairing, preserving and maintaining any drain pipes and/or sand filters which are used as part of their individual sewage disposal system or to which their individual sewage disposal systems may be connected. Before installation of the individual sewage system, the Lot Owner shall obtain the necessary approval and permits from the Adams County Health Department and such other necessary licensing agencies and shall comply with all local, county, state and federal laws pertaining to individual sewage systems.

ARTICLE V

EASEMENTS

A. GENERALLY: There is located upon the Properties an access and public utility easement area known as Timber Trail Drive as shown on the Plat. The easement shall be used for access, meaning ingress and egress, to Lots 3 through Lots 10 of the Properties and for the location of public utilities servicing the Lots that abut this easement. Declarant, as Owner of Lots 3 through Lots 10 of the Properties as shown on the Plat, hereby grants and reserves unto himself and his successors, assigns, agents, invitees and licensees forever a perpetual nonexclusive sixty-six (66) foot wide access easement and public utility easement for the purpose of ingress and egress over, across, upon and through Timber Trail Drive as shown on the Plat. The right of ingress and egress shall include the right appurtenant thereto to repair, maintain and improve Timber Trail Drive. The easement known as Timber Trail Drive is legally described as follows:

A tract of land lying in and being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 26, Township 1 North, Range 8 West of the Fourth Principal Meridian, Adams County, Illinois and being more fully described as follows:

COMMENCING at a point marking the Southeast corner of the Northwest Quarter of the aforementioned Section 26, said point also being the Southwest corner of the Northeast Quarter of said Section 26; thence South 88 Degrees 55 Minutes 12 Seconds East along the South line of the Northeast Quarter of said Section 26 a distance of 1334.71 feet to a point marking the Southeast corner of the West Half of said Northeast Quarter; thence North 00 Degrees 31 Minutes 47 Seconds East along the East line of the West Half of said Northeast Quarter a distance of 859.66 feet to the POINT OF BEGINNING; thence South 88 Degrees 57 Minutes 34 Seconds West leaving said East line a distance of 294.64 feet; thence North 83 Degrees 13 Minutes 05 Seconds West a distance of 775.74 feet; thence North 26 Degrees 58 Minutes 42 Seconds West a distance of 1152.65 feet; thence with a curve turning to the left with an arc length of 75.98 feet, with a radius of 120.00 feet, with a chord bearing of North 45 Degrees 12 Minutes 15 Seconds West, with a chord length of 74.72 feet, with a delta angle of 36 Degrees 16 Minutes 37 Seconds; thence with a curve turning to the right with an arc length of 308.77 feet, with a radius of 70.00 feet, with a chord bearing of North 63 Degrees 01 Minutes 18 Seconds East, with a chord length of 112.74 feet, with a delta angle of 252 Degrees 43 Minutes 43 Seconds; thence with a curve turning to the left with an arc length of 76.16 feet, with a radius of 120.00 feet, with a chord bearing of South 08 Degrees 47 Minutes 46 Seconds East, with a chord length of 74.89 feet, with a delta angle of 36 Degrees 21 Minutes 52 Seconds; thence South 26 Degrees 58 Minutes 42 Seconds East a distance of 1117.21 feet; thence South 83 Degrees 13 Minutes 05 Seconds East a distance of 735.95 feet; thence North 88 Degrees 57 Minutes 34 Seconds East a distance of 291.94 feet to a point on the East line of the West half of said Northeast Quarter; thence South 00 Degrees 31 Minutes 47 Seconds West along said East line a distance of 66.02 feet to the POINT OF BEGINNING; CONTAINING 3.74 Acres more or less; with the above described subject to that portion now being used for public road purposes and subject to any easements or right of ways of record or not of record if any; the parent tract for the above described is recorded as Document Number 2015R-07129 and Document number 2015R-02868 as recorded in the Adams County Recorder of Deeds office; as per survey during July of 2015 of JEFF C. HART, ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3461.

The easement premises shall be used for ingress and egress to Lots 3 through Lots 10 of the Properties and may be used by any vehicle that is commercially reasonable for the servicing and use of those Lots. The easement premises shall also be used for the location, construction, maintenance, repair (including reconstruction) and operation of all public utilities of every kind and nature which from time to time may be needed to serve Lots 3 through Lots 10. Said easement shall be a perpetual nonexclusive access easement and shall be binding upon the heirs, successors and assigns of the Declarant and further this Declaration and easement shall be recorded and the easement burdens and benefits shall run with Lots 3 through Lots 10 of the Properties.

B. OWNERSHIP OF TIMBER TRAIL DRIVE: The access and public utility easement area known as Timber Trail Drive as shown on the Plat shall be owned in undivided interests by the Owners of Lots 3 through Lots 10 of the Properties subject to the Restrictions stated in this Declaration. Upon the sale or transfer of each such Lot, the Owner(s) shall convey to the purchaser, in addition to fee simple title to each Lot, an undivided interest in Timber Trail Drive subject to the Restrictions stated in this Declaration and shall convey to the purchaser all easement rights granted and reserved unto him in the Declaration including but not

limited to his rights as Owner of such Lot of ingress and egress over, across, upon and through Timber Trail Drive.

C. REPAIR, MAINTENANCE, AND IMPROVEMENT OF TIMBER TRAIL DRIVE: The Declarant has developed Timber Trail Drive and has or will, at his cost, surface with gravel that part of Timber Trail Drive to be used by vehicular traffic. It is essential to the value of Lots 3 through Lots 10 that the private right of way known as Timber Trail Drive as shown on the Plat be properly maintained in good condition so it may be used by vehicular traffic and by utility companies providing utility services to those Lots.

All future costs and expenses including but not limited to labor, time, materials and supplies incurred in connection with the repair, maintenance, and improvement of Timber Trail Drive as may be necessary to keep Timber Trail Drive in good condition shall be shared equally among the Owners of Lots 3 through Lots 10 of the Properties, except that Declarant shall not be required to pay any such costs and expenses unless he owns a Lot that has a dwelling located on it. Repair, maintenance and improvement shall include but not be limited to such activities as grading, filling pot holes, graveling, upgrading, patching, resurfacing, rebuilding, sealing, coating, stripping, clearing of snow and ice, mowing, tree and brush clearing and trimming and other similar work.

To provide for the future sharing of the cost of repair, maintenance and improvement of Timber Trail Drive and for other purposes, the Declarant, as Owner of Lots 3 through Lots 10, has created an unincorporated association to be known as the "Timber Trail Homeowners Association" (herein "Association"). The manner and method of the sharing of such costs are described in Article VIII of this Declaration and the Association Bylaws.

All repairs, maintenance and improvement of Timber Trail Drive shall be undertaken by the Association in the manner and method described in this Declaration and the Bylaws of the Association, except for those repairs or improvements for which a public authority or utility company is responsible. "Utilities" for purposes hereof shall include, but not be limited to, water, gas, electric, community antenna, communications, internet, and similar services provided to Lots and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities. Other than repairs or improvements made by a public authority or utility company, no repairs, maintenance or improvement of Timber Trail Drive may be undertaken except by approval of the Association in the manner and method described in this Declaration and the Bylaws of the Association. Notwithstanding anything in this Declaration or the Bylaws of the Association to the contrary, any repair, maintenance or improvement of Timber Trail Drive in which the total cost exceeds \$20,000.00 must be approved by at least eighty-eight percent (88%) of the votes of members of the Association who are voting in person or proxy at a meeting duly called for this purpose.

All damage caused to Timber Trail Drive by any Lot Owner or his or her invitee(s) that requires repair shall be the sole responsibility of the Lot Owner in question. Such Lot Owner shall immediately reimburse the Association for the costs of repair upon request.

Within the Timber Trail Drive easement, no building, structure, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities,

or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement.

ARTICLE VI

ARCHITECTURAL CONTROL

A. GENERALLY: No building, fence, wall or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Trustee as to harmony of external design with existing structures and compliance with these covenants. It is intended that the Architectural Trustee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the Properties. The Architectural Trustee is also authorized to provide interpretation of these covenants for the benefit of the Properties.

B. ARCHITECTURAL TRUSTEE: The Architectural Trustee is Mark Peter (herein Architectural Trustee). In the event of the death, resignation or inability to act of Mark Peter, a successor trustee may be designated by a simple majority vote of the then Owners of each Lot of the Properties determined as provided in Article X below. The designation of the Architectural Trustee shall be recorded in the Office of Recorder of Deeds of Adams County, Illinois. The Architectural Trustee may designate a representative to act for him or her.

C. PROCEDURES: The approval or disapproval as required in the Declaration shall be in writing. In the event the Architectural Trustee, or the Trustee's designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to the Trustee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. LIABILITY OF TRUSTEE, ETC.: Neither the Architectural Trustee nor any agent, thereof, nor the Declarant, shall be responsible in any way for any defects in any plans specifications or other materials submitted to it, nor for any defects in any work done according thereto.

ARTICLE VII

HOMEOWNERS ASSOCIATION

A. GENERAL MATTERS: The Declarant, as Owner of Lots 3 through Lots 10, has created an unincorporated association known as the "Timber Trail Homeowners Association" (herein "Association"). All subsequent Owners who acquire fee simple title of record to any of Lots 3 through Lots 10 of the Properties shall be a member of the Association (herein "Member").

B. ASSOCIATION'S PURPOSES: The general purposes of the Association are:

1.) To provide for the repair, maintenance and improvement of Timber Trail Drive for access to the Lots of Members.

2.) To enforce all covenants, conditions, easements, restrictions and liens of Timber Trail and the Association.

3.) To provide for the repair and maintenance of any entrance lighting, drainage and entrance improvements, and entrance signs within Timber Trail Drive.

4.) To provide for the reasonable regulation of the use of Timber Trail Drive setting rules for speed limit, parking and other similar categories of use.

C. ASSOCIATION MEMBERSHIP: All Owners who acquire fee simple title of record to any of Lots 3 through Lots 10 of the Properties shall be a member of the Association (herein "Member" or "Members"). Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VIII

COVENANT FOR REPAIR, MAINTENANCE AND IMPROVEMENT ASSESSMENTS

A. CREATION FOR THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Each Owner of Lots 3 through Lots 10 of the Properties by acceptance of a deed or other transfer instrument therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, (2) special assessments for improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided and as provided in the Bylaws of the Association. The Members of the Association may fix, establish and collect the assessments through duly called meetings of the Members or they may delegate that function to the Board of Directors of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. The assessments may be imposed irrespective of whether a dwelling has been constructed on the Lot.

B. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and enjoyment of the residents and Owners of Lots 3 through Lots 10 of the Properties. The assessments shall be levied primarily to pay the costs of the repair, maintenance and improvement of Timber Trail Drive.

C. PROCEDURE FOR ASSESSMENTS: The Bylaws of the Association shall provide for the

procedure to fix, establish and collect the assessments of the Association.

D. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF ASSOCIATION:

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the amount of the assessment, together with interest from the date of delinquency at the rate of nine (9) percent per annum, plus any reasonable attorney's fees necessary to collection, shall automatically become a continuing lien against the Lot of the delinquent Owner. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment or non-use of his Lot.

E. EXEMPT PROPERTY: The following property subject to the Declaration shall be exempt

from all assessments created herein, including (a) all property owned by Declarant; (b) all properties dedicated to and accepted by a local public authority (c) Timber Trail Drive and (d) Lot 1, Lot 1A and Lot 2 of the Properties. However, no land or improvements devoted to dwelling use shall be exempt from said assessments except Lot 1, Lot 1A and Lot 2 of the Properties. Nothing herein prevents an Owner of exempt property from voluntarily agreeing to pay said assessments.

ARTICLE IX

EFFECT OF OWNER'S ACCEPTANCE OF DEED

The Owner of any Lot subject to the Restrictions in the Declaration, by acceptance of a deed or other instrument of conveyance therefore, or the execution of a contract for the purchase thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to accept such deed subject to each Restriction. Further, by acceptance of such deed or other instrument of conveyance, or the execution of a contract for the purchase thereof, the Owner acknowledges the rights and powers of the Declarant and of the Association with respect to these Restrictions and also, for themselves, their heirs, personal representatives, successors and assigns, and they do covenant and agree and consent to and with the Declarant, the Association, grantees and subsequent Owners of each Lot, to keep, observe and comply with and perform such Restrictions.

ARTICLE X

GENERAL PROVISIONS

A. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by proceedings at law or in equity, charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. SEVERABILITY: Invalidity of any one (1) of these covenants or Restrictions by judgment

or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

C. DURATION AND AMENDMENT: The covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded. After twenty (20) years from the date this Declaration is recorded, said covenants and Restrictions shall be automatically extended for successive periods of five (5) years. The covenants and Restrictions of this Declaration may be amended by an instrument signed by not less than eighty-two percent (82%) of the Owners of the Lots which are part of the Properties. Owners shall be entitled to one vote for each Lot in which they hold fee simple title of record. When more than one person holds fee simple title of record to any Lot, all such persons shall be an Owner. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Any Amendment must be properly recorded.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration of Covenants, Conditions, Easements, Restrictions and Liens the day and year first above written.

DECLARANT

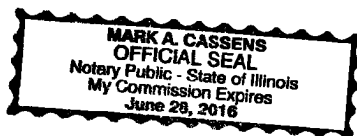
Mark S. Peter
Mark S. Peter

STATE OF ILLINOIS)
)
COUNTY OF ADAMS) SS.

I, Mark A. Cassens, a Notary Public in and for said County and State aforesaid, do hereby certify that Mark A. Peter, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 8th day of September, 2015.

(Seal)



Mark A. Cassens
Notary Public


EXHIBIT "A"
**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS
AND LIENS FOR TIMBER TRAIL**

A tract of land lying in and being a part of the Northeast Quarter and a part of the Northwest Quarter of Section 26, Township 1 North, Range 8 West of the Fourth Principal Meridian, Adams County, Illinois and being more fully described as follows:

COMMENCING at a point marking the Southwest corner of the Northeast Quarter of the aforementioned Section 26, said point also being the Southeast corner of the Northwest Quarter of said Section 26; thence North 01 Degrees 05 Minutes 33 Seconds East along the West line of the Northeast Quarter of said Section 26, said line also being the East line of the Northwest Quarter of said Section 26 a distance of 651.70 feet to the POINT OF BEGINNING; thence North 01 Degrees 05 Minutes 33 Seconds East along said line a distance of 13.75 feet to a point marking the Southeast corner of the North Half of the Southeast Quarter of the Northwest Quarter; thence North 88 Degrees 59 Minutes 29 Seconds West along the South line of the North Half of the Southeast Quarter of the Northwest Quarter a distance of 1329.77 feet to a point marking the Southwest corner of the North Half of the Southeast Quarter of the Northwest Quarter; thence North 00 Degrees 54 Minutes 02 Seconds East along the West line of the North Half of the Southeast Quarter of the Northwest Quarter a distance of 663.82 feet to a point marking the Northwest corner of the North Half of the Southeast Quarter of the Northwest Quarter; thence South 89 Degrees 03 Minutes 41 Seconds East along the North line of the North Half of the Southeast Quarter of the Northwest Quarter a distance of 666.00 feet to a point marking the Southwest corner of the East Half of the Northeast Quarter of the Northwest Quarter; thence North 00 Degrees 59 Minutes 49 Seconds East along the West line of the East Half of the Northeast Quarter of the Northwest Quarter a distance of 1324.81 feet to a point marking the Northwest corner of the East Half of the Northeast Quarter of the Northwest Quarter; thence South 89 Degrees 35 Minutes 00 Seconds East along the North line of the East Half of the Northwest Quarter a distance of 593.96 feet to a point marking the Northwest corner of a tract of land being more fully described in Book 516 at page 1403 in the Adams County Recorder of Deeds office; thence South 04 Degrees 15 Minutes 39 Seconds West along the West line of the said tract of land being more fully described in Book 516 at page 1403 a distance of 439.28 feet to the Southwest corner of said tract of land being more fully described in Book 516 at page 1403; thence South 88 Degrees 39 Minutes 41 Seconds East along the South line and the extension thereof said tract of land being more fully described in Book 516 at page 1403 a distance of 619.97 feet; thence South 47 Degrees 10 Minutes 40 Seconds West leaving said South line and extension thereof a distance of 155.87 feet; thence South 23 Degrees 34 Minutes 42 Seconds East a distance of 76.70 feet; thence South 61 Degrees 29 Minutes 38 Seconds East a distance of 83.57 feet; thence North 89 Degrees 52 Minutes 01 Seconds East a distance of 160.14 feet; thence South 00 Degrees 31 Minutes 47 Seconds West a distance of 218.95 feet; thence North 89 Degrees 28 Minutes 35 Seconds East a distance of 639.64 feet to a point on the East line of the West Half of said Northeast Quarter; thence South 00 Degrees 31 Minutes 47 Seconds West along said East line a distance of 946.02 feet; thence South 88 Degrees 57 Minutes 34 Seconds West leaving said East line a distance of 294.64 feet; thence North 83 Degrees 13 Minutes 05 Seconds West a distance of 753.22 feet; thence South 15 Degrees 38 Minutes 27 Seconds East a distance of 266.67 feet; thence South 88 Degrees 27 Minutes 24 Seconds West a

distance of 359.48 feet to the POINT OF BEGINNING; CONTAINING 74.80 Acres more or less; with the above described subject to that portion now being used for public road purposes and subject to any easements or right of ways of record or not of record if any; the parent tract for the above described is recorded as Document Number 2015R-07129 and Document number 2015R-02868 as recorded in the Adams County Recorder of Deeds office; as per survey during July of 2015 of JEFF C. HART, ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3461.

IN WITNESS WHEREOF, Declarant has duly executed these presents this 8th day of September, 2015.



Mark S. Peter

BYLAWS OF TIMBER TRAIL HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of this unincorporated association is Timber Trail Homeowners Association (herein "Association"). The principal location of the Association is Timber Trail of Mendon, Illinois but the meeting of members and directors may be held at such places within the state of Illinois, as may be designated by the members or directors.

ARTICLE II

DEFINITIONS

A. "Association" shall mean and refer to the Timber Trail Homeowners Association, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Exhibit A of a document entitled "Declaration of Covenants, Conditions, Easements, Restrictions and Liens for Timber Trail".

C. "Timber Trail Drive" shall mean and refer to the access and public utility easement area shown upon the recorded survey Plat of the Properties.

D. "Plat" shall mean and refer to the survey plat of the Properties recorded on September 4, 2015, as Document Number 2015R-07165, in the Office of the Recorder of Deeds in and for the County of Adams.

E. "Lot" shall mean and refer to a plot of land named and described as a "Tract" as described and shown upon the Plat of the Properties. "Lot 1", "Lot 1A", "Lot 2", "Lot 3", "Lot 4", "Lot 5", "Lot 6", "Lot 7", "Lot 8", "Lot 9" and "Lot 10" herein shall mean and refer to "Tract "1", "Tract "1A", "Tract "2", "Tract "3", "Tract "4", "Tract "5", "Tract "6", "Tract "7", "Tract "8", "Tract "9" and "Tract "10" respectively as described and shown upon the Plat.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

G. "Declarant" shall mean and refer to Mark S. Peter, his successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

H. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements, Restrictions and Liens applicable to the Properties recorded in the Office of the Recorder, Adams County, Illinois.

I. "Restrictions" shall mean and refer to the restrictions, covenants, conditions, easements, liens and charges described in the Declaration for the benefit and the complement of the Lots in the Properties and the future Owners thereof.

ARTICLE III

MEMBERSHIP

A. MEMBERSHIP: Every person or entity who is a record owner of a fee simple or undivided fee interest in Lots 3 through Lots 10 of the Properties, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

A. NUMBER: The affairs of this Association shall be managed and governed by a Board of three (3) directors, who must be members of the Association.

B. ELECTION: At the first annual meeting the members shall elect one (1) director of a term of one year, and two (2) directors for a term of two years; and at each annual meeting thereafter the members shall elect that number of directors whose tenure expires on that date for a term of three (3) years.

C. REMOVAL: Any director may be removed from the Board, with or without cause, by a simple majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the expired term of his predecessor.

D. COMPENSATION: No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expense incurred in the performance of his duties.

E. ACTION TAKEN WITHOUT A MEETING: The directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

A. NOMINATION: Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. The members shall make as many nominations for election to the Board of Directors as they shall in their discretion determine, but not less than the number of vacancies that are to be filled.

B. ELECTION: Election to the Board of Directors shall be secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to

exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

A. REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held as they determine, but not less than annually, and shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

B. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two directors after not less than three (3) days notice to each director.

C. QUORUM: A simple majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a simple majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. POWERS: The Board of Directors shall have power to:

- (1) Adopt and publish rules and regulations governing the use of Timber Trail Drive as allowed by the terms of the Declaration;
- (2) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;
- (3) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (4) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

B. DUTIES: It shall be the duty of the Board of Directors to:

- (1) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one fourth (1/4) of the members who are entitled to vote;
- (2) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (3) As more fully provided herein, and in the Declaration, unless reserved to the

membership, to:

- (a) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XI,
- (b) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (c) Enforce the lien right against property for which assessments are not paid within thirty (30) days after due date or to bring an action of law against the Owner personally obligated to pay same.
- (4) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (5) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (7) Cause Timber Trail Drive to be repaired, maintained or improved as directed by the members;
- (8) Cause any entrance lighting, drainage and entrance improvements, and entrance signs within Timber Trail Drive to be repaired, maintained or improved as directed by the members; and
- (9) Establish rules for the speed limit, parking upon and other similar categories of use of Timber Trail Drive as directed by the members.

ARTICLE VIII

COMMITTEES

A. COMMITTEES: The Board of Directors may appoint such committees as deemed appropriate in carrying out its duties and functions, such as:

- (1) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of Timber Trail Drive, and shall perform such other functions as the Board in its discretion determine.
- (2) It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, directors or office of the Association as is further concerned with the matter presented.

ARTICLE IX

MEETING OF MEMBERS

A. ANNUAL MEETINGS: The first annual meeting of the members shall be held the first

Monday of October, 2015 and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

B. SPECIAL MEETINGS: Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

C. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in case of a special meeting, the purpose of the meeting.

D. QUORUM: The presence at the meeting of one-third (1/3) of the members entitled to vote, or of proxies entitled to vote, shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. The members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum of aforesaid shall be present or be represented.

E. PROXIES: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE X

OFFICERS AND THEIR DUTIES

A. ENUMERATION OF OFFICERS: The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

B. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

C. TERM: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

E. RESIGNATION AND REMOVAL: Any officer may be removed from office with or without cause of the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. VACANCIES: A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

G. MULTIPLE OFFICERS: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to SPECIAL APPOINTMENTS of this Article.

H. DUTIES: The duties of the officers are as follows:

President

(1) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary

(2) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(3) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall distribute such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the time completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XI

ASSESSMENTS

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: By the Declaration each member is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, (2) special assessments for improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Members of the Association may fix, establish and collect the assessments through duly called meetings of the Members or they may delegate that function to the Board of Directors of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. The assessments may be imposed irrespective of whether a dwelling has been

constructed on the Lot.

B. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and enjoyment of the residents and Owners of Lots 3 through Lots 10 of the Properties. They shall be levied primarily to pay the costs of the repair, maintenance and improvement of Timber Trail Drive. Repair, maintenance and improvement shall include but not be limited to such activities as grading, filling pot holes, graveling, upgrading, patching, resurfacing, rebuilding, sealing, coating, stripping, clearing of snow and ice, mowing, tree and brush clearing and trimming and other similar work.

C. BASIS OF ANNUAL ASSESSMENTS: Until January 1 of the first year immediately following the conveyance of the first Lot of the Association to an Owner other than Declarant, the maximum annual assessment shall be \$500.00 per Lot and shall be set by the Declarant. From and after January 1 of the first year immediately following the conveyance of the first Lot of the Association to an Owner other than Declarant, the Association, after consideration of current maintenance costs and future needs of the Association, shall fix the amount of the annual assessment.

D. BASIS OF SPECIAL ASSESSMENTS FOR IMPROVEMENTS: In addition to the annual assessments authorized above, 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, unexpected repair, or improvement of Timber Trail Drive or for such other purpose as defined by the Association. Any such special assessment shall have the assent of at least three-fourths (3/4) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

E. REPAIR, MAINTENANCE AND IMPROVEMENT OF TIMBER TRAIL DRIVE: Notwithstanding anything in the Bylaws to the contrary and notwithstanding whether the cost is paid by annual assessments, any repair, maintenance, or improvement of Timber Trail Drive in which the total cost exceeds \$20,000.00 must be approved by at least eighty-eight percent (88%) of the votes of members of the Association who are voting in person or proxy at a meeting duly called for this purpose.

F. UNIFORM RATE OF ASSESSMENTS: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Association.

G. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

H. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF ASSOCIATION: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the amount of the assessment, together with interest

from the date of delinquency at the rate of nine (9) percent per annum, plus any reasonable attorney's fees necessary to collection, shall automatically become a continuing lien against the Lot of the delinquent Owner. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment or non-use of his Lot.

I. EXEMPT PROPERTY: The following property subject to the Declaration shall be exempt from all assessments created herein, including (a) all property owned by Declarant; (b) all properties dedicated to and accepted by a local public authority (c) Timber Trail Drive and (d) Lot 1, Lot 1A and Lot 2 of the Properties. However, no land or improvements devoted to dwelling use shall be exempt from said assessments except Lot 1, Lot 1A and Lot 2 of the Properties. Nothing herein prevents an Owner of exempt property from voluntarily agreeing to pay said assessments.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

AMENDMENTS

A. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a simple majority of the membership of a quorum of members present in person or by proxy.

B. In case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of every year, except that the first fiscal year shall begin on the date of the execution of these Bylaws.

IN WITNESS THEREOF, I, being the owner of all Lots of Timber Trail Homeowners Association, have hereunto set my hand and seal this 8th day of September, 2015.

Signed Mark S. Peter

STATE OF ILLINOIS)
)
COUNTY OF ADAMS) SS.

I, Mark A. Casen, a Notary Public in and for said County and State aforesaid, do hereby certify that Mark A. Peter, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of September, 2015.

(Seal)



Mark A. Casens
Notary Public