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COUNTY RECORDER

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR TIMBERLINE, A SUBDIVISION, FOR TIMBERLINE FIRST ADDITION, A SUBDIVISION, FOR TIMBERLINE SECOND ADDITION, A SUBDIVISION AND SUBSEQUENT ADDITIONS

Schmiedeskamp, Robertsor

This Amendment to Declaration (sometimes "Amendment") is made as of this 15th day of July, 1999 by James A. Stupavsky and Cheryl L. Stupavsky, husband and wife, (hereinafter sometimes referred to as the "Declarant") and all of the lot owners of Timberline, a Subdivision, (hereinafter sometimes referred to as "Timberline"), Timberline First Addition, a Subdivision (hereinafter sometimes referred to as "Timberline First Addition"), and Timberline Second Addition, a Subdivision, (hereinafter sometimes referred to as "Timberline Second Addition"); said lot owners being further defined as set out below and hereinafter sometimes referred to as the "Owners".

WHEREAS, all parties having or acquiring any right, title and/or interest in the real property, or any part or parts thereto in Timberline, Timberline First Addition, Timberline Second Addition, Timberline Third Addition and/or Timberline Fourth Addition, shall be referred herein as the "Owners" (said parties also being defined as "Owners" in the "Restrictive Covenants" as defined below);

WHEREAS, Timberline, Timberline First Addition, and Timberline Second Addition are legally described as follows:

TIMBERLINE, A SUBDIVISION: Lots One (1) through Lots Thirty (30) of Timberline, a Subdivision of a part of the South one-half (1/2) of the Southeast Quarter (1/4) of Section Sixteen (16), Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, Ellington Township, Adams County, Illinois;

TIMBERLINE FIRST ADDITION, A SUBDIVISION: Lots Thirty-one (31) through Lots Sixty-two (62) of Timberline First Addition, a Subdivision of a part of the Southwest Quarter of the Southeast Quarter of Section Sixteen (16) and a part of the Northwest Quarter of the Northeast Quarter of Section Twenty-one

(21), Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois; and

TIMBERLINE SECOND ADDITION, A SUBDIVISION: Lots Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40) and Forty-one (41) of Timberline Second Addition, a Subdivision of a part of the Northwest Quarter of the Northeast Quarter of Section Twenty-one (21), Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois;

WHEREAS, the Declarant intends to develop and include as part of this subdivision and its additions, additions which shall be referred to as "Timberline Third Addition, a Subdivision" and "Timberline Fourth Addition, a Subdivision" and collectively, Timberline, Timberline First Addition, Timberline Second Addition, Timberline Third Addition and Timberline Fourth Addition, shall be referred to herein as the "Subdivision";

WHEREAS, The Declarant are owners of some of the lots in the Subdivision;

WHEREAS, the Declarant have entered into and the Owners are bound by covenants, conditions, easements and restrictions for each of their respective subdivision or addition, as the case may be, as follows: (1) the Owners of Timberline are subject to the "Declaration of Covenants, Conditions, Easements and Restrictions for Timberline, a Subdivision" recorded in the Offices of the Adams County, Illinois Recorder on May 1, 1992 as Document No. 95728; (2) the Owners of the Timberline First Addition are subject to the "Declaration of Covenants, Conditions, Easements and Restrictions for Timberline First Addition, a Subdivision" recorded in the Offices of the Adams County, Illinois Recorder on October 26, 1994, as Document No. 24834, in Volume 91 of Miscellaneous Records at Page 557; and (3) the Owners of the Timberline Second Addition are subject to the "Declaration of Covenants, Conditions, Easements and Restrictions for Timberline Second Addition, a Subdivision", recorded in the Offices of the Recorder of Adams County, Illinois on September 26, 1996, as Document No. 050155, in Volume 92 of Miscellaneous Records at Page 218; and, furthermore, collectively, sometimes referred to herein as the "Restrictive Covenants";

WHEREAS, the Declarant and the Owners now desire to amend the Restrictive Covenants;

NOW, THEREFORE, for good and valuable consideration, the Declarant and all of the Owners hereby agree to amend the Restrictive Covenants as follows:

1. Section 9.A. of the Restrictive Covenants shall be deleted and the following shall be in substitution thereof:

9. **REMEDIES, A. RIGHT TO PROCEED.** The Timberline Association (referred to in the Restrictive Covenants and herein as the "Association") or any party to whose benefit the Restrictive Covenants, as amended herein by this Amendment, inure, including the Declarant and the Owners, their heirs, legal representatives, successors and assigns, may proceed at law and/or in equity to prevent the occurrence or continuation of any violation of these Restrictive Covenants, as amended herein, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Restrictive Covenants, as amended herein, in addition to and cumulatively with any other remedy provided for therein and herein, as well as the right to recover damages for the breach of the Restrictive Covenants, as amended herein. However, neither the Declarant (in Declarant's capacity as Architectural Trustee only), nor the Association, shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictive Covenants, as amended herein.


2. Section 10.A. of the Restrictive Covenants shall be deleted and the following shall be in substitution thereof:

10. EFFECT OF OWNER'S ACCEPTANCE OF DEED, ETC.

A. SUBJECT TO RESTRICTIONS: The Owner of any lot subject to these Restrictive Covenants, as amended herein, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every term and condition of the Restrictive Covenants, as amended herein. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarant and of the Association with respect to these Restrictive Covenants, as amended herein, and also for themselves, their heirs, legal representatives, successors and assigns, they do covenant and agree and consent to with the Declarant, the Association, the Owners and with the grantees and subsequent owners of each of the lots effected by these Restrictive Covenants, as amended, to keep, observe, comply with and perform these Restrictive Covenants, as amended.

3. Section 12 (the first paragraph only) of the Restrictive Covenants shall be deleted and the following shall be in substitution thereof:

12. DURATION. These Restrictive Covenants, as amended herein, shall run with the land and be binding upon and inure to the benefit of all parties and all persons claiming under them for a period of twenty (20) years from the date this Amendment is recorded, after which time said Restrictive Covenants, as amended herein, shall be automatically extended for successive periods of five (5) years unless at least two-thirds of the then Owners of the lots of the Subdivision sign and record an instrument revoking, altering or otherwise changing said Restrictive Covenants, as amended herein, in whole or in part. For example, in the event that there were seven (7) lots in the Subdivision, five (5) Owners would then be required. At any time, at least four-fifths of the then Owners of the lots in the Subdivision may sign and record an instrument revoking, altering or otherwise changing said Restrictive Covenants, as amended



herein, in whole or in part. For example, in the event that there were seven (7) lots in the Subdivision, six (6) lot Owners would thus be required.

4. A. Section 4 of the Restrictive Covenants "Architectural Control" B. "Architectural Trustee" shall be deleted and the following shall be in substitution thereof:

ARCHITECTURAL TRUSTEE: The Architectural Trustee is James A. Stupavsky. The Architectural Trustee may designate a representative to act for him. In the event of the death, resignation or inability to act of James A. Stupavsky, Cheryl L. Stupavsky shall then be the Architectural Trustee with full authority to act. In the event of death, resignation or inability to act of both James A. Stupavsky and Cheryl L. Stupavsky, or after all houses are constructed on all the lots in all of the Subdivisions, whichever first occurs, the successor trustee shall be and become the Board of Directors of the Association.

B. Section 4 "Architectural Control" D. "Association" shall be deleted.

5. In the event Timberline Third Addition and/or Timberline Fourth Addition are included in the Subdivision, said additions shall be subject to the terms and conditions of aforesaid Declaration of Covenants, Conditions, Easements and Restrictions for Timberline Second Addition, a Subdivision, as amended by this Amendment.

6. Sections 4.F. of the Restrictive Covenants shall be deleted and the following shall be in substitution thereof:

4. **ARCHITECTURAL CONTROL:** F. Special Provisions Concerning Piers: When the Architectural Trustee shall permit the construction or placing of a structure wholly or partly within Timberline Lakes, such permits shall constitute a mere license from the Declarant (or in the event Declarant conveys Timberline Lakes then from Declarant's successors in title), which may be terminated or restricted at any time.

7. Correction. The "Declaration of Covenants, Conditions, Easements and Restrictions for Timberline First Addition, a Subdivision", recorded in the offices of the Adams County, Illinois Recorder on October 26, 1994, as Document No. 24834 in Volume 91 of Miscellaneous Records at Page 557, shall be amended in that Timberline First Addition shall include Lots 31 through 34, 42, 43, 49 and 55 through 62 and shall not include Lots 35 through 41.

8. Upon Declarant's conveyance of "Timberline Lakes" (as defined in the Restrictive Covenants) to the Timberline Association (as defined in the Restrictive Covenants), the Declarant, their heirs, legal representatives, successors and assigns, shall retain a reversionary interest. That is, in the event the "Upper Lake" and/or the "Lower Lake" (both as defined in the Restrictive Covenants) no longer exists as a lake, or lakes, for a continuous period greater