

TAZEWELL COUNTY

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Recorder: [Signature]

Prepared by & Return to:

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Attorney at Law
135 Washington Square
Washington, IL 61571

DECLARATION OF RESTRICTIONS
TIMBER CREEK ESTATES SECTION THREE

ESTECAR, INC., an Illinois corporation ("Subdivider"), being the owner of Timber Creek Estates Section Three, a Subdivision of part of the Northwest Quarter of Section 22, Township 26 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois ("Timber Creek Estates Subdivision" or "Subdivision"), as per Plat filed for record in the Office of the Recorder of Deeds of Tazewell County, Illinois, in Plat Book BBB, Page 12+13, as Document No. 200500002350, on Feb. 3, 2005, hereby subjects each lot or part thereof in Timber Creek Estates Subdivision Section Three, to the following covenants, easements, reservations, stipulations, conditions and restrictions:

RECITALS

All persons who now hold or shall hereafter acquire any interest in any lot or part thereof in Timber Creek Estates Subdivision Section Three shall be taken to agree and covenant with the other owners or parties in interest thereof, and with their successors and assigns, to conform to and observe the covenants, easements, reservations, stipulations, conditions and restrictions herein set forth as to the use thereof and as to the construction of residences and improvements thereon.

I. DEVELOPMENT APPROVAL

01.00 Planning Approval Committee

On or after the date of this Declaration, Subdivider shall appoint a three (3) member Planning Approval Committee (the "Committee"). Members of this Committee shall be responsible for issuing final approval for any and all construction to be commenced in Timber Creek Estates Subdivision Section Three prior to the beginning of such construction. Members of the Committee shall be appointed or dismissed solely at the discretion of the Subdivider. The decision of a majority in number of the Committee members shall be binding.

01.01 Pre-construction Approval Required

It is specifically understood and agreed that as part of the consideration provided to Subdivider to induce its sale of each and every lot in Timber Creek Estates Subdivision Section Three, and as part of an effort to maintain the high caliber and standard of development in the Subdivision, that the purchaser of any lot or lots hereby expressly agrees to the following restrictive covenants and conditions governing the construction of residences:

(a) Construction Limitation

No building shall be erected, placed or altered on any lot until the building plans, specifications, and plot plan showing the location of such building, and the general contractor have been approved in writing by the Committee as to the conformity and harmony of external character and design with the character and design of the Subdivision, existing structures in the Subdivision, the restrictions, covenants and conditions contained herein, location of the building with respect to topography and finished ground elevation, and with a view toward avoiding duplication of design.

(b) Plans and Specifications

Complete floor plans, building plans, specifications, plot plan (including but not limited to building, driveway and lamp post location), and architectural drawings illustrating the contemplated external appearance of any dwelling or outbuilding, including chosen construction materials and colors, and the identity of the proposed general contractor ("Plans and Specifications"), shall be submitted to the Committee at least thirty (30) days prior to commencement of any proposed construction.

(c) Approval/Disapproval of Plans and Specifications

The Committee may, in its sole discretion, and without explanation or justification necessarily offered, approve or disapprove of the submitted Plans and Specifications, including but not limited to aesthetic grounds.

(d) Certificate of Approval

In the event of Plans and Specifications approval, the Committee will issue a certificate of approval stating that the proposed construction is acceptable for Timber Creek Estates Subdivision Section Three. This approval shall be binding upon the Subdivider and Committee, providing construction strictly complies with the submitted and approved Plans and Specifications.

(e) Non-Approval

If the Plans and Specifications and related documentation are not approved, the lot owner agrees to refrain from any construction thereupon, and has the right to resubmit new plans, designs or drawings for approval to the Committee.

(f) Alteration of Exterior

No alteration in the exterior of any buildings or structures shall be made without approval as required herein.

(g) Changes

No changes or deviations in or from the Plans and Specifications as approved shall be made without the prior written consent of the Committee

01.02 Committee Succession

Upon the first to occur of development of all lots in the Subdivision or Subdivider's written designation, all privileges, powers, rights and authority shall be exercised by the Committee to be selected by the Trustees of the Home Owner's Association, as hereinafter provided.

01.03 No Existence or Inaction

If no Committee exists or if the Committee shall fail to approve or disapprove of any Plans and Specifications within sixty (60) days after written request, approval shall be deemed to have been given; provided, however, no building or other structure shall be erected which violates any of the terms of this Declaration of Restrictions.

II. CONSTRUCTION REQUIREMENTS02.00 Residential Use

All lots in Timber Creek Estates Subdivision Section Three shall be used for single-family residential purposes only.

02.01 Specifications

Construction of all residences shall be governed by the following specifications provided the Committee, in its sole discretion, may make exceptions if in the opinion of the Committee these provisions would cause undue hardship to the owner of any lot or lots:

(a) Height Restriction

All residences or improvements shall not exceed two and one half (2½) stories in height.

(b) Minimum Square Footage Requirement

No dwelling house constructed on any lot shall have less than the following minimum number of square feet of enclosed living space, exclusive of garage, porches and breezeways:

1. Dwellings of one (1) level: 2,000 square feet; or
2. Dwellings of multiple level construction: 2,250 square feet (the first floor area being not less than 1,500 square feet).
3. Dwellings on Lots 1 and 2 shall be permitted to vary from the above and shall allow minimum 1400 square foot ranch, and 2250 square foot multi-story with 1200 square feet on the main level of multi-story.

(c) Material and Supply Storage

Except as necessarily incidental to construction of the buildings and structures on the property, no new or used construction materials or supplies, junk, wrecked or unused machinery, or the like, shall be kept or allowed to remain on the Subdivision premises, except inside buildings.

(d) Setbacks, Side Yards and Rear Yards

No building or structure of any kind shall be located closer than five (5) feet to the interior lot line on one side and seven (7) feet on the other side. Total side yard must be at least twelve (12) feet. The front of any dwelling must be located no closer than thirty-five (35) feet and no more than forty-five (45) feet from the front of the property line. Notwithstanding the foregoing, no building or structure of any kind shall be located on any lot nearer to the lot line than the building setback lines shown on the recorded plat. Further, notwithstanding the above, variations from the setbacks in this document and the plat may be granted by the Committee. Additionally, no building, structure or other improvements including, but not limited to, landscaping, patios or decks shall be located so as to interfere with the storm water drainage plan as approved by the City of Washington and on file with the City of Washington. No building shall be located on a lot without the prior approval of the Committee. Any

variances requested by a lot owner for release from the above restrictions from any applicable municipal or regulatory authority shall only be done with the prior written consent of the Committee.

(e) Exterior Covering

No wallboard, sheet metal, tar paper or roofing paper, shall be used for any exterior wall covering or roofs. No aluminum or vinyl siding shall be permitted but such exclusion shall not prohibit aluminum soffets, gutters, windows or door trims. No exposed concrete block or exposed poured concrete foundations shall be permitted. Notwithstanding the foregoing, a minimum of 50% of the front of every dwelling house and garage shall be brick and a minimum of 50% of the overall structure shall be brick. Variations from the brick requirements may be granted by the Architectural Control Committee for houses on future lots platted on Outlot "A" and Lots 1 and 2 if they, in their sole judgement feel a variation will be of compatible quality, character and design of other homes in the Subdivision.

(f) Outbuildings or Other Structures

No outbuildings or other structures, private swimming pools or tennis or similar recreational courts or areas, may be constructed on any lot in the Subdivision, without prior approval of the Committee as hereinabove set forth. In the construction of any swimming pool, all machinery and filtering tanks must be either recessed in the ground with an adequate cover, or adequately screened with the Committee's approval. Swimming and tennis courts may not be constructed prior to substantial completion of the lot owner's residence, and lighting and screening must be approved by the Committee.

(g) Radio Towers, Dish Antennas, Signs or Billboards

No radio towers or dish antennas shall be erected or maintained in the Subdivision. No signs or billboards of any kind shall be displayed in the public view on any lot except one commercial real estate broker's sign of not more than five square feet, or one lot owner's sign, of not more than five square feet advertising the property for sale or rent, or one sign used by a professional builder of not more than five square feet advertising the property during the construction. Notwithstanding the foregoing, a professional builder's sign may not remain on the property beyond the earlier of completion of construction or six months from its initial placement on the property. All television antennas must be contained within the dwelling.

(h) Driveway and Sidewalk Requirements

All driveways leading from the street to the garages must be concrete or such other material as is approved by the Committee. All sidewalks, bike paths and driveway approaches shall be concrete and shall be built according to municipal specifications and regulations and shall be installed at lot owner's expense at the time of construction. Where curbs are removed for the purpose of making a driveway entrance, the curb and gutter must be removed as far away from the driveway entrance as the nearest contraction or expansion joint, and then replaced so as to insure a smoothly joining entrance. The radius of the return of the driveway must be five (5) feet. The lot owner shall be responsible for the payment for any damage to the street, curb, and other Subdivision improvements caused by him or his agents. Subdivider or its successor in interest hereunder shall have a lien against the owner's lot for the amount of any such damages that are not paid for by the owner within thirty (30) days of written notice from Subdivider or its successor in interest hereunder requesting payment. Such lien shall be perfected upon the recording of a Notice of Lien in the Office of the Recorder of Deeds of Tazewell County, Illinois and may be foreclosed on as in mortgage foreclosure actions. In the event a lot owner owns two adjoining lots, and the Committee permits the owner to construct improvements on only one lot and the Committee, in its discretion, waives the construction requirements of paragraph 02.07 below with regard to an adjoining lot owned by the same party, the owner will nevertheless be required to construct sidewalks adjacent to all lots owned by the same party according to municipal specifications and regulations at the lot owner's expense at the time of construction of an improvement on any one of multiple lots owned by the same owner. The constructing of sidewalks along Kern Road shall be modified in that a 10 foot wide walk shall be constructed on the south side of the road and no walk will be constructed on the north side of the road. The lot owner shall be responsible for 40% of the cost of said 10 foot sidewalk.

(i) Fills and Embankments

No fills or embankments shall be made within the Subdivision of materials other than earth, cinders, gravel or stone or such other masonry materials as are approved by the Committee.

(j) Tree Removal

No trees in excess of eight (8) inches in diameter at the base shall be destroyed or removed without the consent of the Subdivider.

(k) Downspouts and Sump Pumps

All downspouts which provide roof drainage must be connected to the storm sewer or must empty onto concrete splash pans. No sump pumps may be discharged on adjoining land, on driveways or sidewalks or onto street right of way, but shall be discharged at a location that is in harmony with the storm water drainage plan as approved by the City of Washington and on file with the City of Washington.

(l) Garbage and Trash Containers

Garbage or trash containers must be of plastic material, covered by a permanent lid and concealed from view except on garbage pickup day.

(m) Sanitary Sewage Systems

All sanitary sewage systems shall be constructed in accordance with all applicable governmental regulations and shall be approved in writing by the Committee prior to the installation thereof. All sanitary sewage disposal systems shall be maintained in a healthful and sanitary condition. Each lot owner shall connect, at the lot owner's sole expense, to the municipal sanitary sewer facilities.

(n) Solar Devices

The type and placement of solar heating devices or assistance devices using solar or other natural power sources shall be reviewed by the Committee. If in the opinion of the Committee, the placement of said devices may be objectionable to other homes, or in any way adversely impact neighboring lots, the Committee may request changes in the design and placement of said equipment or prohibit the utilization of said equipment. Solar heating panels, collectors, or other devices shall only be permitted upon the written approval of the Committee.

(o) Occupancy Requirement

No house shall be occupied until completion of the exterior.

(p) Temporary Living Quarters

No buildings or house trailers may be moved to the Subdivision and no basement or garage house or temporary residence of any kind shall be used as living quarters or permitted on any lot.

(q) Garage Requirements

Each dwelling house shall be constructed with a garage having a capacity of not less than two (2) and not more than four (4) passenger automobiles. Any garage structure shall be of compatible design with the dwelling house on the lot and approved by the Committee as hereinabove provided. No detached garages shall be permitted in the subdivision.

(r) Material Removal Limitations

No material excavated by reason of building or other construction shall be removed from the Subdivision boundaries without the permission of the Subdivider, and any said material shall be relocated on the Subdivision property, or to a location on the property located adjacent to the Subdivision and owned by the Subdivider in accordance with the written direction of the Subdivider. Building materials and debris shall not be dumped on any lot in the Subdivision.

(s) Clotheslines

No clotheslines or posts or other permanent appliances for hanging clothes outside shall be constructed or maintained.

(t) Lamp Post Requirements

In conjunction with each dwelling house, each owner shall install and maintain in proper operating condition at all times, a freestanding gas or electric lamp post of a design approved by the Committee, which lamp post shall be located as approved by the Committee five (5) feet from the front lot line and five (5) feet from the driveway of the lot. Such lamp post shall be fitted with an automatic illuminating device which will illuminate the lamp post fixture at dusk. Lamp posts shall be of a style and size approved by the Committee and shall not be placed on the lot until approval by the Committee.

(u) Enclosures or Fences

No enclosure or fence, pillar, or similar improvement, shall be constructed on any lot in the Subdivision without written permission of the Committee. No chain link fences will be allowed.

(v) Refuse

No refuse garbage, ashes, waste, debris or any offensive substance or material shall be kept or allowed to remain in the Subdivision except temporarily in suitable containers.

(w) Recreational or Competition Vehicles, Boats and Trailers

Recreational vehicles, competition vehicles, boats or trailers shall be garaged when not in use and totally concealed from view.

(x) Animal Pens or Kennels

No animal pens or kennels shall be erected or maintained in the Subdivision without the written approval of the Committee.

(y) Operation of Recreational Vehicles

No recreational vehicles or devices such as snowmobiles, trail bikes, motorcycles, minibikes, go-cart, ATV's or other motorized recreational vehicles shall be operated within the Subdivision.

(z) Mail Boxes

Only mail boxes in conformity with the character and design of the Subdivision and as approved by the Committee shall be installed.

02.02 Lot Maintenance

Every lot owner shall maintain his property in a presentable condition, keeping all weeds cut on the premises.

02.03 Additional Lots

No lot or lots as platted shall be divided so as to result in creating additional lots except that the Outlot shown on the Plat may be platted into residential lots.

02.04 Animals

No animals other than domesticated house pets, not kept, bred or maintained for any commercial purposes, shall be kept or maintained within the Subdivision; provided, however, this provision shall not be deemed to permit the keeping of pigeons, domestic fowl, or farm animals.

02.05 Parking

No trucks other than pick up trucks, or vehicles other than passenger cars which are owned by property owners, may be parked or maintained in the Subdivision, except for the purpose of pickup and delivery. Passenger cars must be parked in the garage or driveway, and only parked on a Subdivision street on a temporary basis.

02.06 Easements

Easements for public utility installation and maintenance, including installation and maintenance of necessary underground or above-ground appliances, are reserved as shown on the recorded Plat. The right is hereby granted to all public utilities to install, lay, construct, renew, operate and maintain pipes, conduits, cable, wires and related equipment underground, with all necessary appliances and related equipment for the purpose of serving the Subdivision and adjoining property with gas, electricity, water, sewer and telephone service, including the right to use the streets and walkways where necessary, together with the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain such pipes, conduits, cables, and other appliances and related equipment. Similarly, the right is hereby also granted to use the streets and walkways, where necessary, for public utility equipment; provided the right to use the streets and walkways, where necessary, for public utility purposes is granted upon the condition that such use does not obstruct the same or interfere with their use as streets and walkways. No permanent building or structure shall be placed on such easements but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of such easements for public utility purposes.

02.07 Construction

Each owner of a lot in the Subdivision must commence construction of a dwelling house within three (3) years after purchase of his lot and must complete such construction within one (1) year thereafter. In the event such construction is not commenced, the Subdivider shall have the absolute right, at its option, to repurchase the lot by repayment of the original purchase price in cash. In the event a dwelling is commenced but not completed within a year thereafter, Subdivider shall have the absolute right, at its option, to repurchase such lot

for the original purchase price, plus ninety percent (90%) of the fair cash market value of the partially completed dwelling thereon. If an agreement cannot be reached as to the fair cash market value thereof, the same shall be determined by arbitration by an arbitrator to be appointed by the lot owner, an arbitrator to be appointed by the Subdivider, and, if necessary, a third arbitrator to be appointed by the first two arbitrators, and the decision of a majority shall be binding upon both owner and Subdivider.

02.08 Nuisances

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

02.09 Covenants to Run With the Land

The within protective covenants are to run with the land and shall be binding on all parties acquiring any interest in such property or lots covered hereby, and all persons claiming under them until the same shall be amended, altered or rescinded.

02.10 Amendment to Restrictions

These covenants, conditions and restrictions may be altered, amended or rescinded by a Declaration in writing signed by the Subdivider until such time as 100% of the lots in the subdivision are sold or the Subdivider assigns the right to amend to the Home Owner's Association that shall be formed. Thereafter the covenants, conditions and restrictions may be altered, amended or rescinded by a Declaration in writing, executed on behalf of the Home Owner's Association upon the affirmative vote of two-thirds (2/3) of the then lot owners, and any said Declaration shall be filed and recorded in the Tazewell County Recorder's Office, Pekin, Illinois, and shall not be valid or binding until so recorded. Any such recorded Declaration shall be deemed properly approved by the Home Owner's Association membership as provided for in this paragraph, and no one need look to the sufficiency of that approval.

02.11 Violation of Covenants

If any party or his successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the Timber Creek Estates Subdivision Section Three to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent his or them from so doing or to recover damages for such violation. The right to enforce the covenants contained herein shall also be vested in the Subdivider, the Committee and the Home Owner's Association upon its formation as hereinafter provided.

02.12 Invalidity of Covenants

Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

02.13 Certificate of Compliance

Upon the request of the owner of any lot or part thereof, the Committee will issue a certificate of compliance stating that the building or buildings on such lot or lots or parts thereof comply with these restrictions, if such is the fact. Such certificate of compliance shall be conclusive evidence of the adherence to these restrictions and shall be complete protection to any owners, purchasers or mortgagee.

02.14 Assignment of Rights

Subdivider may, by written instrument, assign and convey to any other person, firm or corporation, all of the rights, reservations and privileges herein reserved to them and such assignee shall have the right and power to assign such rights, reservations and privileges to any other person, firm or corporation.

02.15 Sole Authority of Subdivider

The Subdivider shall be the sole judge of any question regarding compliance with any of the within restrictions and covenants until Subdivider assigns authority to the Home Owner's Association.

02.16 Undue Hardship

In the event that compliance with the provisions of any of the above paragraphs, in the opinion of the Subdivider or the Committee, as the case may be, causes undue hardship on any owner of any lot or lots, then in that event, special written permission may be given by the Subdivider, or the Committee to alter in such case the provisions of any of the above paragraphs. Such written permission having been granted, shall have the effect of a waiver of the provisions as contained in any of the above paragraphs as to the specific lot or lots so mentioned in the written permission and shall in no way affect this Declaration of Restrictions as pertains to any other lot or lots in the Subdivision.

III. ADD-ON PLATS TO SUBDIVISION

03.00 Additional Sections

The Subdivider, or its successors in interest, may add additional sections of land to the Subdivision upon the approval of Subdivision plats by the appropriate governmental authorities and the recording of same in the Office of the Recorder of Deeds of Tazewell County, Illinois.

03.01 Applicability of Restrictions

Any additional land added to the Subdivision as an additional Subdivision section shall be subject to the provisions of this Declaration of Restrictions and the owners of any lots in any subsequent section of the Subdivision shall be members of and subject to the provisions of the Timber Creek Home Owner's Association referred to below upon its formation.

IV. ORGANIZATION OF HOME OWNER'S ASSOCIATION

04.00 Organization

When ninety-five percent (95%) of the lots in Timber Creek Estates Subdivision, including any add-on sections, have been sold, a home owner's association, to be known as the Timber Creek Estates Home Owner's Association (the "Home Owner's Association" or "Association"), may be organized by recording a written "Declaration of Organization of Timber Creek Home Owner's Association" signed by the Subdivider. Said Declaration shall also state the date, time and place of the initial meeting of the Association, with said meeting to be held at any convenient and suitable date, time and place within Tazewell County, Illinois, within forty-five (45) days of recording of said document. Additional notice of the meeting shall be provided by the Subdivider by either delivery or mailing of a true and exact copy of said Declaration by regular mail, to each lot owner in the Subdivision or by the posting of a true and exact copy of said Declaration in at least three (3) conspicuous locations in the Subdivision at least fourteen (14) days prior to the scheduled meeting. The property subject to the jurisdiction of the Association shall include each lot or part thereof in Timber Creek Estates Subdivision Section One, and any other real estate added, annexed or conveyed thereto or to the Association. The Association may elect to be organized and operate as a not-for-profit corporation. After the recording of said Declaration, the Association shall be responsible for the care, maintenance and upkeep of any Common Areas designated on any future plats, and the Subdivider or its successor in interest shall convey any Common Areas designated on any future plats, to the Association and the Association shall accept such conveyance. The Subdivider shall also, upon the organization of the

Association, assign all control and responsibility of the Planning Approval Committee to the Association and thereafter, the Association shall have the power to appoint the members of the Planning Approval Committee. If, after divestment of all interest of the Subdivider in and to all platted lots of the Subdivision, including additional sections added on pursuant to Article III above, and if the Subdivider has not filed the Declaration provided for herein, the Association may be organized by the filing of such a Declaration, signed by any fifteen of the then lot owners. Prior to the organization of the Association, the Subdivider, or its successor in interest, shall have authority to exercise all the powers and authorities accorded to the Association and Trustees herein.

04.01 Voting

For the purpose of voting at any meeting of the Association, ownership of each lot shall entitle the owner or owners thereof to one (1) vote, and decision of the Association shall be by majority vote except with respect to alteration, amendment or rescission of these covenants, conditions, and restrictions otherwise provided for by Section 02.10 (Amendment to Restrictions). Any owner or owners may designate in writing any other person as a proxy to vote at any meeting of the Association.

04.02 Trustees

The Association shall be managed by five (5) Trustees, each of whom shall be an owner of a lot in the Subdivision and shall serve for a term of one (1) year or until his successor is duly elected. At the first meeting of the Trustees, and within ten (10) days after their election, such Trustees shall elect from their number a president, secretary and a treasurer, all of whom shall serve for one (1) year or until their successors are elected. The secretary shall keep complete records of all actions and proceedings of the Trustees, and the Trustees are hereby authorized to act for and on behalf of the Association, and as may be directed by members thereof.

04.03 Meetings

The Trustee may call special meetings of the Association by giving ten (10) days prior written notice to Association members. Such notice to a member must be either personally served or a notice mailed to the last known residence of the member. Annual meetings of the Association when formed shall be held at such time as may be designated by the then Trustees. The Trustees of the Association may adopt such By-Laws as they from time to time may deem necessary or advisable, not otherwise inconsistent with these provisions.

04.04 Powers and Duties

When organized, Timber Creek Estates Home Owner's Association shall have the following powers and duties; provided, however, that nothing hereinafter contained shall be deemed to prevent any owner from enforcing any restrictions or covenants in his own name:

(a) Election of Trustee

To elect Trustees and delegate powers and duties thereto.

(b) General Fund

To provide for a general fund to enable the Association to perform its duties and to maintain the Subdivision.

(c) Enforcement

To enforce in the name of the Association or in the name of any owner within the Subdivision, any and all covenants, easements, reservations, stipulations, conditions and restrictions which have been imposed upon lots in the Subdivision.

(d) Common Area Maintenance

To care for, spray, trim, protect, and plant trees and shrubs on Outlots or common areas and to sow or re-sow grass and otherwise maintain any signage, lighting or improvements on any Outlots or common areas.

(e) Maintenance Assessments

The Subdivider, its successors in interest, and after the formation of the Home Owner's Association, shall have the authority to levy an annual assessment in an equal amount to each of the lot owners to maintain, improve and repair any common areas including but not limited to the cost of Subdivision signage, landscaping and general maintenance and repairs of said improvements. The annual assessment may be billed to each lot owner and if not paid within thirty (30) days of said billing, shall become a lien against the owner's lot which shall be perfected upon the filing of a Notice of Lien in the Office of the Recorder of Deeds of Tazewell County, Illinois and may be foreclosed on in mortgage foreclosure actions. Further, the Subdivider or its successors in interest shall have the right to take any legal action available to secure payment of the assessment, including but not limited to any remedies provided above.

04.05 Limitation of Association and Trustees

At no time shall the rights and powers of the Association or Trustees replace or overrule the decisions, determinations or guidelines established or handed down by the Committee in relation to the approval or disapproval of Plans and Specifications. However, subsequent to the creation of the Association, the members of the Committee shall be appointed by the Trustees.

04.06 General Fund

For the purpose of providing a general fund to enable the Association to perform the duties and to maintain the improvements provided herein, all land within the boundaries of the Subdivision shall be subject to improvement and maintenance assessments, to be paid to the Association annually, in advance, by the respective owners of the land subject to such assessment. Such assessment for general services shall not exceed the sum of One Hundred Dollars (\$100) per year per lot as laid out in the Plat as recorded in the Recorder's Office; provided, however, special assessments, if necessary (in addition to the assessment for general purposes), may be approved or levied to cover extraordinary expenses and the cost of necessary repair, maintenance or replacement, or Subdivision improvements, including signage, lights or landscaping not adequately provided for under the General Fund. Such special assessments shall be made and levied on a uniform and proportional basis on all the land in the Subdivision.

04.07 Records and Assessments

The Trustees of the Association shall maintain complete records of all assessments levied and the payments on account thereof and such records shall be open for inspection to any member of the Association or any person designated by a member of the Association. Assessments may be levied annually and shall be payable within thirty (30) days after the meeting at which said assessment is levied. The Trustees shall serve upon or mail a notice to the owner of each lot, or part thereof, to his or her last known address, stating the amount of assessment due on such lot, or part thereof and the date and place where it shall be paid. Assessments for general and special purposes and services shall become liens on real estate as soon as due and payable, as herein set forth. If not paid within thirty (30) days from due date such assessments shall bear interest at the rate of ten percent (10%) per annum from due date thereof and the payment of both principal and interest may be enforced as a lien on such real estate in any court in Tazewell County having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suit to enforce liens as soon as they become delinquent. Such liens shall continue for a period of one year from the date of delinquency but no longer unless that within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall be valid until the assessment is paid.

V. GENERAL CONDITIONS

05.00 Choice of Law

The laws of the State of Illinois shall govern the validity, interpretation and administration of this Declaration.

05.01 Conflict Between Private and Municipal Restrictions

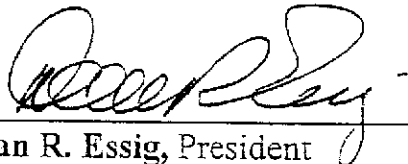
This subdivision is subject to these private restrictions as well as the R-1 Zoning Restrictions of the City of Washington. Wherever these restrictions and said municipality's R-1 Zoning Restrictions are in conflict, the more restrictive shall apply.

05.02 Interpretive Guidelines

Any word or phrase which appears in this Declaration in parenthesis, set off by quotation marks and capitalized has the meaning denoted by its context. When the context permits, a word or phrase used in the singular includes the plural, and when used in any gender, its meaning also includes all genders. Captions of Sections are inserted as a matter of convenience only and do not define, limit or extend the scope or intent of this Declaration or any provision hereof.

IN WITNESS WHEREOF, the Subdivider has caused this Declaration of Restrictions to be executed by its President and attested by its Secretary under its corporate seal this 3rd day of FEB, 2004.

ESTECAR, INC.

By: 
Dean R. Essig, President

Attest:

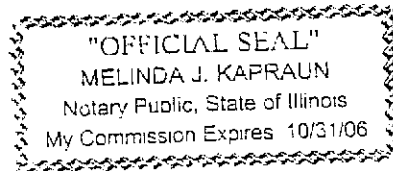
By: 
Constance D. Essig, Secretary

05-2351

STATE OF ILLINOIS)
)
COUNTY OF TAZEWELL)

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Dean R. Essig and Constance D. Essig** personally known to me to be the President and Secretary, respectively of ESTECAR, INC. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day and acknowledged as their free and voluntary act as such President and Secretary, for the uses and purposes therein set forth, and on their respective oaths stated that they were duly authorized to execute such instrument for the corporation. Given under my hand and Notarial Seal this 3rd day of February, 2005.

Melinda J. Kapraun
Notary Public



05-2351

EXHIBIT "A"

Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 in TIMBER CREEK ESTATES SECTION THREE, a Subdivision of part of the Northwest Quarter of Section 22, Township 26 North, Range 3 West of the Third Principal Meridian, as shown on the Plat recorded Plat 3, 2005, in Plat Book 136B, Page 12+13, as Document No. 200500002350, situated in TAZEWELL COUNTY, ILLINOIS.

Tax I.D.: Pt. 02-02-22-107-017 and
Pt. 02-02-22-107-020

Commonly known as: Timber Creek Estates Sec. 3, Washington, IL 61571