

BUILDING AND USE COVENANTS AND RESTRICTIONS OF
TIMBERLANE SUBDIVISION PLAT NUMBER 4

INES C. HOFFMANN and GEORGE C. HOFFMANN, her husband, LOIS C. SCHNEPP and KENNETH H. SCHNEPP, her husband, and H. REBECCA CATRON as Trustee under order of the Circuit Court of Sangamon County, Illinois, of Illinois real estate of Lloyd F. Catron, deceased, owners of Timberlane Subdivision Plat No. 4, a subdivision of part of the S. 3 of Sec. 7, Twp. 15 N., R. 4 W. of the 3rd P.M., situated in the City of Springfield, Sangamon County, Illinois, in consideration of the purchase of any lot therein, covenant and agree with each purchaser or grantee of any lot and with his heirs, devisees, successors in title and assigns, as follows:

1. A lot shall be used exclusively for residential purposes. Only residential single family dwellings and only one garage for use of occupants of the dwelling may be erected on any lot.

2. No residence shall have a ground floor area exclusive of open porches and garage less than 1200 square feet if one story, or less than 800 square feet if more than one story, nor shall any residence be more than two and one-half stories. The cost of any residence upon lots 55 and 56 shall be no less than an amount equal to \$30,000, upon lots 60, 64, 65, 72, and 73 no less than an amount equal to \$25,000, and upon any other lot no less than an amount equal to \$22,500 adjusted for each lot in the Subdivision by the percentage increase or decrease in the cost of building index of the United States Government in the local area or if unavailable larger area from October 1, 1970 to the nearest date preceding the commencement of building.

3. Specifications and building plans of any residence shall be approved by a majority of an architectural committee composed of Ines C. Hoffmann, George C. Hoffmann, and Lois C. Schnepp. In case any committee member at any time shall be unable or desire not to continue to serve on such committee, the two remaining members shall appoint a third member of the committee who shall be an owner of a lot in the Subdivision. The architectural committee shall among other relevant factors consider the quality of workmanship and materials, the harmony of external design with existing structures, the topography, finished grade elevations and building lines in reaching a determination, though approval shall not be unreasonably withheld. In the event a majority of the committee fails to disapprove of specifications and building plans within thirty days of receipt of same, they shall be considered approved, although under no circumstances shall the grade lot level at or within ten feet of the exterior boundary of any lot vary from the boundary lot level of the adjacent lot, nor shall the cost of any residence be less than the minimum cost building covenants set forth in paragraph 2 above, nor shall the front foundation line of any residence and any garage be less than 30 feet from the front line of the lot as shown by the recorded Plat. The side foundation line of a residence and garage on a corner lot shall be no less than 30 feet from the lot line adjacent to the street.

4. Utilities shall be installed and maintained as provided in the plat of the Subdivision.

5. No trailer, no temporary structure and no basement or garage shall be placed or used on any lot for a residence. Residences and garages shall be completed within 12 months from beginning of construction.

6. No fence shall be erected within any part of the area between the front foundation line of any lot and the street. Any fence erected elsewhere shall not exceed four feet in height and be of a design and material approved by a majority of the architectural committee.

7. No sign shall be displayed on any lot except a professional sign not over 144 square inches or a "For Rent" or "For Sale" sign not over 720 square inches.

8. No oil drilling or other mining operation shall be permitted on any lot.

9. No animals, livestock or poultry of any kind shall be bred or kept on any lot, except that dogs or cats or other household pets may be kept though not for commercial purposes, and shall not be permitted to be on the lots of any person without such person's consent.

10. The owner of a lot shall keep all weeds cut before seed shall form thereon at his expense, in default of which, any owner of any other lot in the subdivision may have such weeds cut and charge the expense thereof to the owner of the lot with such weeds.

11. No person shall operate a television, radio, recording high fidelity or any other instrument at more than normal sound, nor shall any person engage at any time in any loud or offensive activity or do anything which shall cause or maintain a nuisance.

12. Rubbish, trash, garbage or other waste shall be kept in sanitary containers, which shall not be placed on the front of the lot more than the evening before day of removal and shall be taken from the front of the lot on the day of removal of contents. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. Neither the majority in interest of owners of property bordering on the lake East of the West line of the Quarter Quarter Section nor the majority in interest of owners of land bordering on the lake West of the West line of the Quarter Quarter Section may alter or eliminate the lake without the consent of the majority in interest of the other. Majority in interest shall be interpreted to be the footage of each owner bordering on the lake at spillway level. With respect to the maintenance, improvement, alteration or elimination of the lake, expense shall be allocated among owners according to the lake frontage of each owner and expense shall be incurred unless imposed by a public authority upon approval of majority in interest of the entire frontage upon the entire border of the lake. If the lake be eliminated, each owner shall acquire exclusive title to a proportionate part of the lake bed and fill thereon based on the respective lake frontage owned bears to the total lake frontage adjacent and closest to the respective lake frontage lands owned. No improvements will be erected on the land embraced within the former lake bed.

14. The foregoing covenants shall run with the land and be binding upon all persons now owning or hereafter acquiring any title or interest in any lot for a period of 25 years from the date these covenants are recorded, after which they shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to any change in such covenants.

IN WITNESS WHEREOF, IVES C. HOFFMANN and GEORGE C. HOFFMANN, her husband, LOIS C. SCHNEPP and KENNETH H. SCHNEPP, her husband, and

H. REBECCA CATRON as Trustee under order of the Circuit Court of Sangamon County, Illinois, of Illinois real estate of Lloyd F. Catron deceased, for themselves, their personal representatives, heirs, devisees, assigns and successors in title hereby execute, ratify and adopt the foregoing building and use covenants and restrictions of Timberlane Subdivision Plat No. 4.

Dated October 20 1970

Ines C. Hoffmann
Ines C. Hoffmann

George C. Hoffmann
George C. Hoffmann

Lois C. Schnepf
Lois C. Schnepf

Kenneth H. Schnepf
Kenneth H. Schnepf

H. Rebecca Catron
H. Rebecca Catron as Trustee under order of the Circuit Court of Sangamon County, Illinois, of Illinois real estate of Lloyd F. Catron, deceased

COUNTY OF SANGAMON) SS
STATE OF ILLINOIS)

I, *Ruth Traylor* Notary Public in and for the said County, in the State aforesaid do hereby certify that Ines C. Hoffmann and George C. Hoffmann, her husband, Lois C. Schnepf and Kenneth H. Schnepf, her husband, and H. Rebecca Catron, as Trustee under order of the Circuit Court of Sangamon County, Illinois, of Illinois real estate of Lloyd F. Catron, deceased, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and official seal, this *20th* day of October, 1970.

Ruth Traylor
Notary Public

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State of Illinois, Sangamon County, I hereby certify that this instrument was filed for record at *11:25 AM* on *10/20/70* in Book *1087* Page *847*
[Signature]
RECORDED