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CHAMPAIGN COUNTY

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Cover Sheet for Recording

Declaration of Restrictions and Protective Covenants for Timberline Valley North Subdivision

(6)

Prepared By & Return To:

David C. Thies
WEBBER & THIES, P.C.
202 Lincoln Square
Urbana, IL 61801
(217) 367-1126

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
TIMBERLINE VALLEY NORTH SUBDIVISION**

CHAMPAIGN COUNTY, ILLINOIS

THIS DECLARATION ("Declaration") is by the undersigned recorded lot owners ("Declarants") representing at least one-half of the lot owners of the property located in the TIMBERLINE VALLEY SUBDIVISION Nos. 1, 2, 3, and 4,

WITNESSETH:

1990R18428 #1 Plat
1992R19092 #2 Plat
1993R17489 #3 Plat
1994R31397 #4 Plat

WHEREAS, the original Protective Covenants for the Timberline Valley Subdivision No. 1 was recorded on September 14, 1990; the original Protective Covenants for the Timberline Valley Subdivision No. 2. was recorded on July 9, 1992; the original Protective Covenants for the Timberline Valley Subdivision No. 3 was recorded on June 30, 1993; and the original Protective Covenants for Timberline Valley Subdivision No. 4 was recorded on December 12, 1993,

WHEREAS, Declarants are the record owners of certain lots located in the TIMBERLINE VALLEY SUBDIVISION Nos. 1, 2, 3, and 4,

WHEREAS, Timberline Valley Subdivision is located in the County of Champaign, State of Illinois, the legal description of which is as described in the attached Exhibit A,

WHEREAS, Developer JOHN KENNY HOMES, INC. caused the same to be surveyed by Thomas B. Jordan, Illinois Registered Land Surveyor No. 2014, and having subdivided said real estate into lots, numbered 98 through 163, 201 through 234, 301 through 350, and 401 through 442, inclusive, streets and utility easements as indicated on the annexed plat bearing the certificate of the said Thomas B. Jordan on the dates of June 12, 1990, July 8, 1992, June 22, 1993, and December 6, 1994, said subdivisions to be known as TIMBERLINE VALLEY SUBDIVISION NO. 1, 2, 3, and 4, City of Champaign, Champaign County, Illinois.

WHEREAS, the Protective Covenants can be amended by instrument in writing signed by not less than one half (1/2) of the lot owners of the properties located within TIMBERLINE VALLEY SUBDIVISION Nos. 1, 2, 3, and 4 and recorded in the Champaign County Recorder's Office; and

WHEREAS, Declarants desire to amend the Protective Covenants in order to, among other things, remove language which is no longer relevant or accurate, rename the subdivision for the purpose of clarity and unite the four subdivisions into one unit.

NOW THEREFORE, Declarants, as the record lot owners of certain lots located in the TIMBERLINE VALLEY SUBDIVISION NOS. 1, 2, 3, and 4 and for the purposes set forth above, hereby amend the Protective Covenants as follows:

The following covenants ("Amended Protective Covenants") shall apply in their entirety, unless otherwise state, to all Lots in TIMBERLINE VALLEY SUBDIVISION NO. 1, 2, 3 and 4.

1. **Uniting and Renaming of Subdivision.** Henceforth, the subdivision shall no longer consist of four separate units known as Timberline Valley Subdivision 1, 2, 3 and 4. Instead, all four subdivisions shall be united as one subdivision and known as the TIMBERLINE VALLEY NORTH SUBDIVISION.

2. **Usage and Floor Area:** No lot shall be used except for single family housing and related purposes permitted in the applicable portions of the zoning ordinance of the County of Champaign and City of Champaign as amended, as the same may be in force from time to time. The total floor area of each dwelling, exclusive of porch, patio, balcony, basement and garage area shall be 1200 square feet or more. No garage shall be occupied as a residence, either temporarily or permanently.

3. **Dwelling Quality:** It is the intent and purpose of this covenant that all dwellings shall be of good quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. All construction shall be in conformity with the BOCA Basic/National Fire Prevention Code, the NFPA Life Safety Code No. 101 and the Illinois Rules and Regulations on Volatile Liquids, as amended by the City of Champaign Municipal Code 1985, as amended.

The front yard of any improved lot shall be sodded.

4. **Building Location:** No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinance of the County of Champaign or City of Champaign, as the case may be. If a more restricted setback line is set forth on the recorded plat, such setback line shall control.

5. **Architectural Control:**

a. **Committee Membership:** The Architectural Control Committee (“Architectural Committee”) shall be composed of at least three current lot owners in the TIMBERLINE VALLEY NORTH SUBDIVISION and the President of the Timberline Valley North Homeowner’s Association (“Homeowner’s Association”). A majority of the committee may designate a representative to make its report. In the event of death or resignation of any member of the Architectural Committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots in TIMBERLINE VALLEY NORTH SUBDIVISION shall have the power, through a duly recorded written instrument, to change the membership of the Architectural Committee or to withdraw from the Committee or restore to it any of its powers and duties.

b. **Powers:** It is the purpose of the Architectural Committee to promote the residential development of TIMBERLINE VALLEY NORTH SUBDIVISION and to enhance property values; therefore, the Architectural Committee shall have the right and

power to reject approval of plans submitted if they do not, in the Architectural Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Committee shall have the power to reduce minimum dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the Architectural Committee.

(1) **Building Plats, etc.:** No structural improvement shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Committee. Structural improvements include, but are not limited to buildings, fences, and other structures and excavations. Free-standing towers of any kind shall not be erected unless the lot owner has first secured the written approval of the Architectural Committee.

(2) **Approval by Architectural Committee:** The Architectural Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Architectural Committee fails to approve or reject any plan or matter requiring approval within thirty (30) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with. If the Architectural Committee rejects a plan or matter requiring approval, the lot owner may appeal that decision to the Board of Directors of the Homeowner's Association (as hereinafter defined), which shall have the final decision as to approval or rejection of such plan or matter.

(3) **Right of Inspection:** During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee, or any agent of such Architectural Committee, shall have the right to enter upon and inspect, during which reasonable hours, any building site embraced within said *TIMBERLINE VALLEY NORTH SUBDIVISION* and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

(4) **Waiver of Liability:** The approval by the Architectural Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by said Committee or any member thereof, or the present owner of said real estate.

(5) **Constructive Evidence of Action by Architectural Committee:** Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

6. **Nuisances:** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals or pets shall be housed, kept, or leashed outside the building on any lot, except within a fenced enclosure. No feeding of wildlife (other than birds using a bird feeder) is permitted within the neighborhood. The feeding of geese is strictly prohibited.

Weeds and grass shall be cut when twelve inches high. If the lot owner fails to do so, the Architectural Committee may cause weeds and grass to be cut and a lien may be filed against the property for mowing, not to exceed \$50 per cutting. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the subdivision.

Additionally, trees or shrubs may not obstruct the travel of pedestrians upon sidewalks, or vehicles on streets and alleys. The branches of a tree extending over any public sidewalk, street or other public way should be trimmed to a height of no less than eight feet above the sidewalk and fourteen feet above the street. Vegetation at intersections must be trimmed so it does not negatively affect traffic or pedestrians' safety by impairing the visibility or passage of pedestrians or vehicles. If the lot owner fails to comply with these requirements, the Architectural Committee may cause trees, bushes or other shrubbery to be trimmed and a lien may be filed against the property, not to exceed \$50 per incident.

7. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

8. **Signs:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Any professional signs shall not be displayed for a period longer than 30 days.

9. **Oil and Mining Operations:** No oil drilling, oil development operation, 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.

10. **Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets of not more than two in number may be kept; provided that they are not kept, bred or maintained for any commercial purposes.

11. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in appropriate sanitary cans and yard waste bags, out of sight from the street (in a garage, behind a privacy fence, or on the side of the house) except for the night before and the day of their designated trash pickup. Items placed by the curb meant as free giveaways must be removed from sight of the street within 48 hours.

12. **Easements:** Permanent easements have been granted and reserved to the public for public utility purposes as shown on the recorded plat for the installation and maintenance of telephone, water, cable television, power, gas, sanitary, and storm sewer lines, and any other utilities and services which may be needed for the purpose of servicing the lots and shall include the right of reasonable ingress and egress for maintenance of said lines. A ten-foot permanent easement for water, gas, and electric utility is reserved from each building structure to the lot line, same being located five feet on center line of initial installation of said lines by utility to the building structure.

There is also an easement reserved for public sidewalk as shown on the plat of TIMBERLINE SUBDIVISION NO. 3. Said easement being ten (10) feet in width and located between Lots 327 and 328, 317 and 318, and 305 and 306.

There is also an easement which has been reserved for public sidewalk as shown on the plat of TIMBERLINE SUBDIVISION NO. 4. Said easement being ten (10) feet in width and located between Lots 405 and 406; and a 10-foot easement on the rear property line of Lot 406.

13. **Fences:** No fences having an overall height of more than three (3) feet shall be constructed or allowed to remain on any lot between the street line and the building set back line, and no shrubbery or hedge located between the street line and the building setback line shall be permitted to grow over three (3) feet in height. No fences shall be constructed on any lot except

to replace or maintain fences of the same type, height, materials, and structural components as constructed with the initial building construction and improvements by Developer, unless approved by the Architectural Committee.

14. Parking: The owner of each lot shall provide off-street parking for each motor vehicle owned by such lot owner. No recreation vehicles may be stored upon a lot unless in an enclosed garage. Street parking shall be permitted only for temporary visitors and not in excess of 72 hours. Inoperable vehicles may not be stored on driveways in excess of 72 hours.

Additionally, no trailers (including trailers used for business purposes), Recreational Vehicles, campers, motorhomes, boats, or watercraft of any kind may be parked in driveways or on the street.

15. Maintenance of Improvements: It shall be the responsibility of each lot owner to maintain in good condition the improvements upon his lot and to keep the same in a clean and neat condition.

16. Commons Area: It is specifically understood and agreed that lots 98, 99 and 100 in Timberline Valley North Subdivision have been designated as "Commons Area" and the same being available for usage by all Timberline Valley North lot owners and their respective guests. Said area shall be maintained by the Homeowner's Association and its successors in interests and assigns, provided for herein, and each lot of the Subdivision shall be subject to assessment in accordance with the commons area percentages set forth in paragraph 18 below for their contribution to such maintenance. Easements for the usage of the Commons Areas are granted to all lot owners, in accordance with the reasonable rules and regulations provided by the Homeowner's Association for usage, and drainage easements and utility easements are granted to the public for drainage and public utility purposes commensurate with the limits of such Lots 98, 99 and 100 as shown on the recorded plat of the previous Timberline Valley No. 1.

17. Post Lanterns: Concurrently with the occupancy of a residence upon each lot, the owner thereof shall provide a post lantern in the front yard located not more than ten (10) feet from the sidewalk and ten (10) feet from the nearest driveway boundary. Such post lantern shall be equipped with a photo-electric cell causing the post lantern to be illuminated automatically at dusk throughout the year.

18. Homeowner's Association: It is understood that the owners of each lot in TIMBERLINE VALLEY NORTH SUBDIVISION shall automatically be members of the Timberline Valley North Subdivision Homeowner's Association ("Homeowner's Association") and shall be subject to the articles of incorporation, by-laws, and reasonable rules and regulations of such Homeowner's Association and shall be subject to assessment in accordance therewith. Except as otherwise provided, the Homeowner's Association shall have the authority to enforce these covenants and restrictions and the authority to levy assessments. The Commons Area shall

contain a storm detention basin and other amenities for the benefit of all lot owners of TIMBERLINE VALLEY NORTH SUBDIVISION.

The Common Area shall be subject to the rules and regulations established by the Homeowner's Association, and the use of commons area and common facilities shall be subject to the rules and regulations established by said Homeowner's Association.

Accordingly, the maintenance of such Commons Area shall be the responsibility of the Homeowner's Association, which Homeowner's Association shall have the authority to levy assessments upon such lot owners in the following manner:

GROUP 1 (Lake Lots): Lots 101 through 118 (except lot 110) inclusive, and Lots 132 through 140 inclusive, and Lots 147 through 152 inclusive, all in the former Timberline Valley Subdivision No. 1 and Lots 201, 202 and 204 in the former Timberline Valley Subdivision No. 2.

GROUP 2 (Non-Lake Lots): Lot 110, 119 through 131, inclusive, 141 through 146, inclusive, 153 through 163, inclusive, all in the former Timberline Valley Subdivision No. 1 and Lot 203 and 205 through 234, inclusive, all in the former Timberline Valley Subdivision No. 2; and all lots in the former Timberline Valley Subdivision No. 3 and the former Timberline Valley Subdivision No. 4.

The assessment for Group 1 shall be twice that of Group 2. Each lot in Group 1 shall be entitled to two (2) votes and each lot in Group 2 shall be entitled to one (1) vote at any meeting of the members of such Homeowner's Association.

19. Annexation: Concurrently with the closing of a sale by John Kenny Homes, Inc. to a third party, such third party shall execute a written agreement in a form approved by the City Attorney for the City of Champaign, Illinois, providing for the annexation of such lot to the City of Champaign, Illinois upon the same becoming contiguous to the boundaries of the City of Champaign, Illinois. The lot purchaser agrees to reimburse John Kenny Homes, Inc. for the cost of fire protection paid by it to the City of Champaign, Illinois from the time of lot purchase until actual annexation takes place. This covenant is enforceable by the city of Champaign.

20. Terms: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by a majority of the then owners of the lots in TIMBERLINE VALLEY NORTH SUBDIVISION and the future development lots to be added thereto has been recorded agreeing to change said covenants in whole or in part; provided that covenants 12, 19 and 22 must be approved in writing by the City of Champaign.

21. Assessment Liens: Any dues, annual assessments, special assessments or any other charges levied by the Homeowner's Association shall be a charge on the lot against which it is levied or assessed and shall be a continuing lien against such lot for the amount of the dues

or such assessment that is at any time unpaid. All costs of collection thereon, including attorneys' fees and court costs, in addition to being a lien on each such lot so assessed, shall also be the personal obligation of the person or persons who were the owners of such property at the time such assessment or dues were levied.

22. Enforcement: The terms of this Declaration, including the terms of the covenants and restrictions (all referred to in this paragraph as "Covenants") may be enforced by a legal action which is described as either being at law or in equity allowing for, among other methods of enforcement, enforcement of the Covenants by way of a claim or a violation of the contractual agreement or enforcement by way of a request for an injunction. Enforcement may be obtained against any person who violated or attempts to violate a Covenant. Enforcement may be by the Homeowner's Association or by the Architectural Committee, all of whom shall have the power to seek an appropriate remedy from the applicable court and enforce the Covenants. The remedies shall include, but not be limited to, the remedy of specific performance, whereby the court may require that the person violating a Covenant may be directed to take specific action in order to cure a violation. If the Covenant is successfully enforced by either the Homeowner's Association and/or the Architectural Committee, the Homeowner's Association and/or the Architectural Committee, as applicable, shall be entitled to recover all costs of collection thereon, including attorneys' fees and court costs against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

In addition to the above remedies, the Homeowner's Association shall also have the power to impose fines against any person who, after being notified of a violation of these covenants, fails to remedy the violation within a reasonable amount of time, as determined in the sole discretion of the Homeowner's Association. These fines shall not exceed \$50 per month per violation, and enforcement of such fines shall not in any way preclude enforcement in accordance with the remainder of this section by the Homeowner's Association or any other entity herein described.

23. Dedication: John Kenny Homes, Inc., hereby grants and dedicates for the use of the public as streets, drives, and sidewalks all of the streets, drives and sidewalks shown on said plat.

24. Release of Covenants: The majority of the owners of legal title of record of the lots in TIMBERLINE VALLEY NORTH SUBDIVISION and the future development lots to be added thereto shall have the authority at any time to release all or from time to time any part of the Amended Protective Covenants, reservations, liens or charges herein set forth applicable to such lots and upon recording of such waiver or releases in the Recorder's Office of Champaign County, Illinois, such covenant, condition, lien or charge shall no longer be required under the provisions herein set forth. There shall be no vote allocated to Lots 98, 99 and 100. Prior to the amendment of any covenant dealing with the maintenance of any common sanitary sewer written approval of such amendment must first be obtained from the City of Champaign and the Urbana-

Champaign Sanitary District. Any change in Section 12, 19, and 22 of these Amended Protective Covenants must be approved in writing by the City of Champaign, Illinois.

25. Counterparts: This Declaration may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

26. Invalidity: If it shall be at any time held that any one of the foregoing restrictions, conditions, covenants, reservations or any part thereof is invalid or for any reason becomes unenforceable no other restrictions, conditions, covenants, reservations, liens or charges or any part thereof shall be thereby affected or impaired.

IN WITNESS WHEREOF, no less than one-half (1/2) of the Owners of legal title of record of the lots in the former TIMBERLINE VALLEY NOS. 1, 2, 3, and 4, now collectively known as TIMBERLINE VALLEY NORTH SUBDIVISION, do hereby approve the within Declaration of Restrictions and Protective Covenants for Timberline Valley North Subdivision, as of the 16th day of JANUARY, 2023, as attested to by the President and Secretary of the Timberline Valley North Subdivision Homeowners Association.

Dated at Champaign, Illinois, this 18th day of JANUARY, 2023.

Timberline Valley North Subdivision
Owners

Attest:



President

Timberline Valley North Subdivision Homeowners Association

Attest:



Secretary

Timberline Valley North Subdivision Homeowners Association