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and Return To:

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DECLARATION OF RESTRICTIONS
FOR TRAILS AT TIMBER OAKS SUBDIVISION
PHASE 1 AND FUTURE PHASES

THIS DECLARATION OF RESTRICTIONS is made this _____ day of _____, 2008, by **TRAILS AT TIMBER OAKS, LLC, an Illinois Limited Liability Company**, hereinafter referred to as the "Developer", for certain property, hereinafter referred to as the "Subdivision", which is legally described as follows:

Lots 100 through 125 inclusive, Lots 155 through 165 inclusive, Lots 186 through 205 inclusive and Lots 221 through 230 inclusive, in **TRAILS AT TIMBER OAKS SUBDIVISION PHASE 1**, a Subdivision, as shown by Plat recorded in Plat Book _____, at Page _____, as Document No. _____, situated in the County of Tazewell, in the State of Illinois.

For Tax Identification Numbers, see Exhibit "A" attached hereto.

I. RESTRICTIONS

1. **APPLICATION OF RESTRICTIONS.** All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth. These Restrictions shall also apply to all future Phases of Trails at Timber Oaks Subdivision.

2. **USE.** The Subdivision shall be used for residential purposes only, and no business, commercial or manufacturing enterprise shall be conducted on the Subdivision. Only one single-

family dwelling shall be erected, unless zoned R2 on final plat, altered, placed or permitted to remain on any tract along with one additional detached garage or storage building. All attached garages shall be adequate in size to store a minimum of two (2) vehicles. Any buildings must conform and harmonize in external design, color, and finish with the residence on that particular tract. No other buildings shall be permitted on each lot without the written consent of the Developer.

3. **NO FURTHER SUBDIVISION.** No lot or lots as platted shall be divided so as to result in creation of additional lots. However, the Developer, at Developer's sole discretion, may permit an entire lot, or a portion of a lot to be added to an adjacent lot to create a larger lot, provided that the location of the building setback lines shall be modified to reflect the new size of such lot.

4, **DEVELOPER'S APPROVAL.** No residence, garage, storage building, tower, satellite dish of any size, or swimming pool shall be erected, placed or altered on any lot in the Subdivision until the building plans, specifications and site plans of said improvements have been submitted to and approved by the Developer. The Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to size and location of the building with respect to topography and finished ground elevation. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before commencement of any construction on a lot. One copy of said building plans, specifications, and site plans shall be retained by the Developer. The Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If the Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same have been received by the Developer, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or color, must be approved in writing by the Developer prior to continuation of construction.

5. **CONSTRUCTION.** The outside finishing of all buildings must be completed and lawns established within one (1) year after construction has started, and no steel siding, asphalt shingles, building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any such building (however, asphalt shingles are acceptable roofing material); exterior finish shall be wood, siding, logs, brick, stone, stucco or synthetic stucco with a minimum of fifty (50) percent in brick or stone veneer on the front elevation of house. Mortarless brick veneer products are not acceptable as an exterior finish. Roof pitch on main body of house must be a minimum of 6/12. Maximum foundation exposure to grade on house is 8 inches in the front of the house and 24 inches on sides and back of the house. The Developer has negotiated a special "Trails at Timber Oaks Package" for all customers that use LS Building Products who is the preferred (but not exclusive) supplier of Framing, Siding, Roofing, Windows, Exterior Doors and Interior Trim Packages. Anderson Windows is the preferred (but not exclusive) window and is available through the "Trails at Timber Oaks Package" with LS Building Products. The minimum gauge for vinyl siding is 0.044. Fiberglass or asphalt style shingles must be a minimum of 30 year architectural laminated shingle. All exterior colors will harmonize with other improvements in the Subdivision. All single-family dwellings are required to have not less than 1,800 square feet of enclosed living area exclusive of porches, breezeways, carports, patios, pool areas, garages, basements and other accessory uses. Multiple level dwellings shall have a minimum of 2,200 square feet of enclosed living space unless prior written approval by the Developer has been granted. **Prior**

to any construction and once the dwelling position is established, the driveway entrance with “curb cut” must be made. Prior to construction or excavation, the lot owner shall install a white rock driveway at least twelve (12) feet in width by a minimum of thirty five (35) feet in length to prevent mud from accumulating on the roads in the Subdivision. At the beginning of framing construction, the lot owner is required to provide on the lot, a garbage/trash dumpster and shall be responsible for keeping the lot and street cleaned daily. Sidewalks, as required by the Village of Morton ordinances shall be installed by the building contractor at the time of house construction.

6. **PROHIBITED STRUCTURES.** No trailer, motor home, mobile home, or similar type structure, school bus, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction, be used as a residence. No prefabricated, pre-cut, sectional or modular homes (i.e., stack-a-shack) are allowed.

7. **UTILITY EASEMENTS.** Utility easements as shown on the plat are hereby reserved for the use of public and private utilities to install, lay, construct, renew, operate and maintain gas pipes, conduits, cables, poles and wires, either overhead or underground with all necessary braces, guys, anchors and other appliances for the purpose of serving the Subdivision and adjoining property with gas, water, electricity, cable television and telephone service, including the right to use the streets where necessary and together with the right to enter upon the lots at all times to install, construct, renew, operate and maintain said gas pipes, conduits, cables, poles and wires and other appliance, and to trim and keep trimmed any trees and shrubs or saplings that interfere with said public utility equipment.

8. **STORM SEWER.** Storm sewer and drain tile easements as shown on the plat, are also reserved for the use or purpose of storm water, such use or purpose to include the construction, maintenance, renewing, repairing, operating and controlling of such drainage system together with the necessary manholes and connections. No permanent building or trees shall be placed on said easements, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements for public utility. The owners of the lots in the Subdivision, or any homeowner’s association created by them, shall collectively own and maintain the storm sewer appurtenances within the Drainage and Detention Easements as shown on the Final Plat of the Subdivision. In the event of the failure of the lot owners or any homeowner’s association to properly maintain the storm sewer appurtenances and drainage and detention easements, the Village of Morton, shall have any and all remedies available to it, in law or in equity, to collect the costs incurred by the Village to maintain the storm sewer appurtenances and drainage and detention easements, including the right to place a lien on each Subdivision lot. Notwithstanding anything stated in these restrictions, this paragraph may not be amended without the consent of the Village.

9. **LOT DRAINAGE AND GRADING PLAN.** Each lot owner shall submit a Drainage and Grading Plan (Erosion Control Plan) to the Developer for approval. Lot owners shall be responsible for directing their storm water drainage as to not create erosion on adjoining lots. Lot owners will notify Developer in writing that grading is complete and ready for inspection. Developer will inspect grading to confirm compliance at finish grade stage before landscape, seed and/or sod and will accept or reject work in writing. Sump pump drain lines and downspouts will not be allowed to discharge onto adjoining lots or streets. The storm water from sump pumps must discharge in sump pump drain line where installed by Developer. Down spout water must not drain

onto adjoining lots but rather to drainage swails.

10. **MAINTENANCE.** All owners of the lots shall keep their respective lot well maintained and in a presentable condition. No weeds or grass more than eight (8) inches in height nor any other unsightly growth or debris, shall be permitted to grow or stand upon any lot in the Subdivision. The Developer shall be permitted to enter upon any lot or lots to clear debris and to cut or trim, and keep trimmed, any weeds, grass, or other growth allowed to grow or stand in violation of this paragraph 10, and such cutting, trimming, or clearing shall be done at the expense of the recorded owner of such lot or lots, and at the option of the Developer, may constitute and be recorded as a lien against said lot or lots. Such liens may be enforced against the owner's property as permitted by law. Such entrance for the purpose set forth in this paragraph 10 shall not be deemed a trespass. The provisions of this paragraph 10 shall not be construed as an obligation on the part of the Developer to cut, trim or keep trimmed, any such weeds or grass or clear debris from any lot.

11. **DAMAGE AND CLEAN-UP.** Each lot owner shall be responsible for (a) all damage to any roads or curbs caused during the construction of any improvements and (b) the clean-up of any dirt or debris resulting from such construction. In the event a lot owner fails to repair any such damage or clean-up any dirt or debris, the Developer shall attempt to so notify the owner of said lot in writing with said notice to be mailed by certified mail, if more current information is not available, to the address listed with Tazewell County Supervisor of Assessments for the mailing of tax bills for said lot. If the repair or clean-up is not commenced within ten (10) days of the mailing such notice, the Developer may undertake such repairs or clean-up. Any charges sustained by the Developer may be charged to the lot owner, and at the option of the developer may constitute and be recorded as a lien against said lot. Such liens may be enforced against the owner's property by foreclosure in the same manner as mechanical liens or by any other method permitted by law. Such liens must be recorded within two years of the time the debt was incurred and, unless enforced, shall expire two (2) years of recording. Attorneys' fees and court costs shall be recoverable for enforcement of such liens.

12. **OUTDOOR LIGHTING AND MAILBOX.** In conjunction with each dwelling erected, each owner shall install at least one (1) electrically powered post light controlled by an automatic dusk to dawn activated photoelectric cell no more than ten (10) feet from the street right-of-way line. The post light shall be installed and operative prior to occupancy. Mailboxes shall conform with the character, color and design established by the Developer. The Developer has adopted a uniform mailbox and post design requirements, in conformity with the requirements specified by the U.S. Postal Service. Lot Owner shall pay for mailbox, post and installation.

13. **WASTE.** The Subdivision shall not be used or maintained as a dumping ground for rubbish. Building materials and debris shall not be dumped on any lot in the Subdivision. Trash, garbage or other waste shall not be kept except in a sanitary container. No inoperable vehicles shall be stored outside. Except as necessarily incidental to the construction of any residence, building or other approved structure on a lot in the Subdivision, no new or used construction materials or supplies, junk, wrecked or unused machinery, inoperable or unlicensed vehicles, commercial property or equipment or the like shall be kept or allowed to remain in the Subdivision, except inside a building.

14. **ANIMALS.** No Animals, livestock or poultry of any kind shall be raised, bred, or

kept on any lot in the Subdivision except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No pet runs or cages may be erected. Pets shall not be allowed to roam beyond the boundaries of the Property in such manner as to become nuisances or interfere with other homeowners. Homeowners with dogs and cats as pets shall not leave them outside the house after dark if they are unattended.

15. **DIRT**. No dirt excavated in connection with the construction of any structure on any lot in the Subdivision may be removed from the Subdivision without the prior written approval of the Developer. The Developer may designate other locations within the Subdivision where any such dirt is to be placed. No fills or embankments shall be made within the Subdivision of materials other than earth, cinders, gravel, stone or masonry. Any lot owner requesting excess dirt does so at their expense and will be responsible for any damage to infrastructure and/or adjoining lots.

16. **FENCES**. In order to preserve the natural quality and aesthetic appearance of the existing geographic area within the Subdivision, all front of the house property lines shall be kept free and open on to another. Fences will be permitted no further forward than the back corner of the dwelling and will be subject of approved by the Developer. In such cases, the Developer shall determine the size, location, height and composition of fence or other enclosure. Any fence installed must be well maintained and kept in good repair. Decorative fences such as wrought iron are permitted.

17. **SWIMMING POOLS**. All swimming pools must be enclosed by fencing approved by the Developer and shall, in all respects, comply with the ordinances and building code of the Village of Morton, Illinois in reference to swimming pools. All devices used in connection with the swimming pool, including the filter and circulation pump, shall be located inside the required fence and concealed from view. All swimming pools must be "in ground" pools and located in the rear yard only.

18. **DRIVEWAYS**. All driveways leading from the street to garages must be blacktop, brick or concrete construction unless written approval for a deviation is granted by the Developer. The driveway opening where the driveway intersects the street shall be no greater than the width of the driveway plus a five (5) foot radius on each side. Lot owners shall be responsible for the payment of the cost of repair of any damage to the street, curbs & gutters, drainage ditches, culverts or other Subdivision improvements caused by them, their contractors, their agents or invitees.

19. **OUTDOOR ITEMS**. Firewood, and TV satellites or reception dishes or devices must be appropriately screened to conceal them from abutting lots. The placing and screening of such devices must be approved by the Developer prior to installation. No satellite dishes or TV reception dishes or devices over three (3) feet in diameter shall be allowed. No radio towers, permanent clotheslines or billboards shall be erected or maintained in the Subdivision. Playground equipment shall be limited to the back yard area.

20. **SIGNS**. No signs of any kind shall be displayed to public view on any lot, except one sign per lot of not more than five square feet advertising the property for sale, for rent or sold. In addition, the Developer and a builder may each place a sign on each lot to advertise the property during the construction and sales period. Garage sale signs shall be permitted only on a temporary basis.

21. **COMPLIANCE.** All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with the covenants, restrictions, and provisions contained herein as to the use of the Subdivision, and the construction of residences.

22. **ENFORCEMENT OF RESTRICTIONS.** Any lot owner, or homeowner's association created by the owners, shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or obligations contained herein, either to prevent him or them from doing so or to recover damages for such violations. Should any owner or the successor in interest of any owner be required to incur attorney's fees, costs, and/or other expenses as a result of another owner's violation of or failure to perform any obligation pursuant to the terms of this Declaration, the owner so violating or failing to perform shall be liable to the other owner for any reasonable attorney's fees, costs, and expenses incurred by such owner.

23. **INVALIDATION OF RESTRICTIONS.** Invalidation of any one of these covenants or provisions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

24. **AMENDMENTS.** Until the Developer divest itself of all interest in all lots of the Subdivision, or otherwise consents in writing, the Developer shall retain the right to amend, modify or annul any of the Restrictions detailed herein or on the Plat of the Subdivision by a written instrument to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois. Upon the sale of all of the Developer's interest in the Subdivision, or with the written consent of the Developer, these Restrictions may be amended by the affirmative vote of two-thirds of the total occupied residence homeowners in the Subdivision, with the collective owners of each lot to have one vote in regards to any such issues.

25. **LOT OWNERS' APPROVAL.** Upon the sale of all of the Developer's interest in the Subdivision, or with the written consent of the Developer, a majority of the lot owners may exercise all rights of approval held by the Developer and may also elect to create a homeowner's association. Upon its formation, all lot owners shall be members of the association.

26. **LIMITATION OF LIABILITY.** In no event shall any action or inaction by the Developer in regards to the Developer's power or duties expressed herein constitute or give rise to any liability against the Developer, provided such action or inaction does not constitute willful misconduct in the performance of its duties.

27. **WATER RETENTION LOTS.** The owners of lots 105, 106, 107, 108, 109, 119, 120, 123, 124, 192, 193, 194, 195, 196, and 197 shall be equally responsible for the maintenance of the water retention area (exclusive of the dams) abutting their respective lots as shown on the Final Plat of the Subdivision. The lot owners shall hold the Village of Morton and Developer harmless from any claims, causes of action, demands or damages that might be asserted by a third party with respect to any pollutants that may enter into or be present in the water retention areas. The owners of the foregoing lots shall have exclusive rights to the water retention area to which their lots abut. The rights to the water retention areas may be conveyed or assigned only by transfer of ownership of one of the foregoing lots. In the event of the failure of the lot owners or any homeowner's association to

properly maintain the water retention areas or dams, the Village of Morton, shall have any and all remedies available to it, in law or in equity, to collect the costs incurred by the Village to maintain the water retention areas or dams, including the right to place a lien on each of the foregoing lots with respect to maintenance of the water retention areas and on each lot in the Subdivision with respect to maintenance of the dams. Notwithstanding anything stated in these restrictions, this paragraph may not be amended without the consent of the Village.

28. **NO RESERVE ACCOUNTS.** The Developer shall not be required to maintain or fund any reserve accounts to provide for capital expenditures, replacements or contingencies with respect to any common areas including, without limitation, all signage easements.

II. HOMEOWNERS ASSOCIATION

1. **MEMBERSHIP IN ASSOCIATION.** Upon its formation, all lot owners in the Subdivision shall become members of the Trails at Timber Oaks Homeowners Association (hereinafter referred to as the "Association"). All lot owners in any future phases of Trails at Timber Oaks Subdivision shall also become members of the Association. Membership in the Association shall run with the land, and any conveyance of an interest to property in the Subdivision and any future phases shall be deemed a conveyance of the associated membership in the Association.

2. **FORMATION OF ASSOCIATION.** The Association shall be formed on the earlier of: (a) the sale of all of the Developer's interest in the Subdivision, or (b) the sale of 75% of the total lots in the Subdivision, plus written approval by the Developer for formation of the Association. The Association shall not be deemed formed until written notice of the formation of the Association has been recorded in the Office of the Tazewell County Recorder of Deeds and indexed to each lot in the Subdivision.

3. **POWERS AND DUTIES OF ASSOCIATION.** Once formed, the Association shall have the following powers and duties:

(a) **Enforcement of Restrictions:** The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf and shall be entitled to recover reasonable attorneys' fees and costs with respect to any such suit.

(b) **Maintenance:** The Association shall be responsible for the inspection, care, maintenance and upkeep of any easements, dams, common areas and entryways of the Subdivision, if any, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Developer or the Association for maintenance of Subdivision signs, lighting, landscaping, or common areas.

(c) **Construction Approval:** Upon written grant of authority from the Developer, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance.

(d) **Power to Assess:** The Association shall be authorized to assess fees against the lot owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.

(e) **Developer's Rights:** Upon written grant of authority from the Developer, the Association shall have all rights otherwise reserved to the Developer.

(f) **Indemnification:** The Association shall indemnify and hold harmless the Developer against all expenses (including attorneys' fees), judgments, claims or demands incurred with respect to any suit, proceeding or other action arising out of its actions or inactions with respect to the Subdivision, provided such action or inaction does not constitute willful misconduct in the performance of its duties.

4. **ORGANIZATION AND OPERATION OF THE ASSOCIATION.** Once formed, the Association may establish guidelines and by-laws for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.

5. **INITIAL MEETING AND ORGANIZATION OF ASSOCIATION.** Notice of the initial meeting of the Association shall be provided by the Developer by either the delivery or mailing of notice, regular mail, to each lot owner in the Subdivision, or by the posting of a notice of the meeting in at least three conspicuous locations in the Subdivision at least 14 days prior to the meeting. Any such notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within 45 days of the initial mailing or posting of the notice. If notice is given by posting, said notices shall remain posted for at least 14 days. The Developer may conduct the initial meeting until such time as the first election of trustees. If the Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual lot owner in the Subdivision by following the procedures noted herein.

6. **VOTING RIGHTS.** In regards to all Association matters, one vote may be cast by the collective owners of any lot in the Subdivision. In the event any lots have been combined, the respective owners of such combined lot may cast one vote. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six months of execution.

7. **ELECTION OF TRUSTEES.** At the initial meeting of the Association, each lot owner shall be entitled to cast one vote for each lot owned for the election of Trustees of the Association. Those three individuals receiving the highest total of votes shall be elected as Trustees of the Association. The Trustees shall have the following rights and duties:

(a) **Budget:** The Trustees shall formulate a budget based on the estimated annual expenses of the Association for inspection of dams, maintenance of common areas and easements and organizational or other costs, with a reasonable reserve.

(b) **Assessment:** The Trustee shall provide for the assessment of fees to each lot owner in an amount necessary to provide the estimated funds required

pursuant to the budget.

(c) **Employment**: The Trustee shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the common areas of the Association, and to employ and retain on behalf of the Association such legal, accounting, or other professional services as may be required by the Association.

(d) **Creation of By-Laws**: The Trustee shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.

(e) **Payment of Invoices**: The Trustee shall pay the bills of the Association and to maintain accounts, books and records in accordance with standard accounting practices.

8. **PROVISIONS RELATING TO TRUSTEES**. Unless and until the Association adopts new by-laws, each Trustee shall be elected for a period of two years, provided, however, that the two Trustees receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of one year, with their successors to be elected for two year terms. The Trustees shall provide for at least an annual meeting of the Association to be held at a reasonable time and place, which meeting shall include the election of new Trustees, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all lot owners or by conspicuously posting notice of said meeting for 14 days in advance of the meeting in at least three places in the Subdivision. Trustees shall not be entitled to receipt of compensation for their acts as Trustees, nor shall any Trustee receive compensation for professional advice provided to the Association (except reimbursement for reasonable out of pocket expenses). Absent fraud or gross negligence, no Trustee shall be personally liable for any act or failure to act on behalf of the Association.

9. **ADOPTION OR AMENDMENT OF BY-LAWS**. The Association may adopt or amend the By-laws of the Association upon the affirmative vote of three-fourths of all lot owners in the Subdivision.

10. **ASSESSMENTS**. The Association shall be empowered to assess each individual lot for said lot owner's proportionate share of the budget established by the Trustees. Assessments against each lot in the Subdivision shall be in equal amounts regardless of a lot's size. Owners of any combined lot shall pay an assessment for such combined lot equal to a standard lot assessment. In the event the Association is formed prior to the sale of all of Developer's lots in the Subdivision, the assessments with respect to any lots owned by the Developer shall be limited to the proportionate share of the actual operating expenses of the Association and shall not include capital expenditures or amounts to be set aside as a reserve for contingencies or replacements.

11. **LIENS**. Any amount assessed against an individual lot which remains unpaid thirty days after said assessment becomes due may, at the option of the Association, become a lien against the lot by placing notice of record with the Tazewell County Recorder of Deeds. In order to become a valid lien, said lien must be placed of record within two years of the time said amount claimed became due, with the lien to expire two years after recording of same. Payment of said lien may be

enforced by foreclosure in the same manner as mechanic's liens or by any other method permitted by law, and the Association shall be entitled to recover reasonable attorney's fees and court costs incurred in recovery of amounts due.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals as of the day and year first above written.

**TRAILS AT TIMBER OAKS, LLC, an Illinois
Limited Liability Company**

By _____
David D. Durham, a Member

By _____
Thomas Majewski, a Member

By _____
Michael Antle, a Member

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, **DO HEREBY CERTIFY THAT DAVID D. DURHAM, THOMAS MAJEWSKI and MICHAEL ANTLE**, personally known to me to be Members of **TRAILS AT TIMBER OAKS, LLC, an Illinois Limited Liability Company**, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Members, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth; and on their oath stated that they are duly authorized to execute said instrument.

Given under my hand and notarial seal this _____ day of _____,
2008.

Notary Public