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*Michael T. Costello*

RECORDER

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1. **Title of Document:** Indenture of Trust and Restrictions  
for Indian Spring
  2. **Date of Document:** May 4, 2007
  3. **Grantor(s):** Shiloh Building Group, LLC
  4. **Grantee(s):** Indian Spring Homeowners Association
  5. **Grantee's Mailing Address:** c/o Golden Management, Inc  
401 N. Lindbergh Suite 330  
St Louis MO, 63141
  6. **Legal Description:** See Exhibit A annexed to the document
  7. **Reference(s) to Book and Page(s):** N/A

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.

**INDENTURE OF TRUST AND RESTRICTIONS  
FOR INDIAN SPRING  
VILLAGE OF SHILOH , ST. CLAIR COUNTY, ILLINOIS**

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR INDIAN SPRING (the "Indenture"), made and entered into this 4<sup>th</sup> day of MAY, 2007, by and between SHILOH BUILDING GROUP, LLC, a Missouri limited liability company (hereinafter referred to as "Grantor"), and INDIAN SPRING HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation hereinafter referred to as "Association" or, for purposes of recording in the St.Clair County Records, "Grantee."

WITNESSETH, THAT:

WHEREAS, Grantor is the owner of a tract of real property (the "Property") located in the Village of Shiloh , St. Clair County, Illinois, as more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Grantor has caused the Property to be subdivided under the name "Indian Spring" (sometimes hereinafter referred to as the "Subdivision"), and has caused or will cause the record plat(s) of the Subdivision to be recorded in the St. Clair County Records; and

WHEREAS, there have been or will be designated and reserved on the plat(s) of the Subdivision certain common ground, outlots and easements which are for the exclusive use and benefit of the residents of the Subdivision; and

WHEREAS, Grantor, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to protect the Property, subdivided as aforesaid, against certain uses, and mutually to benefit, guard and restrict future residents of the Subdivision and to foster their health and safety; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (sometimes hereafter termed "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any of the Property, all as hereinafter set forth:

## DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Control Committee" shall have the meaning set forth in Article VII hereof.
2. "Association" shall mean and refer to the Indian Spring Homeowners Association, an Illinois not-for-profit corporation, and its successors and assigns.
3. "Board" or "Directors" shall mean the Board of Directors of the Association.
4. "Village" shall mean and refer to the Village of Shiloh, Illinois, a municipal corporation and political subdivision of the State of Illinois.
5. "Village Council" or "Council" shall mean and refer to the Village Council of the Village.
6. "Common Ground" shall mean and refer to the Outlots, Common Ground, Detention and Green Spaces shown on the Plat(s) and all other real property, if any, and the improvements thereon owned by the Association, and all easements, licenses and other rights held by the Association for the common use and enjoyment of all Owners, including, without limitation, lakes, streets, alleys, walkways, storm water sanitary sewers and drainage facilities (including detention basins), retaining walls, subdivision entrance ways and monuments, street lights, and other such areas and facilities. Nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in or constructed upon the Property.
7. "Consumer Price Index" shall mean and refer to the Consumer Price Index For All Urban Consumers, All Items, St. Louis, Missouri (1993-95=100), published by the Bureau of Labor Statistics, United States Department of Labor.
8. "County" shall mean and refer to St. Clair County, Illinois, a political subdivision of the State of Illinois.
9. "Grantor" shall mean and refer to Shiloh Building Group, LLC, a Missouri limited liability company, its successors and assigns, including, but not limited to, any builder or developer who purchases vacant Lots within the Property for the purpose of building residences thereon for sale to third persons.
10. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Indian Spring, Village of Shiloh, St. Clair County, Illinois, as from time to time amended.
11. "Lot" shall mean and refer to any plot of land, with the exception of the Outlots, Common Ground, Detention and Greens Spaces, shown on the Plat(s).



12. "Member" shall mean and refer to a member of the Association.
13. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.
14. "Outlots" shall mean and refer to the Outlots shown on the Plat(s).
15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot in the Property, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Grantor.
16. "Plat(s)" shall mean the record plat(s) of the Subdivision as approved by the Village and recorded in the County Records.
17. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.
18. "Restricted Property" shall mean the property defined as such in the Declaration.
19. "Subdivision" shall have the meaning ascribed in the recitals to this Indenture.

## ARTICLE II

### DURATION OF TRUST

The trust herein created shall continue until such time as the Plat(s) may be vacated by the Village, or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of all Lots in the Subdivision, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by said Association. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of the Owners of Lots and none of the owners of Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the conveyance of a Lot, and any sale of any Lot shall carry with it without specifically mentioning it all the incidents of ownership of the Common Ground.

## ARTICLE III

### RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any monetary consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the Property.



## ARTICLE IV

## THE ASSOCIATION AND ITS MEMBERS

1. Function of Association. The Association is responsible for management, maintenance, operation and control of the Common Ground and for enforcement of this Indenture.

2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Article IV, Section 3 of this Indenture, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of the Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3. Voting. The Association shall have two classes of membership, i.e., Class "A" and Class "B."

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership under Article IV, Section 2 of this Indenture, except that there shall be only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Article X, Section 7 of this Indenture.

(b) Class "B." The Class "B" Member shall be the Grantor. The Class "B" Member shall be entitled to three (3) votes for each Lot owned.

The Class "B" membership shall terminate upon the earlier of:

(i) when the total number of votes held by the Class "A" Members equal the total number of votes held by the Class "B" Member; or

(ii) December 31, 2017; or

(iii) when Grantor, in its sole discretion, so determines and declares in an instrument recorded in the County Records.

Upon termination of the Class "B" membership, Grantor shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

DESIGNATION AND SELECTION OF DIRECTORS  
AND MEETINGS OF MEMBERS

1. Original Directors. The Board of Directors of the Association shall consist of three (3) Members. The original Directors shall be Gregory Vatterott, Milton C. Goldenberg and Steven Goldenberg, who shall serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or a successor Director appointed by Grantor resign other than as required by Section 2 of this Article V, refuse to act, become disabled or die, Grantor shall have the power to appoint a successor Director who shall serve until his successor is elected by the Members in the manner hereinafter provided.

2. Election of Directors. Within ninety (90) days after the Village has issued occupancy permits ("Permits") for fifty percent (50%) of the Lots authorized to be developed in the Subdivision, or at such earlier time as Grantor may determine, Grantor shall cause the resignation of one (1) of the original Directors, and a successor Director shall be elected by the then Class "A" Members. Within ninety (90) days after the Village has issued Permits for ninety-five percent (95%) of the Lots authorized to be developed in the Subdivision, or at such earlier time as Grantor may determine, Grantor shall cause the resignation of a second original Director, and a successor Director shall be elected by the then Class "A" Members. The two (2) Directors elected by the Class "A" Members pursuant to the foregoing provisions shall serve until thirty (30) days after the Village has issued Permits for all Lots authorized to be developed in the Subdivision, or until such earlier time as Grantor may determine, whereupon the term of such elected Directors shall expire, Grantor shall cause the resignation of the third original Director then serving hereunder, and the then Class "A" Members shall elect three (3) successor Directors, one (1) of which shall be elected to serve for one (1) year, one (1) of which shall be elected to serve for two (2) years, and one (1) of which shall be elected to serve for three (3) years from the date of election (the first annual meeting of the Members to be held under Section 7 of this Article shall be held within one year from the date of such election). Thereafter, all Directors shall be elected for terms of three (3) years.

3. Manner of Conducting Elections. (a) The elections for the first two (2) successor Directors under Article V, Section 2 of this Indenture shall be by mail. Notice of call for nominations shall be sent to all Class "A" Members, and shall require all nominations be received within thirty (30) days thereafter. Upon receipt, all nominations shall be compiled on an election ballot and mailed to all Class "A" Members, who shall have thirty (30) days thereafter to cast their votes and return their ballots to Grantor. The person receiving the most votes shall be elected the successor Director; provided, however, if the person elected declines to serve, the person receiving the next highest number of votes shall be declared the Director. In the event of a tie, a runoff election shall be conducted by mail in the aforesaid manner. For purposes hereof, nominations and ballots shall be deemed timely received if postmarked by the United States Postal Authority no later than midnight on such thirtieth (30th) day.

(b) Except as provided in Article V, Section 3(a) of this Indenture, all elections by Class "A" Members shall be held at the annual meetings to be held pursuant to Section 7 of this Article, and shall be preceded by notice signed by the Directors then in office, or should there be



no Directors, then by three (3) such Members, sent by mail to or personally served upon all Class "A" Members at least ten (10) days before the date fixed for the meeting to be held for the purpose of electing Directors. The notice shall specify the time and place of meeting, which shall be in the County. At such meeting or at any adjournment thereof, the majority of the Class "A" Members attending such meeting, in person or by proxy, shall have the power to elect such Directors, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, each Class "A" Member, whether attending in person or by proxy, shall be entitled to one (1) vote, which, when the Member constitutes more than one person or entity, shall be cast as they among them shall determine; in no event shall more than one (1) vote be cast with respect to any Lot. The result of any election of Directors shall be certified by the persons elected as chairman and secretary at the meeting.

4. Qualification of Directors. (a) Any Director elected under the provisions of this Article shall be an Owner, or an officer or agent of a corporate Owner, and if such Owner sells his or her Lot or resigns, refuses to act, becomes disabled or dies, the remaining Directors shall appoint an Owner to act as the successor for the unexpired term. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the Village Council or its successor may, upon petition of any concerned resident or Owner in the Subdivision, appoint one or more Directors to fill the vacancies until such time as Directors are elected or selected in the manner provided in this Indenture. Any person so appointed who is not an Owner shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and which fee shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

(b) Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by the Class "A" Members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner. Nominations also may be permitted from the floor.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairperson, who shall be a member of the Board, and three or more Members or representatives of Members. Members of the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed, which such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall, in its discretion, determine.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.



5. Election Procedures. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

6. Removal of Directors. (a) Any Director elected by the Class "A" Members may be removed, with or without cause, by the vote of a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such Director.

(b) Any Director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

(c) In the event of the death, disability, or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members may elect a successor for the remainder of the term.

(d) This Section shall not apply to Directors appointed by the Class "B" Member. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a Director appointed by or elected as a representative of the Class "B" Member.

7. Annual Meetings. The first meeting of the Members of the Association shall be held within one year after the date of the election referenced in Section 2 of this Article V. Subsequent regular annual meetings shall be set by the Board to occur during the same quarter of the Association's fiscal year as that in which the first such election occurred on a date and at a time set by the Board.

8. Special Meetings. Special meetings of the Members may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or upon written request by (10%) of the total Class "A" Members of the Association.

9. Notice of Meetings. (a) Written or printed notice stating the time and place of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the Member at his or her address as it appears on the Association's records.

(c) Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting, and waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver of notice unless such Member attends for the limited and specific purpose of objecting to lack of proper notice.

10. Quorum. (a) The presence of Members representing thirty percent (30%) of the total Class "A" votes in the Association shall constitute a quorum at all Association meetings.

(b) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

(c) Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

11. Voting and Proxies. (a) The voting rights of the Members shall be as set forth in this Indenture. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Not-For-Profit Corporation Act (the "Act") or this Indenture, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Members may vote in person or by proxy. On any matter as to which a Member is entitled personally to cast the vote for his or her Unit, such vote may be cast in person or by proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.



12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice summarizing the material features of the authorized action to all Members entitled to vote who did not give their written consent.

## ARTICLE VI

### ASSOCIATION'S DUTIES AND POWERS

The Association, acting by and through the Directors, shall have the rights, powers, duties and authorities described throughout this Indenture, and without limiting the generality of any thereof, the following rights, powers, duties and authorities:

1. Acquisition, Disposition, Etc. of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture and the Village's Ordinances, and to otherwise deal with the Common Ground as hereinafter set forth. Without limiting the generality of the foregoing, during the period in which Grantor retains the right under Article XI, Section 4 of this Indenture to amend this Indenture, upon request of Grantor and conditioned upon Grantor's receipt of the approvals required under said Section, the Directors shall have the right, in their discretion, to adjust and reconfigure the Outlots and to grant easements thereon (including, but not limited to easements for appurtenances such as patios, decks, driveways and sidewalks, which, as a result of their original construction, encroach upon the Outlots) and convey and exchange portions thereof to Grantor and the from time to time owners of adjoining Lots or parcels of land.

2. Control of Common Ground. To exercise such control over the Common Ground as is necessary to maintain, repair, rebuild, supervise and insure the proper use thereof, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over the Common Ground sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots. Notwithstanding the foregoing, all rights and obligations of the Association with regard to any portion of the Common Ground constituting Restricted Property shall be subject to the rights and obligations of the Corps of Engineers and Developer under the Declaration.

3. Maintenance of Common Ground. To pay real estate taxes and assessments on the Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education, and general



use of the Owners and residents in the Subdivision, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Ground, all for the benefit and use of the Owners and residents in the Subdivision and according to the discretion of the Directors.

4. Maintenance of Entrance Monument Easements. There are or may hereafter be created and established on the Plat(s) entrance monument easements, and without limiting the generality of Article VI, Section 3 of this Indenture, the Association shall have the power, authority and responsibility to maintain, improve and repair any entrance monuments installed within such easements as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article IX, Section 3 of this Indenture.

5. Maintenance of Detention Easements. There are or may hereafter be created and established on the Plat(s) detention easements, and without limiting the generality of Article VI, Section 3 of this Indenture, unless and until accepted for public use and maintenance, the Association shall have the power, authority and responsibility to maintain, improve and repair such easements and detention basins as part of the Common Ground, and shall include the cost thereof in the annual assessment levied pursuant to Article IX, Section 3 of this Indenture.

6. Dedication. To dedicate to public use any private streets or utility lines included in the Common Ground whenever such dedication would be accepted by a public agency.

7. Easements. To grant easements for public streets, sewers, utilities and cable television on and over the Common Ground. Notwithstanding anything contained in this Indenture to the contrary, if required in connection with Grantor's or its successors' or assigns' development of property adjacent to the Subdivision, the Association shall grant Grantor, the Village, the County and the public and private utility and cable companies serving the Subdivision and their respective successors and assigns, the perpetual right and easement to enter the Common Ground at any time and from time to time to erect, install, maintain, repair, rebuild and operate water, sewer, gas, telephone, electric, cable television and fiber optics pipes, lines, poles and conduits including the right to clear the right-of-way for such pipes, lines, poles and conduits, and to keep it clear of brush and trees.

8. Enforcement. To prevent any infringement and to compel the performance of any restriction set out in this Indenture or established by law, and also any rules and regulations issued by the Directors governing the use of the Common Ground or any matters relating thereto. The power and authority herein granted to the Association is intended to be discretionary and not mandatory, and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Board may impose sanctions for violation of this Indenture including, without limitation, the following:

- (i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;
- (ii) suspending an Owner's right to vote;

- (iii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;
- (iv) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), or taking action to abate any violation of this Indenture in a non-emergency situation;
- (v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and
- (vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Board's discretion. A decision not to enforce shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may permit the Village and/or the County to enforce ordinances within the Property for the benefit of the Association and the Owners.

9. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Property, and to charge the Owners thereof with the reasonable expenses so incurred. Neither the Board nor its agents or employees shall be deemed guilty or liable for any manners of trespass or any other act or any injury, abatement, removal or planting.

10. Plans and Specifications. As more specifically provided in Article VII hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and any additions or exterior renovations thereto, fences, satellite dishes, swimming pools, tennis courts, playground equipment and landscaping proposed for construction, erection or installation on any Lot in the Property. In acting hereunder, the Directors shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any similar future request, nor shall such a decision be considered a reversal of any past request for similar approval.



11. Deposits. To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, swimming pool, tennis courts, or other structure on any Lot within the Property approved in accordance with Section 11 of this Article VI and Article VII of this Indenture, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

12. Insurance. To purchase and maintain in force such insurance as they may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Association and the Owners from claims for personal injuries and property damage arising from use of the Common Ground and facilities.

13. Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon the Association by the provisions of this Indenture, to from time to time enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Association or the Directors, individually or collectively, in their capacity as directors of the Association.

14. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Directors are hereby authorized to negotiate with such agency for such acquisition and to execute all instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said Common Ground.

15. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefor is demonstrated.

16. Easements in Gross. Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross to the Association for ingress and egress to perform their obligations and duties as required by this Indenture including, but not limited to, to maintain any portions of the Common Ground which encroach upon the Lots. Should it be necessary to enter any Lot to effect a repair or to perform any maintenance or other duty of the Association under this Indenture, the employees, agents, contractors and subcontractors engaged by the Directors shall have authority to do so upon presentation to the Owner of a work order or other directive from the Association. All easements and rights herein established for the benefit of the Directors shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

## ARTICLE VII

### ARCHITECTURAL AND ENVIRONMENTAL CONTROL

1. Architectural Approval. From and after such time as a Lot becomes subject to assessment as provided in Article IX of this Indenture, no building, fence, wall, driveway, deck, patio, patio enclosure, screened porch or other structure, swimming pool, tennis courts or



improvement shall be commenced, erected or maintained on such Lot, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree having a three inch (3") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until (i) the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Directors, or, if so appointed by the Directors in their sole discretion, by an architectural control committee composed of three (3) or more Owners, and (ii) all permits required by the County or any other governmental authority having jurisdiction over the project have been received. Reference herein to "Architectural Control Committee," shall refer either to the aforesaid committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, materials, colors or location within sixty (60) days after all required plans and specifications have been submitted to it (and fees, if required, have been paid), or such longer period as the Architectural Control Committee may indicate in writing is reasonably necessary to complete its review and analysis of such materials, approval will not be required and this provision will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. All requests hereunder shall be submitted to the Architectural Control Committee in writing, and shall be deemed submitted when personally delivered to the Architectural Control Committee at the address from time to time designated for such purposes, or when receipted by the Architectural Control Committee if sent to the Committee at the aforesaid address by postage prepaid, registered or certified mail, return receipt requested.

2. Architectural Restrictions. Without limiting any other provision of this Indenture or diminishing the authority of the Architectural Control Committee under Article VII, Section 1 of this Indenture, the following restrictions shall apply to all Lots within the Property:

(a) No fence, hedge or mass planting shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line without the approval of the Architectural Control Committee and appropriate governmental authorities.

(b) No Owner shall change the appearance of any improvements within or upon the Common Ground.

(c) No addition, alteration or improvement to the Lots or Common Ground shall, without the prior approval of the Directors, cause any increase in the premiums of any insurance policies carried by the Directors or by the Owners of any Lots other than those affected by such change.

(d) No separate detached buildings, storage sheds, barns or other structures are to be placed on any Lot within the Property.

(e) Any permitted room, garage or other addition to the improvements on any Lot shall be of similar materials and siding color as the main structure. All specifications of

materials, plans and colors must first receive approval from the Architectural Control Committee.

3. Construction. If construction does not commence on a project approved under the provisions of Section 1 of this Article VII within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Control Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Directors, Grantor or any aggrieved Owner.

4. Applications. The Architectural Control Committee may, by resolution, require all applications to be filed in a specified manner to a designated address, and unless observed, the application shall not be deemed to have been received. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes. Further, the Architectural Control Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

5. Non-Waiver. Approval of applications or plans shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

6. Disclaimers. (a) Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Architectural Control Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

(b) Neither Grantor, the Directors, the Association, nor any committee or member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot.

## ARTICLE VIII

### SEWERS AND DRAINAGE FACILITIES

1. Association's Responsibility - Common Ground. The Association shall be responsible for the maintenance, repair and replacement of the private sanitary and storm sewers,



if any, detention basins, and any other sanitary or storm sewers or drainage facilities located in and servicing the Subdivision.

2. Owners' Responsibility. Notwithstanding the provisions of Section 1 of this Article VIII to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

3. Sump Pump Drainage. Perpetual easements fifteen feet (15') in width along the rear lot lines and four feet (4') in width along the side lot lines of all Lots in the Property are hereby established for sump pump drainage purposes. Without limiting the generality of the provisions of Article VI, Section 2, or any other provision of this Indenture, the Association may, but shall not be obligated to, maintain, clean and repair all such sump pump drainage easements, and should they elect to do so, are hereby granted easements in gross upon and across the Property for ingress to and egress from such sump pump drainage easements and as otherwise required to perform their duties and responsibilities under this Indenture.

## ARTICLE IX

### ASSESSMENTS

1. General. Grantor, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay (i) annual assessments or charges; and (ii) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual, special and specific assessments together with such interest thereon and costs of collection thereof shall be a charge on the Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property including (i) performing the services and carrying out the functions herein authorized, (ii) acquiring, improving, maintaining and operating the Common Ground and all facilities thereon and easements established herein or on the Plat(s) including, but not limited to, the payment of taxes and insurance thereon, the cost of labor, equipment and materials used in the repair, maintenance and replacement thereof, (iii) the cost of management and supervision of the Common Ground, and (iv) such other needs as may arise.

3. Annual Assessments. Until increased as herein authorized, the maximum annual assessment shall be Three Hundred and 00/100 Dollars (\$ 300.00 ) per Lot; provided, however, that the Directors may increase such assessment for any assessment year by an amount which is equal to the increase in the Consumer Price Index as indicated by the last available Index published prior to the assessment year over the corresponding last available Index published prior to commencement of the first assessment year hereunder. If such Index be



discontinued, the Directors shall utilize a successor index, determined by the Directors in their sole judgment, to be most similar to the discontinued Index.

The Directors may, after consideration of current maintenance costs and future costs and needs, fix the actual assessment for any year at a lesser amount. The Directors may change the basis and maximum of assessments provided for herein upon the approval of a majority of the Directors and the assent of a majority of the Class "A" Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Class "A" Members at least thirty (30) days in advance and shall set forth the purpose of the meetings.

Each annual assessment shall be levied prior to or during the year for which it is levied, notice thereof being given by first class mail addressed to the last known or usual post office address of each Owner and deposited in the United States mail with postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies. Each annual assessment shall be due on the date which is thirty (30) days after such mailing or posting, and shall become delinquent if not paid within thirty (30) days following such due date.

4. Storm Water Facilities. (a) In addition to the foregoing, the Directors are authorized to make separate annual assessments upon and against each Lot within the Property for the purpose of maintaining or repairing storm water storage, disposal or sewer facilities located within the Subdivision; PROVIDED, HOWEVER, the separate power granted to the Directors by this Section 4 shall expire with the calendar year following the acceptance of any such storm water facilities for public maintenance. Any assessment made under authority granted in this Section 4 shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Directors shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

(b) Any assessment made under authority granted in this Section 4, shall be assessed and collected in the same manner as the assessments under Section 3 above, and the Directors shall have the same powers of collection and lien rights against the Lots as provided in said Section 3.

5. Special Assessments. If at any time the Directors consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Owners (or such thereof as shall be benefited by the project). If such assessment is approved either by a majority of the votes cast in person and by proxy at a meeting of the Owners (or, if fewer than all are benefited by the Project, by those benefited) called by the Directors, or on written consent of a majority of the total votes entitled to vote thereon, the Directors shall notify all (the benefited) Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, only those Owners who have paid all prior assessments shall be entitled to vote. The limit of the annual assessments for general purposes set forth in Section 3 hereof shall not apply to any assessment made under the provisions of this Section 5. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

6. Prorations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of the year.

7. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the from time-to-time publicly announced, floating, prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors, or such other financial institution as may from time to time be designated by the Directors, from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the Directors may execute, acknowledge and record an instrument reciting the levy of the assessment in the County Records, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after the recording of notice, the Directors shall, at the expense of the Owner, cause the lien to be released of record.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, pension or retirement fund, insurance company or federally insured mortgage) first mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. As used herein, the term "mortgage" or "mortgages" shall include deed or deeds of trust.

8. Exemptions. The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

- (i) All Common Ground;
- (ii) All properties exempted from taxation under the laws of the State of Illinois; and
- (iii) All Lots owned by Grantor until occupied or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

9. Keeping of Funds. The Association shall deposit its funds in a bank protected by the Federal Deposit Insurance Corporation.

10. Ordinance Compliance. Notwithstanding any other provisions herein, the Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the Village, including, but not limited to, street lights, and for such purposes shall not be limited to the maximum assessment provided for herein.

11. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof other than Grantor (or a builder within the definition of "Grantor"), a contribution shall be made by or on behalf of such Owner to the working capital of the Subdivision in an amount equal to



the greater of (i) One Hundred Fifty and 00/100 Dollars (\$150.00), or (ii) one-sixth of the annual per Lot Assessment for that year. The amount to be contributed pursuant to this Section shall be in addition to, not in lieu of, the annual Assessment, and shall not be considered an advance payment of such assessment.

## ARTICLE X

### RESTRICTIONS

In addition to the limitations and restrictions imposed by other provisions of this Indenture and the Declaration, the following restrictions are imposed upon and against each Lot now or hereafter existing in the Subdivision:

1. Building Use. No building or structure shall, without the approval of the Directors, be used for a purpose other than that for which the building or structure was originally designed.
2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such lot is bordered or the side or rear lot lines than the front building line or side or rear set-back lines shown on the Plat(s).
3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors. In the event either of the foregoing is approved, then the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots.
4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.
5. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Subdivision, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. Without limiting the generality of the foregoing, no motorized vehicles including, but not limited to, cars, go-carts, trailers, recreational vehicles (RVs), tractors, truck-tractors, campers, or house trailers shall be operated, driven, ridden, parked, stored or otherwise placed on, in or about the Common Ground. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel.
6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys (including portable basketball goals), tools, cases, crates or any discarded item shall not be left in the front or back yard of any Lot overnight, and no exterior front yard appurtenances, sculptures or bird baths, no free-standing basketball standards or similar personal property items shall be placed in the front yard of any Lot.

7. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored in any portion of the Common Ground or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept in the Subdivision, except that no more than three dogs and/or cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times (except when enclosed by an in-ground electric fence) leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which is or becomes a nuisance (as determined by the Directors in their sole judgment) or annoyance to the neighborhood is prohibited.

9. Trucks, Boats, etc. Except during periods of approved construction on a Lot, no buses, trucks (other than vans and pick-up trucks not exceeding  $\frac{3}{4}$  ton) or commercial vehicles, boats, motorcycles, recreational vehicles, campers, house trailers, boat trailers or trailers of any other description shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Architectural Control Committee, except only during periods of approved construction on the Lot. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property.

10. Abandoned Vehicles. No abandoned motor vehicles of any kind whatsoever that are unable to move under their own power may be stored, kept or maintained upon any of the Common Ground or on any unenclosed portion of a Lot. If any such motor vehicle is stored, kept or maintained on the aforesaid premises, the Directors may take the necessary steps to remove the same at the Owner's expense.

11. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Architectural Control Committee under Article VII of this Indenture.

12. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, metal, wooden or plastic shed, barn or other out building shall be installed, constructed or maintained on any Lot at any time.

13. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (i) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on the Lot, or (ii) signs erected or displayed by Grantor in connection with the marketing and sale of residences in the Subdivision.

14. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within



the improvements located on each Lot; provided, however, after 6:00 PM the night prior to any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

15. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are or will be reserved as shown on the Plat(s). Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

16. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Subdivision.

17. Cul-De-Sac, etc. Other than subdivision entrance monuments, street lights and fire hydrants, no above-ground structure, may be erected upon a cul-de-sac island, divided street entry island or median strip.

18. Fences. (a) No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee and unless in strict compliance with the following standards and requirements, to-wit:

(1) Other than as expressly permitted by the provisions of this Section 18, the maximum height for full perimeter fencing shall be forty-eight inches (48").

(2) Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. Except under extraordinary circumstances (as defined below), fencing must start at the rear corners of the residence and must be within four inches (4") of the lot lines and lot corners. With respect to corner lots, fencing along the side or the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat.

As used in this, paragraph (2), the term "extraordinary circumstances" shall include the necessity to protect "green space," avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or in certain instances determined by the Architectural Control Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Control Committee, fencing may be set beyond four inches (4") of the lot lines and lot corners; provided, however, prior to providing its consent, the Architectural Control Committee may, in its

discretion, require the written approval of all adjoining Lot Owners for the fence variance. In those instances where written consent is given, the Lot Owner shall continue to maintain that portion of such Owner's Lot that is located outside the fence, and the Owner's failure to do so on more than three (3) occasions (as determined by the Board serving notice of such failure on the Owner) shall be considered revocation of the variance whereupon the fence shall be deemed in violation of this Indenture and removed or brought into strict compliance within sixty (60) days after receipt of notice from the Board.

(3) All fencing shall be of either cedar, redwood, vinyl, aluminum, steel or wrought iron materials. Under no circumstance will "chain link" fencing be considered acceptable, regardless of material composition or design. Certain other materials or combinations of materials or designs may be approved on a case-by-case basis by the Architectural Control Committee, whose decision to allow or disallow any other material or design shall be final.

(4) Except for certain approved styles of vinyl or wrought iron fencing, fencing may be any picket width up to a maximum of six inches (6"), and regardless of picket width, the minimum open space between pickets shall be three inches. Request of reduction of minimum open space or maximum height requirements as stipulated herein due to Owners' pet(s) shall not be cause for waiver of these requirements by the Architectural Control Committee.

(5) All picket fences shall be installed with the good siding facing out.

(6) All wood fences are to remain in their natural state and cannot be painted a color or stained any color other than white or natural, without the approval of the Architectural Control Committee.

(7) All fence posts shall be anchored in a base of concrete at least one foot (1') six inches (6") deep into the soil.

(8) Swimming pool fencing shall only be of wrought iron or aluminum, and unless otherwise approved by the Architectural Control Committee, may not exceed a height of forty-eight inches (48"). Swimming pool fencing may be erected either around the perimeter of the concrete or wood swimming pool apron or as a full perimeter fence.

(9) Six foot (6') privacy or "shadow box" fences shall only be allowed around attached patios and decks on the Lots, and may be constructed on the Common Ground by the Directors.

(10) Notwithstanding any provision hereof to the contrary, with the prior written consent of the Architectural Control Committee, a six foot (6') privacy fence may be placed along the border of a busy street or to screen an adjacent parcel of property not within the Subdivision. In such event, the fencing on all Lots bordering such area shall be of the same style, material and configuration.



(11) Within one (1) year following the erection of a fence, the Board may, in its sole discretion, require the Lot Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Board.

19. Decks, Porches, Screen Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements shall be constructed directly behind the residential structure to which they are appurtenant, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard, unless otherwise approved by the Architectural Control Committee.

20. Television Antennae. No exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed on any Lot in the Property without the prior approval of the Architectural Control Committee under Article VII of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

21. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground.

22. Swimming Pools. (a) No above ground swimming pools will be allowed on any Lot in the Property unless they are recessed at least one-half (1/2) of their exterior depth into the yard or the slope of a yard and completely surrounded by decking, properly skirted to the surrounding ground level so as to present the appearance of an in-ground pool. The plans for any such pool must be submitted to and approved by the Architectural Control Committee, and shall include drawings, material lists, landscape detail and any other information deemed necessary by the Architectural Control Committee in its sole discretion. The approval of any such pool shall not constitute a precedence, and each instance will be determined on a case by case basis.

(b) All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Directors to conform with such governmental guidelines.

## ARTICLE XI

### GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Enforcement. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such

covenants and may be brought to restrain any such violation and/or to recover damages therefor together with reasonable attorney's fees and court costs.

2. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a majority of said Directors. No Director shall be held personally responsible for his wrongful acts or for the wrongful acts of others, and no Director shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Directors from time to time serving hereunder, except Directors appointed pursuant to Article V, Section 4(a) hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

3. Indemnification of Officers, Directors and Others. Subject to the indemnification provisions of the Illinois Revised Statutes, as the same may be amended, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Illinois law.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4. Amendments. Until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, the provisions hereof may only be amended, modified or changed in whole or in part and as to all or any portion of the Property by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3) of all the Owners. To be effective, any amendment, modification or change to the provisions of this Indenture shall be recorded in the County Records. No amendment, modification or change shall reduce or modify the obligations or rights granted to or imposed upon the Association or eliminate the requirement that there be an Association unless some person or entity is substituted for the Association with its responsibilities and duties.

5. Severability, Etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of



title as to any part of the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

6. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

7. Assignment of Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Property.

8. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision (including without limitation, the Common Ground) to facilitate the completion of development of the Subdivision and construction and sale of residences; and (iii) to park and to allow its subcontractors to park trucks and stock pile and store materials on any Lot(s) or on the Common Ground. Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this Article XI, Section 8 shall not be amended, modified or deleted without the prior written consent of Grantor.

9. Continuing Rights to Inspect and Maintain. Grantor reserves the right to periodically enter upon the Common Ground to inspect the maintenance and upkeep of the Common Ground, including building exteriors, common mechanical systems, common structural items, landscaping, irrigation systems and common area amenities such as playgrounds and club houses that may have been constructed by Grantor. Grantor will schedule and coordinate its review of the Common Ground through the Directors. During the inspection, Grantor will review and, if appropriate, make recommendations to the Directors relating to the repair, maintenance and upkeep of the Common Ground. Grantor may also, if it so chooses, make repairs or take other corrective action with respect to repair or maintenance items that it identifies during the review.

10. Extension of Covenants to Include Additional Property. At any time hereafter, by written instrument recorded in the County Records, Grantor may subject additional properties to this Indenture. Upon recordation of such an instrument: (a) this Indenture shall run with title to such additional property as if such property had been included in the definition of "Property" under this Indenture from the date of its inception; and (b) whenever in construing this Indenture thereafter reference is made to "Property", said term shall mean and include not only the Property described herein but also such additional properties as may be made subject hereto. Such additional properties may, but need not be, contiguous to the Property or any other properties owned by Grantor and previously made subject hereto.

11. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for the duration of the trust under Article II of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots subject hereto has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

By acquisition of any Lot, and with no further action required, each Owner hereby consents, acknowledges, accepts and affirmatively agrees to fully and unconditionally release the Village of Shiloh and Declarant from any and all liability, obligation and responsibility regarding the subdivision, all improvements and betterments thereupon made, and any and all repair, replacements or maintenance thereof, or the condition thereof, including but not limited to sanitary sewers, landscaping, streets, utilities, grading, watertable, soil compaction or erosion, drainage ways or composition thereof. This release IS to include all elected officials, employees, appointed staff and assigns.

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MAY 22, 2007

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IN WITNESS WHEREOF, Grantor has executed this Indenture this 30 day of April, 2007.

GRANTOR:

SHILOH BUILDING GROUP, LLC,  
a Missouri limited liability company

BY: John M. Kelly, manager  
Name:

ASSOCIATION:

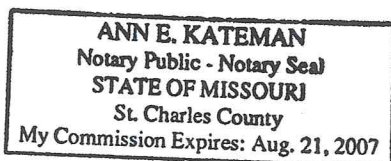
INDIAN SPRING HOMEOWNERS ASSOCIATION, an  
Illinois not-for-profit corporation

BY: Robert J. Vallhoff, Trustee  
Name:

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF ST. LOUIS    )

On this 30 day of April, 2007, before me personally appeared Steve Goldenberg, Manager of SHILOH BUILDING GROUP, LLC, a Missouri limited liability company, known to me to be the person who executed the foregoing in behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Ann E. Kateman  
Notary Public


STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF ST. LOUIS    )

MAY 22, 2007

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On this 26<sup>th</sup> day of April, 2007, before me personally appeared  
GREGORY B. VATEROT, TRUSTEE of INDIAN SPRING  
HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, known to me to be the  
person who executed the foregoing in behalf of said corporation and acknowledged to me that  
he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
in the County and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Notary Public

JANA S. PIERCE  
NOTARY PUBLIC - NOTARY SEAL  
ST. CHARLES COUNTY  
STATE OF MISSOURI  
MY COMMISSION EXPIRES FEB. 22, 2010  
COMMISSION #06438575



# Exhibit A

MAY 22, 2007

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## INDIAN SPRING – PHASE 1

PART OF LOT 6B OF THE SOUTHWEST QUARTER OF SECTION 6 AND LOT 1 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF ST. CLAIR, STATE OF ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 65 OF ASHFORD FARMS - PLAT 2, REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK 102 ON PAGES 31; THENCE SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, ON THE WESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT A01931268 A DISTANCE OF 0.77 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, ON SAID WESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT A01931268, A DISTANCE OF 73.80 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF EAGLES LANDING, REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN DOCUMENT A01780433; THENCE SOUTH 01 DEGREES 29 MINUTES 37 SECONDS EAST, ON SAID NORTHERLY EXTENSION OF THE WESTERLY LINE OF EAGLES LANDING, A DISTANCE OF 1313.44 FEET TO THE NORTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT A01950725; THENCE SOUTH 89 DEGREES 01 MINUTES 19 SECONDS WEST, ON THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN DOCUMENT A01950725, A DISTANCE OF 1764.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GREEN MOUNT ROAD; THENCE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ON SAID EASTERLY RIGHT OF WAY LINE OF GREEN MOUNT ROAD; 1) NORTH 00 DEGREES 20 MINUTES 06 SECONDS WEST, A DISTANCE OF 214.70 FEET; 2) NORTH 89 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 4.21 FEET; 3) NORTH 01 DEGREES 38 MINUTES 21 SECONDS EAST, A DISTANCE OF 428.76 FEET; 4) NORTH 18 DEGREES 34 MINUTES 41 SECONDS WEST, A DISTANCE OF 47.18 FEET; 5) NORTH 00 DEGREES 22 MINUTES 02 SECONDS WEST, A DISTANCE OF 513.33 FEET; 6) NORTH 04 DEGREES 26 MINUTES 39 SECONDS WEST, A DISTANCE OF 148.62 FEET; 7) NORTH 01 DEGREES 37 MINUTES 19 SECONDS WEST, A DISTANCE OF 66.61 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 42 SECONDS EAST, A DISTANCE OF 81.03 FEET; THENCE 592.29 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 58 DEGREES 17 MINUTES 24 SECONDS EAST, A DISTANCE OF 563.04 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE 7.80 FEET ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 28 MINUTES 45 SECONDS EAST, A DISTANCE OF 7.80 FEET; THENCE 1062.49 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 477.02 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 89 DEGREES 52 MINUTES 00 SECONDS EAST, A DISTANCE OF 856.08 FEET; THENCE 467.67 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 640.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 47 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 457.33 FEET TO THE SAID POINT OF BEGINNING.

SAID PARCEL CONTAINS 44.54 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.



## INDIAN SPRING – PHASE 2

PART OF LOT 6B OF THE SOUTHWEST QUARTER OF SECTION 6 AND LOT 1 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 7 WEST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF ST. CLAIR, STATE OF ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 65 OF ASHFORD FARMS - PLAT 2, REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK 102 ON PAGES 31; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 03 MINUTES 04 SECONDS EAST, ON THE EAST LINE OF SAID LOT 6B, A DISTANCE OF 0.77 FEET; THENCE 467.67 FEET ON A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 47 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 457.33 FEET; THENCE 1062.49 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 477.02 FEET, THE CHORD OF SAID CURVE BEARS NORTH 89 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 856.08 FEET; THENCE 7.80 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 26 DEGREES 28 MINUTES 45 SECONDS WEST, A DISTANCE OF 7.80 FEET; THENCE NORTH 64 DEGREES 52 MINUTES 47 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE 307.20 FEET ON A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET, THE CHORD OF SAID CURVE BEARS NORTH 43 DEGREES 09 MINUTES 56 SECONDS WEST, A DISTANCE OF 303.07 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 515.01 FEET TO A SOUTHERLY LINE OF ASHFORD FARMS - PLAT 1, REFERENCE BEING HAD TO THE PLAT THEREOF IN PLAT BOOK 99 ON PAGES 80 THROUGH 81; THENCE ON THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY LINES OF SAID ASHFORD FARMS PLAT 1 AND ASHFORD FARMS - PLAT 2, REFERENCE BEING HAD TO THE PLAT THEREOF IN THE ST. CLAIR COUNTY RECORDER OF DEEDS OFFICE IN PLAT BOOK 102 ON PAGE 31 THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES; 1) SOUTH 78 DEGREES 17 MINUTES 59 SECONDS EAST, A DISTANCE OF 247.83 FEET; 2) NORTH 81 DEGREES 47 MINUTES 35 SECONDS EAST, A DISTANCE OF 225.64 FEET; 3) SOUTH 76 DEGREES 45 MINUTES 50 SECONDS EAST, A DISTANCE OF 81.12 FEET; 4) SOUTH 37 DEGREES 50 MINUTES 09 SECONDS WEST, A DISTANCE OF 66.52 FEET; 5) SOUTH 67 DEGREES 08 MINUTES 55 SECONDS EAST, A DISTANCE OF 97.57 FEET; 6) SOUTH 40 DEGREES 10 MINUTES 35 SECONDS EAST, A DISTANCE OF 96.55 FEET; 7) SOUTH 89 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 65.62 FEET; 8) SOUTH 35 DEGREES 15 MINUTES 13 SECONDS EAST, A DISTANCE OF 42.44 FEET; 9) NORTH 77 DEGREES 53 MINUTES 44 SECONDS EAST, A DISTANCE OF 72.24 FEET; 10) SOUTH 57 DEGREES 02 MINUTES 03 SECONDS EAST, A DISTANCE OF 37.02 FEET; 11) NORTH 62 DEGREES 42 MINUTES 40 SECONDS EAST, A DISTANCE OF 59.84 FEET; 12) SOUTH 52 DEGREES 37 MINUTES 35 SECONDS EAST, A DISTANCE OF 153.82 FEET; 13) SOUTH 25 DEGREES 36 MINUTES 52 SECONDS EAST, A DISTANCE OF 51.51 FEET; 14) SOUTH 79 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 128.77 FEET; 15) SOUTH 42 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 35.92 FEET; 16) NORTH 68 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 53.94 FEET; 17) SOUTH 71 DEGREES 06 MINUTES 16 SECONDS EAST, A DISTANCE OF 161.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 19.47 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, CONDITIONS AND RESTRICTIONS OF RECORD.

