

DECLARATION OF TRUST AND RESTRICTIONS

COLUMBIA LAKES

COLUMBIA, ILLINOIS

THIS DECLARATION, made this 30 day of June, 1997, by COLUMBIA LAKES DEVELOPMENT, L.L.C. (hereinafter referred to as "CLD") and COLUMBIA LAKES JOINT VENTURE, a general partnership (hereinafter referred to as "CLJV"):

WITNESSETH THAT:

WHEREAS, CLD is the owner and CLJV is the developer for residential and commercial development located in Columbia, Monroe County, Illinois, in accordance with the final development plats which will be recorded for various segments of said development; and,

WHEREAS, common land, recreational facilities, and cul-de-sacs have been reserved on said plats; and,

WHEREAS, CLD hereby adopts this Declaration of Trust and Restrictions and all provisions thereof for all plats of COLUMBIA LAKES which may be made subject to this Declaration by said CLD; and,

WHEREAS, it is contemplated that subsequent plats may provide for single family lots, multi-family units, apartments, condominium units and commercial development, and such plats may have additional indenture of trust restrictions and condominium declarations that will be recorded in the Recorder of Deeds Office, Monroe County, Illinois; and,

WHEREAS, there may be designated, established and recited on

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 lots, Condominium Units and parcels of land in plats of COLUMBIA LAKES, all as described herein as follows, to wit:

I

CONVEYANCE TO TRUSTEES

WHEREAS, CLD by Warranty Deed or by designation of "Common Ground" on plats of COLUMBIA LAKES, convey to the Trustees herein designated in perpetuity, the following described real estate, situated in the City of Columbia, County of Monroe, State of Illinois:

Areas designated as "Common Ground" on plats of COLUMBIA LAKES which may be made subject to restrictions contained herein by CLD.

This trust shall continue for the duration of COLUMBIA LAKES, a Subdivision to be developed under the Ordinance of the City of Columbia, Illinois, it being the intent of CLD that the common properties held hereunder be and remain used and maintained for the common benefit of all lot owners and residents, so long as all or part of COLUMBIA LAKES shall be developed for residential and commercial purposes, and such residential areas may include Condominium Units.

II

RESERVATION OF EXPENDITURES

CLJV reserves the right to receive and retain any money

consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for sewers, gas pipes, conduits, poles, wires, street lights, roads, streets, sidewalks, recording fees, subdivision fees, consultation fees, or fees, charges and expenses incurred with respect to the creation of any subdivision in the tracts described on COLUMBIA LAKES plats.

III

DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be CLD, Monroe Properties, L.L.C., and CLJV, designated herein as Trustees, who shall serve subject to terms and provisions of this paragraph. Whenever any of the Trustees resign, refuse to act, become disabled or die, the remaining Trustees shall appoint a successor or successors until such time as neither CLD, nor CLJV, nor Monroe Properties, L.L.C., does not own any property in any plat of COLUMBIA LAKES at which time a meeting of the then record owners in fee simple title to lots in the plat of COLUMBIA LAKES shall be called by notice of meeting signed by at least three (3) lot or Unit owners, sent by first class mail to, or personally served upon, all of such record lot and Unit owners at least ten (10) days before the date fixed for the meeting, for the purpose of electing new Trustees. The notice shall specify the time and place of meeting, which shall be in Columbia, Monroe County, Illinois. At such meeting, or any adjournment thereof the majority of the record owners attending such meeting, in person or by proxy, shall have the power to elect

such Trustees until their successors have been duly appointed or elected and qualified. After three (3) have been elected, by lot one shall serve for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years each. At such meeting, each such lot owner and Condominium Unit owner whether attending in person or by proxy, shall be entitled to one vote for each full lot or Unit owned by him. The results of such elections shall be certified by the persons elected Chairman and Secretary. A majority of the lot and Unit owners whether there by person or by proxy shall constitute a quorum. Meetings thereafter shall be called by the Trustees, with notices given in the same manners hereinabove provided and any business relevant or pertinent to the affairs of any plat of COLUMBIA LAKES may be transacted at any meeting of owners in conformity with this procedure.

To the contrary notwithstanding, one-third (1/3) of the Trustees shall be chosen by owners of developed lots and Condominium Units after 50% of the lots and Condominium Units planned in COLUMBIA LAKES have been sold; and two-thirds (2/3) of the Trustees shall be chosen by owners of developed lots and Condominium Units after 90% of all lots in COLUMBIA LAKES have been sold.

IV

TRUSTEES' DUTIES AND POWERS

CLD hereby invests Trustees and their successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1) To acquire and hold the common land hereinabove described and conveyed to Trustees by separate instrument on even date herewith, which said common land is set forth and shown on plat of COLUMBIA LAKES all in accordance with and subject to provisions of this instrument, and to deal with any common lands so acquired under the provisions hereinafter set forth.

2) To exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now or hereafter may be dedicated to public bodies or agencies), entrance lights, street lights, common land, cul-de-sacs, park areas, lakes (including restrictions of use of same), shrubbery, entrance markers and any other non-public items, storm water sewers, sanitary sewer trunks and lateral lines, pipes, and disposal and treatment facilities as may be shown on any recorded plat of COLUMBIA LAKES as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, street lights, entrance markers, streets, roads, and any other non-public items by the necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots and condominium units shown on said plat.

3) To exercise control over the common land and cul-de-sacs shown on said plats; pay real estate taxes and assessment herein provided; to repair, maintain and improve same 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 of lots in COLUMBIA LAKES all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots and Condominium Units in COLUMBIA LAKES and according to the discretion of the Trustees.

4) To prevent, as Trustees of an express trust, any infringements and to compel the performance of any restrictions set out in this Declaration or established by law, and also any rules and regulations issued by said trustees conveying the use of said common land or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any property owner to proceed in his own behalf, but the power and authority herein granted to the Trustee is intended to be discretionary and not mandatory.

5) To dedicate to public use any private streets constructed or to be constructed on the aforescribed tract of land, whenever such dedication would be accepted by a public agency, in the event the recorded plat does not provide for public use and maintenance.

6) 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 property, and the owners thereof may be charged with the reasonable

proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said lots in order to provide that upon the completion of the project, all debris shall be removed from the site and from adjacent lots, and that any and all damages to subdivision improvements shall be repaired.

9) To establish rules and regulations for the operation of recreational facilities when the same have been provided in common areas and employ personnel to supervise and operate the same. The regulations shall include the conditions under which residents may entertain guests in such facilities, including the charges to residents for their guests.

10) To purchase and maintain in force, liability insurance, protecting Trustees, lot owners from any and all claims, for personal injuries and property damage arising from use of common areas and facilities.

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

12) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Trustees, for any public purpose, the Trustees, during the period of trust as well as the time fixed for the appointment or

election of Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Trustees need be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

13) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of COLUMBIA LAKES or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all entrance lights, street lights, common land, park areas, lakes, shrubbery, entrance markers and any and all other non-public items.

V

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots and Condominium Units in COLUMBIA LAKES for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument:

1. (a) The Trustees and their successors are authorized to make uniform assessments, except as hereinafter provided, of not to

exceed One Hundred Eighty Dollars (\$180.00) per lot in each calendar year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of the Trustees as described and for the further purpose of enabling the Trustees to defend and enforce restrictions, adequately to maintain streets, if required, "Common Land", utilities, parking spaces and trees in the crosswalks, swimming pools, tennis courts, club houses and other recreational facilities, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owned.

(b) Commencing with the sixth annual assessment to be made hereunder, and each five years thereafter, the fixed annual assessment per lot and Condominium Unit shall not exceed the greater of (i) \$180.00 or (ii) the number of dollars equivalent to the purchasing power of \$180.00 for the month in which this Declaration is recorded. Such number of dollars shall be determined by dividing \$180.00 by the index for said month of recording as computed in the Consumer Price Index made by the Bureau of Labor Statistics of the United States Department of Labor, and then multiplying the quotient by the similar index number for the month in which the sixth annual assessment (and each succeeding sixth annual assessment thereafter) commences. If the Bureau of Labor Statistics shall change the base period in effect during the month in which this Declaration is recorded, the new

index figure applicable as a divisor and multiplier shall be correspondingly changed. In the event such statistics showing the purchasing power of United States Dollars shall be used instead, and the table to be used shall be designated by the Trustees.

(c) If at any time the Trustees 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 owners of each lot and Condominium Unit in the Subdivision. This additional assessment must then be approved in writing by 55% of such owners. The approval may be obtained by the Trustees by securing the signatures of not less than 55% of the owners of lots in the Subdivision to an agreement authorizing the additional assessments or by the affirmative vote of at least 55% of such owners in the subdivision at a meeting called for such purpose. Notice of such special assessment shall be given with such assessment becoming delinquent thirty (30) days after the date of such notice.

2. All assessments shall bear interest at the rate of twelve percent (12%) per annum from the date of delinquency and such assessment, together with interest shall constitute a lien upon the property against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder's Office in Monroe County, Illinois. Such

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assessment may be enforced in the same manner as is provided by law for the enforcement of a mortgage lien against real estate, except that such assessment shall not have priority over existing mortgages. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, the Trustee shall release said lien (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

The Trustees shall deposit the funds coming into their hands as Trustees in a bank protected by the Federal Deposit Insurance Corporation or in a savings and loan association protected by the Federal Savings & Loan Insurance Corporation. The treasurer shall be bonded for the proper performance of his duties in an amount fixed by the Trustees.

The Trustees are authorized and empowered to procure such insurance, including but not limited to public liability and property damage, as they may deem necessary and proper.

VI

DECLARATION OF RESTRICTIONS

CLD, being the owner of real estate lying and situated in Columbia, Monroe County, Illinois, and being more particularly described in final development plats of COLUMBIA LAKES, by this Indenture, do impose upon all property and common land as reflected

on said COLUMBIA LAKES final development plats, the following restrictions and conditions, to wit:

1) Term: These restrictions shall run with the land and shall be binding on all parties and all persons claiming under them.

2) Land Use and Building Type: All land in COLUMBIA LAKES shall be developed in accordance with preliminary and final development plats submitted by Columbia Lakes shall be developed in accordance with preliminary and final development plans submitted by CLD, its successors and assigns.

3) Dwelling Cost, Quality and Size: The construction cost of each residential dwelling in COLUMBIA LAKES shall not be less than \$54,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded; provided however, the minimum cost as adjusted shall not be raised to a cost higher than the average cost of the existing buildings in the Subdivision.

4) Placement of improvements: Buildings shall be placed on lots only in the manner approved by the trustees, subject to terms and provisions of Article IV, Paragraph 7, with the front, side and rear building set-back lines being at least those required by the zoning ordinances of the City of Columbia, Illinois.

5) Signs: No signs shall be erected or displayed in public

view on any lot except the (1) sign, not larger than five (5) square feet, advertising the property for sale or rent, EXCEPT THAT, any signs may be erected by CLJV in the development of the subdivision. Should CLJV not develop all the land and should it convey any part to other builders, the Trustees may grant such other builders or developers the right to place suitable signs on lots during construction and prior to initial sale of the buildings constructed thereon. The sign permitted shall not exceed 5 square feet in size. All provisions contained in this paragraph are subject to and conditioned on compliance with the City of Columbia, Illinois' Street Graphics Control Ordinance as, from time to time, amended.

6) Livestock and Poultry: No animals, livestock or poultry shall be raised, bred or kept on any lot EXCEPT THAT, household pets, in limited numbers, may be kept provided they are not maintained for any commercial purposes.

7) Fences: No fences or screening shall be erected or maintained on any lots other than fences allowed by City of Columbia, Illinois ordinances and same shall not exceed 6 feet in height.

8) Above Ground Structures: No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the City of Columbia, Illinois.

9) Abandoned Vehicles: No trucks, campers, recreational vehicles, boats and/or construction vehicles of any kind and

description may be parked on any of the driveways or streets of the subdivision. All such vehicles must be garaged. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the common ground or the lots of this subdivision. If said motor vehicles are so stored or remain on the aforesaid premises, Trustees shall take the necessary action to remove same.

10) Nuisances: No noxious or offensive activity shall be carried on on any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance.

No trucks or other commercial or industrial rolling stock or equipment may be stored or suffered to remain upon said tract of land covered hereunder except such as may be conveniently garaged within the buildings upon the premises save for his personal transportation. No motor vehicle which is nonusable, inoperative or in a neglected state of disrepair shall be permitted to be stored or suffered to remain upon said tract of land covered hereunder.

No sign of any kind shall be permitted or erected or suffered to remain any where, on anything, except one single or double faced "For Sale" or "For Rent" sign in addition to the name, address, and/or telephone number of the person offering said property for sale or rent. Said sign shall not exceed five (5) square feet in size. Directional Signal and Usage Signal necessary for commercial, multi-family and facility is permitted but must be

approved by Trustees. All signage is subject to and conditioned on compliance with the City of Columbia, Illinois' Street Graphics Control Ordinance as, from time to time, amended.

No fences or screening shall be erected or maintained on any land between the building setback lines and the street upon which that lot fronts. Fences may be maintained on other portions of the land only with the written consent of the Trustees shall be conclusive.

11) Liability of Trustees: Trustees not to be Compensated:

The Trustees shall not be personally responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items in excess of the assessment collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion deem necessary. Neither the Trustees nor successor Trustees shall be entitled to any compensation for services performed pursuant to this covenant.

12) Slope Control Areas: Slope control areas, if any, are reserved as shown on the recorded Subdivision Plat. Within any slope control areas no structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create

erosion of sliding problems, or which may change the direction of flow of drainage channels. The slope control area of each lot and all improvements in them shall be maintained continuously by the owners of the lot, except for those improvements for which public authority or utility company is responsible.

13) Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 3 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage lines is maintained at sufficient height to prevent obstruction of such sight lines.


14) Amendment: This Declaration of Trust and Restrictions and any part thereof may be altered, amended or discontinued by a written agreement signed by the then record owners of the fee simple title of two-thirds (2/3) of the Lot and Condominium Unit Owners in the subdivision then included under the terms of this Declaration. Any such amendments, alterations, change or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of Deeds, Monroe County, Illinois, become a part of the provisions and restrictions of this Declaration, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of CLD so long as it is an Owner of one lot or Condominium


Unit in the plat of COLUMBIA LAKES.

15) Invalidation: Invalidation of any one of the covenants of this Declaration shall in no way affect any other provision hereof.

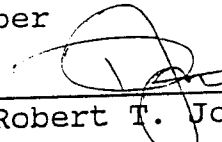
IN WITNESS WHEREOF, CLD and CLJV have hereunto executed this Declaration the day and year first above written.

COLUMBIA LAKES DEVELOPMENT, L.L.C.
BY: COLUMBIA LAKES MANAGEMENT, L.L.C.
Manager

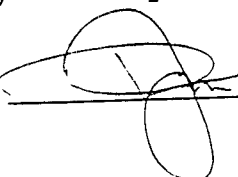
By: 
Robert T. Jones, Member

By: 
Richard R. Ruskey, Member

By: R.T. Jones Capital Equities, Inc.
Member

By: 
Robert T. Jones, President

COLUMBIA LAKES JOINT VENTURE,
a general partnership

By: 
General Partner

STATE OF ILLINOIS
COUNTY OF MONROE
FILED FOR RECORD

216735

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BOOK 208 PAGE 769-

788

Richard J. [Signature]
RECORDS

PLANNING(S) OF HOW TO
RECEIVE AND FULLY ENJOY THE
BENEFIT OF TRUST AND RESTRICTIONS
COLUMBIA LAKES

Declaration of Trust & Restrictions
COLUMBIA LAKES

STATE OF ILLINOIS
COUNTY OF MONROE
FILED FOR RECORD

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BOOK 208 PAGE 769-

788

Richard M. Davis
RECORDER

PURCHASER(S) OF _____
COLUMBIA LAKES, KNOWLEDGES THEY ARE IN
POSSESSION OF AND FULLY UNDERSTAND THE DECLARATION OF TRUST AND RESTRICTIONS
(TOTALING 18 PAGES)

Declaration of Trust & Restrictions
COLUMBIA LAKES