

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21;

THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 SOUTH 89 DEGREES 29 MINUTES 43 SECONDS EAST, A DISTANCE OF 185.39 FEET TO THE CENTERLINE OF GALL ROAD AND A POINT OF CURVATURE OF A NON-TANGENT CURVE, A RADIAL LINE OF WHICH BEARS NORTH 66 DEGREES 07 MINUTES 51 SECONDS WEST;

THENCE ALONG THE CENTERLINE OF GALL ROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 283.11 FEET, AN ARC DISTANCE OF 36.17 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 31 MINUTES 44 SECONDS WEST AND A CHORD DISTANCE OF 36.14 FEET;

SOUTH 31 DEGREES 11 MINUTES 20 SECONDS WEST, A DISTANCE OF 77.32 FEET TO A POINT OF CURVATURE;

SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 399.85 FEET, AN ARC DISTANCE OF 217.85 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 47 MINUTES 38 SECONDS WEST AND A CHORD DISTANCE OF 214.68 FEET;

SOUTH 00 DEGREES 01 MINUTE 41 SECONDS EAST, A DISTANCE OF 291.76 FEET TO A POINT OF CURVATURE;

SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 751.99 FEET, AN ARC DISTANCE OF 541.44 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 35 MINUTES 55 SECONDS WEST AND A CHORD DISTANCE OF 529.82 FEET;

THENCE SOUTH 41 DEGREES 13 MINUTES 32 SECONDS WEST, A DISTANCE OF 201.13 FEET TO A POINT OF CURVATURE;

SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.75 FEET, AN ARC DISTANCE OF 145.51 FEET, A CHORD BEARING OF SOUTH 25 DEGREES 32 MINUTES 22 SECONDS WEST AND A CHORD DISTANCE OF 143.70 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE;

SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 6110.14 FEET, AN ARC DISTANCE OF 53.14 FEET, A CHORD BEARING OF SOUTH 10 DEGREES 06 MINUTES 09 SECONDS WEST AND A CHORD DISTANCE OF 53.14 FEET;

THENCE DEPARTING THE CENTERLINE OF GALL ROAD SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 136.90 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 178.90 FEET;  
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 77.60 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 210.00 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 40.00 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 210.00 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 37.36 FEET;  
THENCE NORTH 35 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 271.14 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 610.79 FEET TO THE  
NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE AFORESAID  
SECTION 21;  
THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER  
OF SAID SECTION 21 SOUTH 89 DEGREES 17 MINUTES 11 SECONDS EAST, A DISTANCE OF 300.88 FEET TO  
THE POINT OF BEGINNING.

Permanent Parcel Nos. Part of 04-21-400-005 and Part of 04-28-200-005

274888

DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, IL

RECORDED ON  
05/29/2002 04:13:34PM

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PAGES: 19

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

INDENTURE OF TRUST AND RESTRICTIONS

JOY VIEW ACRES

COLUMBIA, ILLINOIS

INDENTURE OF TRUST AND RESTRICTIONS

JOY VIEW ACRES

COLUMBIA, ILLINOIS

WHEREAS, the maker of this indenture is H. J. FRIERDICH & SONS, INC., an Illinois Corporation, (hereafter referred to as "FRIERDICH"), being the owners and subdivider of all the real estate contained in JOY VIEW ACRES, a subdivision of the City of Columbia, Monroe County, Illinois, as per plat thereof to be recorded in the Recorder's Office of Monroe County, Illinois, which plat and lots shown thereon, and this instrument shall be complimentary to each other; and which property is more particularly described on Exhibit "A" attached hereto and hereby made a part hereof.

WHEREAS, it is hereby intended to impose upon all the lots in said Subdivision certain conditions, restrictions, reservations, and limitations, which said conditions, restrictions, reservations, and limitations shall run with the land, and shall be binding upon and inure to the benefit of all purchasers of lots or tracts of land in said Subdivision whether or not the said restrictions be incorporated in the conveyance of any said lot or tract of land;

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of the land described on future plats which are made subject to these Indentures,

including all common land, and mutually to benefit, guard, and restrict future residents of JOY VIEW ACRES, and to foster their health, welfare and safety; and,

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are sometimes hereafter termed "restrictions", are jointly or severally for the benefit of all persons who may purchase, hold or reside upon, any of the property covered by this instrument; and,

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 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 lots and parcels of land in plats of JOY VIEW ACRES, all as described herein as follows, to wit:

See Exhibit "A"

I

INDENTURE OF RESTRICTIONS

FRIERDICH, being the owner of real estate lying and situated in Columbia, Monroe County, Illinois, and being more particularly described in the final development plats of JOY VIEW ACRES, by this Indenture, do impose upon all property as described in Exhibit "A" attached hereto and made a part hereof, the following restrictions and conditions, to wit:

1) Term: These restrictions are to run with the land and shall be personally binding on all parties and all persons claiming any interest in any parcel, now or hereafter, for a period of thirty (30) years from the date from when these covenants are recorded, after which time said covenants will automatically extend for continuing successive periods of thirty (30) years each, unless an instrument signed by the owners of 75% of the parcels and lots has been recorded, agreeing to change said covenants in whole or in part or agreeing to terminate the same.

2) Architectural Control: No improvement will be commenced, constructed, placed or altered on any parcel until the building plans (including plot plans and specifications) and sufficient description for each allowed type of improvement have been submitted to FRIERDICH and approved in writing. FRIERDICH may in its discretion provide a checklist to be completed. In granting such approval, FRIERDICH may consider the conformity and harmony of external design of all the improvements; the aesthetics including specifications of principal exterior materials and color schemes; location thereof in relation of lot lines, topography, grade, the location and character and method of utilization of all utilities, including water supply, electricity and sewage disposal.

FRIERDICH agrees to use reasonable judgment in passing upon said submitted plans and descriptions, but shall not be liable to any person for FRIERDICH'S actions in connection with submitted plans and descriptions, unless it shall be showing that it acted with malice and wrongful intent. If FRIERDICH fails to approve or

disapprove the submitted plans and descriptions in any instance within sixty (60) days after same have been submitted to it, the approval of FRIERDICH hereunder shall be presumed.

FRIERDICH must approve any house or improvement plans in writing prior to construction. A full comprehensive and complete copy of blueprints, plans and specifications, as well as front, rear, and side elevation drawings, site and retaining wall plans and specifications, information as to materials, color and texture of all exteriors, including roof coverings, walls, etc. for the home must be submitted to FRIERDICH and to be retained by FRIERDICH in permanent file of the parcel on which home is to be built. FRIERDICH may also, in its discretion, require landscape and rip rap plans to be submitted.

3) Building Size, Type of Construction and Quality: All improvement plans shall be subject to the approval of FRIERDICH and improvements shall be constructed by a qualified contractor, approved in writing by FRIERDICH. FRIERDICH'S decision with regard to the same shall be binding on all parcel and lot owners.

All homes must contain a minimum square footage of 1,500 square feet, not including garages, porches, basements, breezeways, verandas or terraces, etc.

All residential lots must have at least a two-car attached garage. Carports are prohibited.

The front of any primary building shall be faced with sixty percent (60%) masonry. A two-story building shall only require sixty percent (60%) masonry on the front floor.

No underground homes, mobile homes or modular homes are permitted.

All driveways and parking areas shall be concrete surfacing and such surfacing shall be completed prior to occupancy.

Each lot owner shall cause the lot to be seeded or sodded with grass and to be landscaped within three (3) months of occupancy.

Each residential lot owner shall cause to be constructed on each lot a sidewalk in the size, shape and quality required by FRIERDICH in a location set forth on the plat of the subdivision. All sidewalks shall be constructed in said manner prior to occupancy.

FRIERDICH shall determine the location, color, size, design, lettering and all the particulars of all mail or paper delivery boxes.

4) Accessory Buildings: Appropriate accessory buildings, compatible with the permitted use and style of the dwelling shall be permitted. Size and materials of any accessory building are to be submitted for approval and must be approved by FRIERDICH prior to its construction in accordance with the provisions of paragraph I(2) herein. No accessory building is allowed before the primary residence is constructed and completed, and no such accessory building shall be used or occupied for any residential, commercial or industrial use. Only one accessory building is allowed per lot, however, gazebos and bath houses shall be excluded in calculating this limitation as to the number of accessory buildings.

5) Land Use and Building Type: All land in JOY VIEW ACRES

shall be developed in accordance with preliminary and final development plats submitted by FRIERDICH, its heirs, successors, and assigns.

6) Easements: The easements depicted on and created by dedication in the plat or plats for JOY VIEW ACRES, for municipal and/or public utility easements and drainage easements, are reserved for and dedicated to those uses and purposes and may not be used and occupied by lot owners for any different usage or purpose.

7) Signs: No signs shall be erected or displayed in public view on any lot other than those used for commercial use except that (1) sign, not larger than five (5) square feet, advertising the property for sale or rent, EXCEPT THAT, any signs may be erected by FRIERDICH in the development of the subdivision. Should Palmer not develop all the land and should it convey any part to other builders, FRIERDICH 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 five (5) square feet in size.

Furthermore, any and all signs provided for herein are subject to compliance with the City of Columbia, Illinois Sign Code as it now exists or shall hereinafter be amended.

8) Animals: No animals, livestock, rabbits, goats, hogs, pigeons or poultry of any kind shall be raised, bred, or kept on any lot or parcel, except that dogs, cats and other household pets

may be kept provided that they are not kept, bred, or maintained for any commercial purposes whatsoever and do not exceed two (2) in number per lot.

No dog house or kennel is permitted. No dog or cat shall be permitted to run at large. No dog or cat shall be allowed outside except within an invisible fence.

9) Fences: No fence or screening of any kind shall be erected or maintained on any lot, except as provided hereinafter.

10) Swimming Pools: No swimming pool, spa or hot tub shall be located in a front or side yard. No swimming pool, spa or hot tub shall be located within twenty (20) feet of any interior lot line. Swimming pools must be of a permanent structure, built below grade level and properly screened. Spas or hot tubs must be enclosed or screened. The location and construction of any swimming pool, spa or hot tub, and screening shall be subject to provisions of paragraph I(2) herein.

11) Satellite Dishes, Solar Panels and Antennae: No satellite dishes exceeding twenty-four inches (24") may be placed on any lot or improvement thereon except with appropriate screening and shall be located behind the rear of the dwelling structure. The location and construction of any satellite dish and appropriate screening shall be subject to the provisions of paragraph I(2) herein. The construction and installation of any satellite dish shall be in accordance with the City of Columbia, Illinois Codes and Ordinances as they exist or shall be hereinafter amended.

No television or radio antennae shall be permitted on any

buildings or elsewhere on the lot except hidden within the dwelling structure.

No solar panels may be installed on a building, improvement or lot of the subdivision.

12) Fuel Storage: Flammable fuels such as gas, including L.P. gas, and oil may not be stored upon the lots.

13) Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

14) Lighting Controls: Any light used for the illumination of signs, parking areas, swimming pools or for any other purpose, shall be arranged in such a manner that the main beam of light is directed away from neighboring properties.

15) 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 of the subdivision. No basketball net, backboards or other equipment or apparatus may be placed on any lot or improvement except such equipment may be located behind the rear of the dwelling structure.

16) Abandoned Vehicles: No commercial 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 tract of land covered hereunder. 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 lot areas of this subdivision.

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 non-useable, inoperative or in a neglected state or disrepair shall be permitted to be stored or suffered to remain upon said tract of land covered hereunder.

17) Motorized Vehicles, Cycles, Carts: Motorized cycles or carts not requiring license registration with the State of Illinois shall be prohibited from using the roads within the subdivision or any part of the subdivision (excluding construction, landscaping or maintenance equipment).

No bicycles, carriages or other articles shall be outside the dwelling of the owner thereof except when in use and except for automobiles parked in the areas designated therefore.

18) Nuisances: No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be, or become an annoyance or a nuisance to the occupants of the other parcels.

Noise emanating from any use shall not be of such a volume

or frequency as to be unreasonably offensive at or beyond the property line.

No obnoxious, toxic, corrosive matter, smoke, fumes or gases shall be discharged into the air, or across the boundaries of any lot in such concentrations as to be detrimental to or endanger the public health, safety, comfort or welfare or cause injury to or damage to property.

No lot shall be used for storage of wrecked, junked or permanent disabled automobiles or trucks. Any accumulation of trash or failure to cut grass and weeds as required shall constitute a nuisance.

19) Maintenance of Lawn, Land, Etc.: The land and all improvements shall be maintained by the owner of any parcel, in good condition and repair. All lawns are to be kept properly cut and trimmed. A strip thirty (30) feet in width adjacent to and parallel to Gall Road, running the distance of Gall Road, shall remain open and free of all buildings, fences and structures and the same shall remain an open naturalized area. The respective lot owners along Gall Road shall be responsible for maintaining said landscape and naturalized area.

Any grading of the parcel that the property owner shall undertake shall be in accordance with the established and recognized landscaping and/or soil engineering practices in order that proper drainage shall be provided. In the event any grade is disturbed or changed by the property owner or occupant, FRIERDICH shall not be liable or responsible for the same, and shall be held

safe, harmless, free and indemnified by the property owner for any and all consequences to adjacent parcels.

20) Slope Control Areas: Slope control areas, if any, are reserved as shown on the recorded Subdivision Plat. Within these 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 or sliding problems, or which may change the direction of flow of drainage channels. The slope control area of each lot area 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.

21) 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 are maintained at sufficient height to prevent obstruction of such sight lines.

22) Owner's Obligation to Rebuild or Demolish: If all or any part of a residence or accessory building or improvement on a lot is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with due diligence either: (i) to rebuild, repair or reconstruct the same in a manner which will substantially

restore it to its appearance and condition immediately prior to its casualty, or (ii) to demolish the same and remove the debris thereof (including concrete foundations, concrete floors and footings, etc.) and to backfill any excavation or cavity created thereby with dirt, and to seed the surface of the ground thereafter. Reconstruction or demolition shall be undertaken within two (2) months after the damage occurs, and reconstruction shall be completed within nine (9) months or demolition shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the owner.

23) Commercial or Business Activities: The rendering of commercial or professional services, or the sale, distribution or manufacture of products from any structure is prohibited.

24) Enforcement of Covenants: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the subdivision, and also lawful for FRIERDICH, to institute proceedings at law or in equity to enforce the provisions of these covenants and restrictions to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorneys' fees, for such violation. No failure on the part of any property owner to enforce any covenants or restrictions herein contained immediately after any such cause may arise shall be deemed a waiver as to that cause or of any similar cause that may thereafter arise.

25) Enforcement: Any property owner possessing a fee simple

interest in any lot shall have the right to enforce the easements, conditions, restrictions, reservations, and limitations provided herein in a lawful manner.

In consideration of the purchase of any parcel in this development, the property owner and all subsequent owners of title to any lot agree to hold FRIERDICH, its agents and employees, safe, harmless, free and indemnified from any and all claim for damages, of any nature whatsoever, caused by the property owner's use, occupancy or development of the lot.

Any party violating any of the easements, conditions, restrictions, reservations and limitations herein contained shall pay to the party enforcing the terms of this agreement, in addition to any other relief granted by law, said party's reasonable attorney fees, court costs, witness fees, deposition fees, investigation fees and surveying fees, provided, however, in no event shall FRIERDICH be responsible for the payment of the foregoing fees and costs unless FRIERDICH is the party violating any of the easements, conditions, restrictions, reservations and limitations herein contained.

No party petitioning for an injunction to enforce the provisions of this document shall be required to post bond, notwithstanding any statute to the contrary.

26) Severability: Invalidation of any of the covenants herein contained or any part thereof by any judgment, court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

27) Rights Assignable: When FRIERDICH, its successors or assigns, has conveyed the last lot or parcel of the subject premises set forth in Exhibit "A", all the rights of FRIERDICH herein reserved, including rights to act for architectural control and rights to enforce any and all of the covenants herein, are hereby assigned and transferred to FRIERDICH.

28) Liability of FRIERDICH: FRIERDICH, its agent's, directors and employees shall not be 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, if any, 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. FRIERDICH shall not be entitled to any compensation for services performed pursuant to this covenant.

29) Amendment: This Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by FRIERDICH, as long as FRIERDICH is the record owner of the fee simple title of at least one-fourth (1/4) of the Lots in the subdivision then included under the terms of this Indenture. Any such amendments, alterations, change or discontinuance shall, when recorded with the Office of the Recorder of Deeds, Monroe County, Illinois, become a part of the provisions and restrictions of this

Indenture. Thereafter, this Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by written agreement signed by the record owner of three-fourths (3/4) of the Lot Owners in the subdivision then included under the terms of this Indenture. Any such amendments, alterations, changes or discontinuance shall, when recorded with the Office of the Recorder of Deeds, Monroe County, Illinois, become a part of the provisions and restrictions of this Indenture.

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

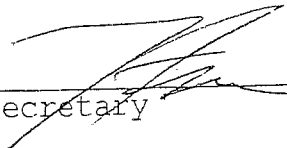
IN WITNESS WHEREOF, H.J. FRIERDICH & SONS, INC., has hereunto  
executed this Indenture the day and year first above written.

FIRST PARTY:

H. J. FRIERDICH & SONS, INC.

BY:   
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

Dated: 5/29/03