

INDENTURE OF TRUST AND RESTRICTIONS

WALNUT RIDGE ESTATES

COLUMBIA, ILLINOIS

****** THESE INDENTURE OF TRUST AND RESTRICTIONS ARE SUBJECT TO MODIFICATION, IN WHOLE OR IN PART, AT ANY TIME BY THE DEVELOPER, WALNUT RIDGE DEVELOPMENT I, INC.***

INDENTURE OF TRUST AND RESTRICTIONS

WALNUT RIDGE ESTATES

COLUMBIA, ILLINOIS

THIS INDENTURE, made and entered into this _____ day of _____, 2016, by and between WALNUT RIDGE DEVELOPMENT, INC., an Illinois corporation, hereinafter called the First Party, and ARLIE TRAUGHBER, NORMAN SCHAEFER and WILLIAM HAWN, Second Party, hereinafter referred to as "Trustees":

WITNESSETH THAT:

WHEREAS, WALNUT RIDGE DEVELOPMENT, INC., is the developer for a residential development located in Columbia, Monroe County, Illinois, in accordance with final development

plats which will be recorded for various segments of said development; and,

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

WHEREAS, the First Party hereby adopts this Indenture of Trust and Restrictions and all provisions thereof for plats of WALNUT RIDGE ESTATES which may be made subject to this Indenture by the First Party; and,

WHEREAS, there may be designated, established and recited on the recorded plats of WALNUT RIDGE ESTATES certain streets, common land easements, and other non-public items which are for the exclusive use and benefit of the residents of WALNUT RIDGE ESTATES except those streets or easements which are or may hereafter be dedicated to public bodies and agencies, and which have been provided for the purpose of constructing, maintaining, and operating sewers, pipes, poles, wires, storm water drainage, parks and other facilities and public utilities for the use and benefit of the residents of WALNUT RIDGE ESTATES; and,

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 WALNUT RIDGE ESTATES, 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 WALNUT RIDGE ESTATES, all as described herein as follows, to wit:

See Exhibit "A"

I

CONVEYANCE TO TRUSTEES

WHEREAS, the First Party may by Warranty Deed or by designation of "Common Ground" on plats of WALNUT RIDGE ESTATES, 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 WALNUT RIDGE ESTATES same having been recorded in the Recorder of Deeds Office, Monroe County, Illinois; as well as "Common Ground" which may be reflected on future plats of WALNUT RIDGE ESTATES which may be made subject to restrictions contained herein by the First Party.

This trust shall continue for the duration of WALNUT RIDGE ESTATES, a Subdivision to be developed under the Ordinances of the City of Columbia, Illinois, it being the intent of the First Party 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 WALNUT RIDGE ESTATES shall be developed for residential purposes. Upon vacation of the subdivision constituting this residential development, title to the common land shall thereupon be conveyed from the then Trustees to the then lot owners of WALNUT RIDGE ESTATES, as tenants in common.

II

RESERVATION OF EXPENDITURES

First Party 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, 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 WALNUT RIDGE ESTATES plats.

III

DESIGNATION AND SELECTION OF TRUSTEES

The initial trustees shall be WILLIAM HAWN, ARLIE TRAUGHBER and NORMAN SCHAEFER, designated herein as Trustees, who, by their signatures to this instrument, consent to serve in such capacity, subject to the terms and provisions of this paragraph. Whenever any of said Trustees or Trustee resigns, refuses to act, becomes disabled or dies, the remaining Trustees or Trustee shall appoint a successor or successors until such time that the Party of the First Part does not own any property in any plat of WALNUT RIDGE ESTATES at which time a meeting of the then record owners in fee simple title to lots in all plats of WALNUT RIDGE ESTATES shall be called by notice of meeting signed by at least three (3) lot owners sent by first class mail to, or personally served upon, all of such record lot 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, their successors being elected to terms of three (3) years each. At such meeting, each such lot owner whether attending in person or by proxy, shall be entitled to one vote for each full lot owned by him. The results of such

elections shall be certified by the persons elected Chairman and Secretary. A majority of the lot 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 manner as hereinabove provided and any business relevant or pertinent to the affairs of any plat of WALNUT RIDGE ESTATES 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 after 75% of the lots in WALNUT RIDGE ESTATES have been sold; 100% of the Trustees shall be chosen by owners of developed lots after 100% of all of the lots in WALNUT RIDGE ESTATES have been sold.

IV

TRUSTEES' DUTIES AND POWERS

First Party 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 plats of WALNUT RIDGE ESTATES all in accordance with and subject to provisions of this instrument, and to deal with any common lands 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), entrances lights, street lights common land, cul-de-sacs, park areas, (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 WALNUT RIDGE ESTATES 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 other, 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 shown on said plat.

3) To exercise control over any 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 WALNUT RIDGE ESTATES 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 in WALNUT RIDGE ESTATES and according to the discretion of the Trustees.

4) To prevent, as Trustees of an express trust, any infringement and to compel the performance of any restrictions set out in this Indenture 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 expenses so incurred. The Trustees, their agents or employees shall not be deemed guilty or liable for any matter of trespass or

any other act for any such injury, abatement, removal or planting.

7) To consider, approve or reject any and all plans and specification for any and all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally altered on any of said parcel or parcels herein unless written approval of all plans and specifications is received by the Trustees as provided for hereinafter.

The Trustees shall have the power to grant such set back variances (as are not prohibited by the City of Columbia, Illinois Zoning Code) as they deem necessary.

8) To require a reasonable deposit in connection with the proposed erection of any building or structure, fence, detached building, outbuilding, swimming pool, tennis court or other structure on any of said parcel or parcels in order to provide that upon the completion of the project, all debris shall be removed from the site and from adjacent parcel or parcels, and that any and all damages to subdivision improvements shall be repaired.

9) 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.

10) 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, loan agreements, 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.

11) 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.

12) Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of WALNUT RIDGE ESTATES or any 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 easements, streets and roads, cul-de-sacs, entrance lights, street lights, common land, park areas, shrubbery, entrance markers and any and all other non-public items, if any, including, but not limited to, storm water sewers, sanitary sewer trunks and all other items used by the owners of the lots in WALNUT RIDGE ESTATES.

V

ASSESSMENTS

The Trustees and their successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in WALNUT RIDGE ESTATES 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 Two Hundred and Fifty Dollars (\$300.00) 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) 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 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 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 parcel

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

INDENTURE OF RESTRICTIONS

The Party of the First Part, 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 WALNUT RIDGE ESTATES, 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 the Trustees and approved in writing. The Trustees may in their discretion provide a check list to be completed. In granting such approval, the Trustees 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. The Trustees agree to use reasonable judgment in passing upon said submitted plans and descriptions, but shall not be liable to any person for Trustees' actions in connection with submitted plans and descriptions, unless it shall be showing that it acted with malice and wrongful intent. If the Trustees fail to approve or disapprove the submitted plans and descriptions in any instance within thirty (30) days after same have been submitted to it, approval of Trustees hereunder shall be presumed.

The Trustees must approve any house plan 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 the Trustees and to be retained by said Trustees in permanent file of the parcel on which home is to be built. The Trustees may also, in their 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 the Trustees and shall be constructed by the a qualified contractor approved by the Party of the First Part. The Party of the First Part's decision with regard to the same shall be binding on all parcel and lot owners.

a) All homes must contain a minimum square footage of 2,200 square feet, not including garages, porches, basements, breezeways, verandas or terraces, etc.

b) All residential lots must have at least a two-car side entry attached garage and minimum size of 484 square feet except on lots which may be front entry garages. Carports are prohibited.

c) A minimum of three (3) sides (profiles) of the exterior walls of the dwelling houses to be located on the lots in the subdivision shall be constructed of face brick, from the ground level (the building foundation) to the building's eaves (including gables, dormers, openings for windows and doors, trim on those lots designated three (3) sides brick on the plat of the subdivision. All other lots require a minimum of face brick on the front exterior wall of the dwelling houses from the ground level (the building foundation) to the building's eaves (including gables, dormers, openings for windows and doors. Minimum roof pitch shall 8-12 (8 vertical-12 horizontal).

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

e) All driveways and parking areas shall be concrete surfacing, a minimum of 16 feet wide, and such surfacing shall be completed prior to occupancy.

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

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

h) Each residential lot owner shall cause to be constructed, in a location designated by the Trustees, identical free-standing black cast iron mail boxes. The name, brand and type shall be at the sole discretion of the Trustees. The Trustees' decision with regard to the same shall be binding on all lot owners.

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 the Trustees prior to its

construction in accordance with the provisions of paragraph VI(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 WALNUT RIDGE ESTATES shall be developed in accordance with preliminary and final development plats submitted by the party of the First Part, its heirs, successors, and assigns.

6) Easements: The easements depicted on and created by dedication in the plat or plats for WALNUT RIDGE ESTATES, 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 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 the Party of the First Part in the development of the subdivision. Should the Party of the First Part not develop all the land and should he 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 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 animal of any kind shall be permitted in the subdivision, except the usual kind and number of domestic pets which are customarily found in a single-family household in residential developments such as a dog, cat or birds, but not including large animals. The determination of the Trustees in this matter shall be considered final in all cases which may arise. 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, in detail shall be subject to provisions of paragraph VI(2) herein.

11) Satellite Dishes, Solar Panels and Antennae: No satellite dishes may be placed on any lot or improvement thereon except with appropriate screening and shall be located behind the rear of the dwelling structure. Satellite dishes shall not exceed square feet. The location and construction of any satellite dish and appropriate screening shall be subject to the provisions of paragraph VI(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. If said motor vehicles are so stored or remain on the aforesaid premises, Trustees shall take the necessary action to remove same.

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 nonuseable, 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.

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, the Trustees 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 is 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 the Trustees, 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 the Trustees 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 the Trustees be responsible for the payment of the foregoing fees and costs unless the Trustees 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) Trustees' Rights Assignable: All of the rights of the Trustees, herein reserved, including rights to act for architectural control and rights to enforce any and all of the covenants herein, shall be freely assignable and any assignee shall succeed to all of the rights of the assignor thereof.

28) 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, 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. Neither the Trustees nor successor Trustees shall 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 a written agreement signed by the then record owners of the fee simple title of two-thirds (2/3) of the Lot Owners in the subdivision then included under the terms of this Indenture. 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 Indenture, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of the Party of the First Part so long as it is an Owner of one lot in any plat of WALNUT RIDGE ESTATES.

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

IN WITNESS WHEREOF, the Party of the First Part and the Parties of the Second Part have hereunto executed this Indenture the day and year first above written.

FIRST PARTY:

SECOND PARTY: TRUSTEES

WALNUT RIDGE DEVELOPMENT, INC.

By: _____
President

ATTEST:

Secretary