

**R E S T R I C T I V E**

**C O V E N A N T S**

**COLINA DEL SOL**

WHEREAS, a real estate subdivision plat known as "**COLINA DEL SOL**", being a subdivision of a tract of Land in \_\_\_\_\_; all in Village of Shiloh, St. Clair County, Illinois, is simultaneously being recorded with this document in the Recorder's Office of St. Clair County, Illinois(hereinafter the "Property") [Note: All references herein to a "subdivision" or "plat" shall be considered references to the said **COLINA DEL SOL** subdivision plat.]; and

**WHEREAS**, the maker of this Indenture, **SHILOH DEVELOPMENT TRUST #7**, has taken title to the Property comprising the subdivision known as "**COLINA DEL SOL**", with the right to convey the said premises, or any part or parts thereof, and

**WHEREAS**, **SHILOH DEVELOPMENT TRUST #7**, intends to sell the Property in separate lots, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the Property for the benefit of its future owners; and

**WHEREAS**, the said **SHILOH DEVELOPMENT TRUST #7** desires to impose on the said Property certain easements, conditions, restrictions, reservations, and limitations that shall run with the land and bind the Property;

**NOW, THEREFORE**, in consideration of mutual advantages to accrue to the owner of the Property comprising the said subdivision at the time of its recording in the Recorder's Office of St. Clair County, Illinois, as well as to the future owners of the Property or portions of the Property, there are hereby imposed on the said subdivision certain easements, conditions, restrictions, reservations, and limitations, which are hereby made a part of the plat of said "**COLINA DEL SOL**"; to-wit: See Exhibit "A" attached.

**1. BUILDING LINES**

No building shall be erected or placed on any residential lot or lots, or part of lots, in said subdivision nearer to the drives, avenues, roads, lanes, streets, courts, or any other public thoroughfare, than the building set-back distances as may be in force under the laws and ordinances of **THE VILLAGE OF SHILOH**, Illinois, at the time of construction.

The owners of all or any portion of the Property shall have the right to petition for variances through the Architectural Control Authority and if the variance sought is also inconsistent with the laws and ordinances of **THE VILLAGE OF SHILOH**, then in addition may pursue any procedure permitted by the laws and ordinances of **THE VILLAGE OF SHILOH**, Illinois, to change the application of such laws and ordinances to their lot on the Property.

## **2. EASEMENTS, LICENSES AND PROPERTY RIGHTS**

(a) The easements referenced and depicted upon the Final Plat are hereby perpetually established, imposed, granted, conveyed and reserved for the use and benefit of the Association; and specific utilities to the extent specified thereupon. Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Association Easement and Maintenance Areas. In the event that any utilities and utility connections serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company the Association, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(b) There shall be and is hereby imposed, granted, conveyed and reserved on the boundaries of each Lot except and subject to the extent of improvements and landscaping thereupon which shall be repaired or replaced, a temporary license for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of prompt and efficient repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

(c) Should any planting or tree, overhang or encroach on an adjacent Lot, the Owner of any such planting or tree shall have a license to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion to trim such overhanging or encroaching planting or tree.

(d) The Property including all the Lots shall be and hereby are, and there is hereby imposed, granted, conveyed and reserved subject to a perpetual easement in gross to the Association, its successors and assigns, for ingress and egress to perform its obligations and duties as required by this Indenture. Furthermore, there shall be and hereby is imposed, granted, conveyed and reserved a non-exclusive perpetual easement upon and within the areas designated on the Final Plat as Association Easement and Maintenance Areas for the benefit of the Association, its successors, assigns, agents and contractors for the purpose of performing its obligation and duties as required by this Indenture. Should it be necessary on a non-emergency basis, to enter upon a Lot in order to maintain, service, improve, repair or replace any Association Easement and Maintenance Areas. The Association shall specifically have the authority to enter any Lot, on an emergency basis, for the purposes of performing Association responsibilities, without the necessity of exhibiting an order from the Association. The determination of whether such an emergency exists shall be within the discretion of the Association.

(e) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to and hereby are, and there is hereby imposed, granted, conveyed and reserved a perpetual easement in gross to the Shiloh Valley Land Trust #7, its successors and assigns, for access, ingress and egress to perform any duties and obligations which may be imposed upon Shiloh Valley Land Trust #7, its successors and assigns, as developer of the Community, by this Indenture or by any state, county, municipal or other governmental agency, including, without limitation, any obligations or duties which may be helpful or necessary for the release of development escrows deposited with any such state, county, municipal or other governmental agency.

(f) There shall be and hereby is imposed, granted, conveyed and reserved on each Lot a perpetual easement for the use and benefit of other Lots for the natural flow of storm water and run-off at a level and location from such benefiting Lots as otherwise would exist absent construction of any building and improvements upon such Lot benefiting from such easement; provided, however that such location and direction of run-off and drainage shall be subject to relocation by the owner of such servient Lot.

### **3. USE RESTRICTIONS**

(a) The following restrictions shall hereby apply to and be fully binding upon all portions of the Properties, and each and every Owner of any Lot therein, their grantees, lessees, successors and assigns, acknowledges, accepts, covenants, represents and warrants that:

- (i) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Architectural Control Authority. No residence, other than one Single Family Dwelling, may be constructed on each Lot.
- (ii) No structure of a temporary character, trailer, basement, tent, clothesline, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence temporarily or permanently. No outbuildings, detached garages, sheds, shacks or structures whether of temporary character or not, other than the residences constructed on Lots, shall be constructed or maintained on any Lot in any portion of the Properties. Outbuildings and other structures may be constructed on any lot provided, (1) the outbuilding or structure is specifically to be used for one of the following: a pool cabana, a gazebo or pavilion, a trellis or arbor, a deck or patio; and (2) the exterior finish materials and design features are identical to that of the residential house currently built on the lot, and (3) a plan for the outbuilding or structure is submitted to the Architectural Control Committee, and (4) the plan is approved by the Architectural Control Committee
- (iii) No commercial activity of any kind (including but not limited to any day care services) shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Shiloh Valley Land Trust #7, or any successor developer.
- (iv) No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Architectural Control Authority. This provision shall not, however, require the consent of the Architectural Control Authority for the sale of an entire Lot as shown on a final recorded subdivision plat.
- (v) No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.
- (vi) No activity shall be conducted or permitted on the Associations Easement and Maintenance Areas or any Lot which would create a nuisance, disturbance or excessive noise or commotion. The Association shall have

the right to prohibit, restrict and prevent such gatherings or assemblies of individuals on the Associations Easement and Maintenance Areas under such reasonable rules and regulations as the Association, in its sole discretion, may from time to time determine.

- (vii) Each Owner shall maintain and keep his Lot in good and neat order and repair, mowed at all times to a height of not more than four inches. No junked or abandoned vehicles, objects or materials shall be permitted on any Lot, nor shall there be permitted the accumulation of garbage, trash or other debris. All garbage, trash or other debris shall be stored, prior to its quick removal, in sanitary containers and out of view of neighbors. No later than six months following completion of construction of any buildings or improvements upon any Lot, such Lot shall be properly landscaped or reseeded to accommodate customary residential yard grass or landscaping thereupon all Lots shall be kept neat and clean.
- (viii) 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 that after sunrise on 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; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day. Notwithstanding the foregoing, the Association may establish and contract with one trash service for the entire Community if completely priced.
- (ix) Personal property, including, without limitation, boats, trailers, trucks with a gross vehicle weight in excess of one (1) ton, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in an unenclosed carport or garage on any Lot, nor shall they or any motor vehicle of any type or description be parked for any time on the unpaved portion of any Lot or on any street, except subject to City approval in limited circumstances when private events occur and the applicable garage and driveway can not accommodate additional parking. For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 A.M. and 8:00 A.M.
- (x) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers may be stored or suffered to remain upon any of the Associations Easement and Maintenance Areas or the Lots other than in an enclosed garage.
- (xi) No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic or may be erected in any drainage or sewer easement.

- (xii) 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 (A) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) one (1) sign not more than twelve (12) inches square notifying of a security system or signs used by a builder to advertise the property during construction and sale period. Nothing in this restriction shall be construed to prohibit **SHILOH DEVELOPMENT TRUST #7** or its assignee from erecting any sign or signs advertising the sale of lots and/or buildings, signs advertising the name of the contractor or subcontractor of the building on the lot, or signs of warning of a safety hazard. Additionally, professionally prepared signs of not more than one (1) square foot that give notice of neighborhood watch program participation may be erected with the subject lot owner or owner's permission, signs erected or displayed by Shiloh Valley Land Trust #7 or by a successor builder-developers in connection with the development of the Properties and the sale, rental, and/or construction of improvements on the Lots.
- (xiii) 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. No above ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property.
- (xiv) No Owner or occupant of any Lot in the Property shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot.
- (xv) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Properties, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited. Specifically under no circumstances shall any exterior dog or other pet houses or outside kennels be permitted. Further no dogs shall be allowed on any Lot outside of a dwelling unit unless confined with an electronic dog fence or otherwise approved fence. No pet owner shall allow their pet to walk or roam the subdivision unless it is on a leash. No pet owner shall allow their pet to drop solid waste on any property within the subdivision (including Common Areas) other than on the lot of the pet owner without immediately cleaning up and removing the waste from the property.
- (xvi) No business will be permitted without the written consent of the original subdivider of this plat or its assignee except that business as is required to build, develop and sell the property subject to the covenants. No garage or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailers, mobile homes, basement (without completed home above), tent, or shack shall be allowed on any property whether on a temporary or permanent basis.

#### 4. IMPROVEMENTS, BUILDINGS AND ARCHITECTURAL CONTROL

(a) Except as provided herein with respect to Shiloh Valley Land Trust #7, without exception and in no event shall any building, fence, wall, driveway or other structure, landscaping, lighting or any other improvement of any sort or kind, or any foundation thereto or any excavation or construction in connection therewith, be commenced, erected or maintained upon any Lot, nor shall any exterior addition, modification or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made. nor shall any removal of any tree with a five inch or greater caliper or any change in grade or slope of any Lot be made, until final and complete plans and specifications with respect to all of the foregoing have been timely and fully submitted and approved in writing by the Architectural Control Authority on behalf of the Association. All decisions rendered by the Architectural Control Authority shall be deemed final. The restrictions of this Section shall not apply to Shiloh Valley Land Trust #7. Nothing contained in this Indenture shall restrict, limit, inhibit or prevent the Shiloh Valley Land Trust #7, its successors or assigns from developing the Properties and building residences and selling the same. With respect to the approvals required hereinabove, the Architectural Control Authority, at their option, may appoint an architectural approval committee comprised of not less than three nor more than five Owners to review all proposed construction and submit recommendations of approval or disapproval of same to the Architectural Control Authority. All requests for approval submitted to the Board of Architectural Control Authority shall be deemed automatically denied if no response is given within thirty (30) days of making submissions of all such material, in writing, to all Architectural Control Authority.

(b) More specifically, but not by way of limitation, the following shall apply:

- (i) Plans and Specifications: Complete plans and specifications shall include a plot plan showing Lot number, outline boundary and location of buildings and improvements to scale, elevation of gradeline at building with respect to street and existing structures, the drainage of storm water of said Lot with respect to adjacent properties, location of proposed building vis-a- vis existing buildings, if any, on adjoining Lots. building setback lines, sewer location and elevation and location of waterline, power line, gas line, telephone cable, driveways, sidewalks, and retaining walls, front, side and rear elevation of all buildings, roof and roof pitch, elevations of any walls or fences, data as to building construction materials, colors and composition as to exterior walls, roof coverings, fences, decks, patios, walls and other improvements, complete set of building and improvement construction drawings, square footage, location of other improvements on Lot, landscaping plan, name of general contractor which shall be approved by the Architectural Control Authority, and such other information as the Architectural Control Authority may reasonably request.
- (ii) Landscaping. All landscaping shall be delineated on satisfactory plans to be approved by the Architectural Control Authority, with a specific designation as to the dollar amount allocated to the cost of installation thereof: it being the right of the Architectural Control Authority to determine that sufficient landscaping is being installed commensurate with the type and style of dwelling to be constructed. Such landscaping shall be completed no later than six (6) months following completion of the dwelling. Such landscaping shall further adequately depict all proposed exterior accent lighting, if any, as proposed for the dwelling and improvements.

- (iii) Building Locations. As a minimum, no building, permanent structure or improvement (other than a fence, landscaping, or mailbox all as to be approved by the Architectural Control Authority) or any part thereof, shall be erected or placed on any "Lot" which is nearer to the public street, or otherwise beyond the front, side or rear building lines as shown on the Plat, or which is less than than twenty-five (25) feet from any common boundary lines with any adjoining Lots (i.e. side yards), except however that driveway side yard setbacks shall be ten feet. Notwithstanding the foregoing, the actual location of any building shall be subject to the approval of the Architectural Control Authority, which shall take into consideration the configuration of the Lot, the location of buildings on adjoining Lots, if any, and the actual resulting or desired consistent sight line of such building vis a vis other buildings which then or thereafter exist or may exist on other Lots in the Community.
- (iv) Construction Materials. If concrete is exposed more than one foot above the ground, same shall be veneered, unless the approval of the Architectural Control Authority shall be obtained, permitting a more decorative finish. All ground floor exterior walls of all buildings must be comprised of brick, stone, dryvit, or a combination thereof. The second level of all exterior walls on all buildings must be comprised of brick, stone, dryvit, or if structurally required (i.e. dormers, etc.) siding of a type, color and quality as approved by the Architectural Control Authority. All mailboxes shall consist of materials comparable to the exterior materials of the ground floor elevations of the related dwelling, or such other material as approved by the Architectural Control Authority and in no event shall such mailboxes include exposed plastic or metal boxes, but rather shall be encased or wrapped in acceptable exterior finish material.
- (v) Construction, Timing and Management. In connection with submission of any plans and specifications required hereinabove, such Owner shall further provide a construction schedule for completion of such buildings, improvements and other matters or items. Following approval by the Architectural Control Authority, upon commencement of construction of any such buildings, improvements or other items or matters referenced hereinabove, the Owner shall cause same to proceed promptly, diligently and without interruption (subject to inclement weather conditions) until completion. The Architectural Control Authority may require reasonable deposit in connection with the proposed construction or erection of any such building structure or improvement on any Lot approved in accordance with this Indenture, in order to provide that upon completion thereof, 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. Furthermore, in connection with the construction of any dwellings, buildings, improvements or betterments upon any Lot, and any related grading or earthwork, there shall be installed satisfactory silt fences and erosion control as determined necessary by the Architectural Control Authority in their sole and absolute discretion.
- (vi) Dwelling Size and Design. "Ranch" or "one-story" homes may be constructed within the Community providing the ground level finished square footage is a minimum of 2800 square feet. For all dwellings of one and one-half or two story exterior design, the minimum square footage shall be 2000 square feet for the ground level and a total finished square footage of 3200, inclusively. All roofs shall

have a minimum pitch of 6-12 unless otherwise agreed by the Architectural Control Authority. All garages shall be side or rear entry, and at a minimum shall be satisfactory in size to accommodate three automobiles with a minimum size of twenty (30) feet by twenty (20) feet. Total garage floor areas on any lot shall not exceed 1100 square feet.

- (vii) Driveways. All driveways must be constructed of concrete, or asphalt and constructed at the time of the building construction. The minimum width of the driveway shall be twelve feet, and in no event may be located closer than ten feet of an adjoining Lot line. The Owners must keep such driveways in good repair and in their natural color. The Board may require a driveway to be replaced if the Owner of the Single Family Dwelling has not kept such driveway in good condition and in its natural color. If the Board deems it necessary, the driveway shall be replaced and the Owner shall reimburse the Association for such expenses. If the Owner fails to promptly reimburse the Association for such expenses, the Association may place a lien against the Owner's Lot in accordance with the Indenture.
- (viii) Swimming Pools. All swimming pools shall be of permanent construction, below ground and with a satisfactory security fence and under no conditions will an above-ground pool be permitted.
- (ix) Fences. No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Authority as to location, material and height. and the decision of the Architectural Control Authority to approve or reject a fence (or its location, material or height) shall be conclusive and final. An application shall be submitted setting forth the proposed location, material and height of all such fences. Nothing herein contained shall prevent placement of fences by the Association on the Association Easement and Maintenance Areas.
- (B) The Architectural Control Authority' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Architectural Control Authority that strict adherence to such standards and requirements would create an undue hardship on applicant, and approval would be in the best interests of the subdivision.

(1)Maximum height of 48" for full perimeter fencing.

(2)Fencing may only enclose the rear yards of any residence or swimming pool areas therein. No fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. With respect to corner lots, fencing along the side of 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. Lots may have exceptions at the sole discretion of the Architectural Control Authority.

(3)The Architectural Control Authority, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof.

(4)Swimming pool and patio privacy fencing will be handled on a case-by-case basis. Requests for same must be made in writing as stated above.

(5)All posts shall be properly anchored and secured.

- (x) Solar Systems. No Lot may have an exterior solar collector system, wind generator system, or any similar type system or appliance without Director approval pursuant to this Section 9. In addition to other variables, the Architectural Control Authority in their discretion may consider that such approval be conditioned upon Architectural Control Authority satisfaction as to the location of any such solar panels so as not to be generally visible from the street servicing such Lot.
  
- (xi) Antenna, Satellite Dishes. No exterior television, radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter collectively referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any dwelling except with the prior written approval of the Architectural Control Authority. In all events, no receiving or satellite dish may be greater than two feet in diameter and in all events shall be located in the rear yard of any Lot and adequately screened from view of other dwellings and public view and sight lines. The Architectural Control Authority or their designated committee may approve an application for the installation of an Antenna only upon the following conditions:
  - (A) No more than one Antenna shall be allowed per Lot. The Antenna shall be for the personal use of the Owner or resident.
  - (B) The Antenna shall not be visible from the street towards the dwelling (including the street view of dwellings on corner Lots).
  - (C) The Lot Owner shall satisfy one of the following:
    - (1) The Antenna shall not be visible from the neighboring Lots, streets or common areas; or
    - (2) The Antenna shall be disguised to resemble and in fact shall be visually indistinguishable from structures, devices or improvements otherwise allowed in the Community and/or by this Indenture.
  - (D) The Antenna shall not pose any known or verifiable hazards to the health of the residents of the Lot Owner or the neighboring Lots. The Architectural Control Authority may require, in their sole discretion, that certain tests be performed on the Antenna at the expense of the Lot Owner at any time before or after the installation of the Antenna.

- (E) The Architectural Control Authority or their designated committee shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as the Architectural Control Authority deem appropriate in order to effectuate the intent of this Section.
- (F) All installations must comply with local zoning requirements and building codes if applicable.
- (G) The granting of the written permission to install the Antenna pursuant to this Section shall be a revocable
- (H) The license issued by the Architectural Control Authority to the Lot Owner and his/her/its successors, which may be revoked if the Lot Owner does not remain in compliance with the terms of this Section as amended from time to time.
  - (xii) Injunctive Remedy. In the event any construction or implementation of any improvements or work as required to be approved by the Association hereinabove by it Architectural Control Authority are commenced prior to such final written approval by the Architectural Control Authority, then and in such event such Lot Owner hereby confesses judgment and consents to the issuance of injunctive remedies by and for the benefit of the Association to cause any such activities to cease until such final plans and specifications are fully approved, and further agrees to reimburse the Association for all attorneys fees. costs and expenses incurred in connection therewith.
  - (xiii) No clothes lines (temporary or permanent) may be erected on any lot.
  - (xiv) Basketball goals may be erected on any lot provided that they are located in the side yards or backyard. Basketball goals may not be closer to the street than the front corner of the house.

## 5. ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered (including exterior color changes) on any lot in the subdivision until the construction plans, specifications, and/or colors, and a plan showing the location of the structure color or improvement have been approved by the Architectural Control Authority as to aesthetic consistency, quality of workmanship and materials, harmony of external design with existing structures or planned structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Authority shall render a decision approval or disapproval of building plans within thirty (30) days from the date it has received all the materials needed to make a decision.

## 6. ARCHITECTURAL CONTROL AUTHORITY

The Architectural Control Authority shall be **SHILOH DEVELOPMENT TRUST #7**, until such time that **SHILOH DEVELOPMENT TRUST #7 shall** resign by giving notice of such resignation in writing to **COLINA DEL SOL** Subdivision Association or by publishing such notice of resignation one time in a newspaper of general circulation in the area of **THE VILLAGE OF SHILOH**, Illinois. **SHILOH DEVELOPMENT TRUST #7** shall remain the Architectural Control Authority until such time as **SHILOH DEVELOPMENT TRUST #7** divests itself of all ownership in any Property located in the **COLINA DEL**

**SOL** subdivision, as well as any additional phases that may be added to such development at the direction of **SHILOH DEVELOPMENT TRUST #7** At the time **SHILOH DEVELOPMENT TRUST #7** resigns as the Architectural Control Authority, the homeowners' association for **COLINA DEL SOL** shall have the authority to appoint a person or persons as the successor Architectural Control Authority.

Any provision in these Covenants that suggests or requires approval from or by the Architectural Control Authority anticipates such that if a request is not approved within thirty (30) days of any written request made it shall be deemed denied. Any denial shall be final unless the Architectural Control Authority shall elect to reconsider its determination.

Developer may retain control of Architectural Control Authority until such time that the last lot is sold. Upon sale of all lots developer will transfer Architectural Control Authority to Owners' Association.

The Developer may amend these Restrictive Covenants as in its sole discretion may be deemed appropriate.

#### **7. FAILURE TO COMPLY WITH, ENFORCE ABILITY AND VALIDITY**

Each and every Grantee, by accepting any conveyance of, or interest in, any of the lots of the Property, or any part or parts thereof, thereby binds himself, herself or itself (as the case may be), and all the heirs, assigns, successors and legal representatives of each and every Grantee to observance and compliance with the restrictions and provisions of this Indenture. If failure of observance thereof, or failure of compliance therewith, is not cured or corrected within ten (10) days after written notice has been mailed or delivered by any one or more of the owners of said lots, any owner may institute and prosecute at law or in equity, any and all parties involved in such violation or failure of observance, or failure of compliance, Provided, however, that the maker of this Indenture, or the owners of the land comprising this subdivision at the time of its recording, shall not, under any circumstances, be held responsible or liable for the enforcement of the restrictions and provisions of this Indenture against any person or persons who may hereafter own or control any one or more of said lots of the Property. Enforcement shall be by proceedings at law or in equity by any lot owner of Property against any person or persons violating or attempting to violate any covenant either to restrain violation and/or to recover damages and the prevailing party shall be reimbursed for all reasonable attorney fees and court costs by the non-prevailing party. Due to the difficulty in establishing actual damages, minimum damages shall be no less than fifty dollars (\$50.00) per day per violation that exists beyond date of written notice.

#### **8. SEVERABILITY**

In any case one or more of the restrictions and provisions, or any part thereof, of this Indenture shall prove to be invalid or unenforceable, the validity or binding effect of the other restrictions and provisions of this Indenture shall in no way be affected thereby, but they shall, nevertheless, remain in force and effect with the remainder construed to effectuate the interest of the whole.

#### **9. TERM OF RESTRICTIONS**

These restrictions shall run with the land and bind the Property and be effective for a period of twenty (20) years from the recording date hereof and shall be automatically renewed for successive ten (10) year periods thereafter unless by written instrument signed by the maker of this Indenture, if said maker is still a property owner subject to these Covenants, or by not less than two-thirds (2/3) of the then owners of lots in said subdivision to terminate, amend or alter said restrictions or any portion thereof.





INDENTURE OF TRUST AND  
RESTRICTIONS  
  
FOR THE ESTABLISHMENT OF THE

RECORDER

COLINA DEL SOL

**SECTIONS**

1. Definitions
2. Property Subject to this Indenture
3. Creation of Association
4. Duration
5. Selection of Trustees; Meetings or Owners
6. Reservations of Expenditures
7. Assessments
8. Trustees' Duties & Powers
9. General Provisions Signature

Exhibit A: Description of Property

INDENTURE OF TRUST FOR  
"COLINA DEL SOL  
SUBDIVISION ASSOCIATION"

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **SHILOH DEVELOPMENT TRUST #7**, (hereinafter referred to as "Grantor"); and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (hereinafter collectively called "Trustees");

WITNESSETH, THAT:

WHEREAS, Grantor is the owner of certain real property located in The Village of Shiloh, St. Clair County, Illinois, and desires to create thereon a development known as "Colina Del Sol" with streets, roads, and other facilities for the benefit of said community; and

WHEREAS, Colina Del Sol has been established as a single family housing development within The Village of Shiloh, St. Clair County, Illinois, and Grantor desires to insure maintenance of the ENTRY MONUMENTS, STREET ISLANDS, COMMON AREAS AND IMPROVEMENTS, STREET SIGN POSTS, DECORATIVE COMMON AREA LIGHTING and the general purposes and objectives upon which Colina Del Sol has been founded; and

WHEREAS, Grantor desires to develop Colina Del Sol as generally indicated on the Final Development Plan (hereinafter defined) as a coordinated development of Single Family Dwellings; and

WHEREAS, all reservations, limitations, conditions, and covenants are jointly and severally for the benefit of Grantor and all persons who may purchase, hold or own from time to time any of the property covered by this Indenture;

NOW, THEREFORE, the Grantor declares that the property described in Exhibit A and such additions thereto as may hereafter be made pursuant to this Indenture is and shall be held, transferred, sold, conveyed and occupied subject to the covenants hereinafter set forth:

**DEFINITIONS:**

The following words when used in this Indenture (unless the context shall prohibit) shall have the following meanings:

(a) "Association" or "Colina Del Sol " shall mean and refer to Colina Del Sol Association, and its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Indenture.

(c) "Trustees" shall mean the Trustees named herein and their successors.

(d) "Lot" shall mean and refer to any plot of land shown on any final recorded subdivision plat of Properties.

(e) "Single Family Dwelling" shall mean and refer to a building which was initially constructed to contain one dwelling unit.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Colina Del Sol Association.

(h) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(i) "Final Development Plan" shall mean and refer to that final development plan for the Properties (Colina Del Sol) recorded in the St. Clair County Recorder's Office; as such final development plan may be amended from time to time.

## 2. **PROPERTY SUBJECT TO THIS INDENTURE:**

(a) The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Indenture is located in The Village of Shiloh, St. Clair County and is more particularly described in the legal description contained in Exhibit "A" attached hereto and made a part hereof by reference.

(b) The Grantor, at its sole discretion, may from time to time add to the land subject to these covenants and restrictions such land as is not owned or hereafter owned or approved for addition by the Grantor. The additions authorized under this Section shall be made by executing and filing of record in St. Clair County an instrument executed by Grantor which shall extend this Indenture to such additional properties. Said instrument may contain such complementary additions and modifications of the covenants and restrictions contained in this Indenture as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Indenture.

## 3. **CREATION OF ASSOCIATION:**

All of the present and future Owners of any Lot as is now or shall later become subject to this Indenture shall automatically be a member of the group of property owners hereby established and known as "Colina Del Sol" ("Association") and, as such, shall have all of the rights, privileges, duties and liabilities as are prescribed under the terms and provisions of this Indenture.

## 4. **DURATION:**

The covenants of this Indenture shall run with and bind the land in perpetuity until the subdivision is vacated or unless terminated as provided herein. This Indenture may be terminated by an instrument agreeing to terminate this Indenture signed by the Owners of two-thirds (2/3) of the Lots. 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.

## 5. **SELECTION OF TRUSTEES; MEETING OR OWNERS:**

(a) There shall be three (3) Trustees. The original Trustees are the persons named herein. During the period of service of said Trustees, one or more of the same shall be subject to removal by Grantor with or without cause, and Grantor shall have the exclusive right to designate the successor to such removed Trustee for his or her unexpired period of service as provided for hereunder. Should any of the named Trustees, or their appointed successors, die, resign, or cease to hold office as set out, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Trustees under this Indenture, then and thereupon, Grantor shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder.

(b) The Grantor shall have the exclusive right to set the terms of the Trustees during the period that Grantor retains any ownership interest in any lots or other properties in any planned phase or newly added phase of the development "Colina Del Sol" subdivision. After Grantor has sold and conveyed all of the Lots and Living Units (in the aggregate) which may be subjected to this Indenture pursuant to the Final Development Plan other than to a successor builder or developer or at such earlier date as Grantor may designate, the following procedure shall be followed:

All of the then acting Trustees shall resign.

At a special meeting called by the Grantor, of the Member's of the Association, the Members shall elect three (3) Trustees elected for an initial term expiring as of the annual meeting next succeeding the following period.

	Initial Term
(1) One Trustee	1 Year
(1) One Trustee	2 Years
(1) One Trustee	3 Years

(iii) After the expiration of the term of office of the Trustees elected as provided in Section 5 (b) (ii), each successor Trustee shall be elected by Members and each such successive Trustee shall serve for a term of three (3) years so that the terms shall be staggered to the end that thereafter one (1) Trustee shall be elected at each annual meeting of the Members of the Association.

(c) Following each annual meeting of the Association as provided for herein, the Trustees shall designate one (1) of its members to serve as Chairman, one (1) member to serve as Secretary, and one (1) member to serve as Treasurer, until the time of the next following annual meeting.

(d) There shall be an annual meeting of the association (after such time as the Grantor is fully divested of the properties in accordance with the provisions of Section 5 (b) (i) hereof) to be held on the first Saturday of March of each year during the term of this Indenture, said meeting to be held at a convenient place in the County of St. Clair, and there may be special meetings of the Association as may be called by anyone for the Trustees, also to be held at a convenient place in the County of St. Clair. Not less than ten (10) days' notice in writing to each Member of the Association of the time and place of any annual or special meeting shall be given by the Trustees or by the Trustee calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Lot Owner and with postage prepaid. The successor to an elected Trustee whose term has expired shall be elected at the special meeting called for that purpose. Each lot shall be entitled to one (1) vote. In computing the number of votes required when a vote requires a percentage calculation, e.g., a simple majority, the percentage shall be determined by a fraction with the number of votes cast in the affirmative as the numerator, and the number of members present and voting in person or by proxy at the time of the vote as the denominator. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Trustees and shall be filed with the Trustees at least 24 hours before any meeting at which such proxy will vote. Any Member who has failed to pay any assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Indenture imposed, succeed to, be vested with, and possess and enjoy, with the remaining Trustees, all of the rights, interests, privileges and powers by this Indenture granted to the Trustees. In the event that any Trustee elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Trustees under this Indenture, then and thereupon, it shall be the duty of the remaining Trustees, within sixty (60) days of a vacancy, to select a successor to fill the unexpired term.

(e) If a Lot is jointly owned, only one person shall be entitled to vote for the owners of that Lot and such person shall be known as the "Voting Member". If a Lot is jointly owned and if one of the multiple owners of that portion is present at a meeting of the Association, he shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority of interest of the multiple Owners. One the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other owners of the Lot. A corporation, if owner, shall act through its president or through other officer or director as the Board of Architectural Control Authority designates in writing. A partnership, if an owner, shall act through a partner as designated by the partnership in writing. A trust, if an owner, shall act through its trustee. If there is more than one such trustee for a trust, then the trustees shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Trustee.

(f) All Trustees, except Interim Trustees and the Trustees herein named under the authority of appointment held by the Grantor herein and their appointed successors shall be Lot Owners. If any Owner is a corporation, partnership or trust, then any partner, officer, director, employee or agent of such corporation, or partnership or trustee of such trust may be a Trustee.

(g) Any business relevant or pertinent to the affairs of the Association may and shall be transacted at any annual or special meeting at which a quorum of members is present. A quorum is present at a meeting of the Association if the Members in attendance in person or by proxy jointly represent a majority of the Lots - a majority being 50% or more of the Lot owners who have paid their assessments required herein. A quorum is present at a meeting of the Trustees if a majority of the Trustees are in attendance. Any actions of the Association at any annual or special meeting shall be by a majority of votes cast at such meeting. All actions of the Trustees shall be by majority vote.

(h) For the period from the date of execution hereof until such time as there are less than two (2) Grantor appointed Trustees (which shall include the original Trustees named herein and their appointed successors), no annual meeting of the Association shall be held. During such period, the Trustees may appoint an advisory board consisting of Lot Owners. The number of members of such advisory board shall be the number deemed appropriate by the Trustees from time to time. The members of such advisory board shall serve at the will of the Trustees. The advisory board shall be formed for the purpose of reporting to and/or advising the Trustees concerning the status and operation of the Properties. Such advisory board may hold informal meetings of Members of the Association if so desired by the Advisory board, but such meetings are not required.

## **6. RESERVATIONS OF EXPENDITURES:**

The Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Grantor further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street within the Properties.

## **7. ASSESSMENTS:**

(a) The Grantor, for each Lot within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessment, such assessments to be fixed, established and collected from time to time as hereinafter provided.

(b) The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against the title of each Lot and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons owning such property at the time when the assessment fell due.

(c) The assessments levied under this Section shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized, and for the improvement, maintenance and operation of the Entrance Monuments and Common Areas and all facilities thereon, including, but not limited to, the payment of debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise. Additionally, the assessment shall cover the operating cost for street lighting until such time as a local street lighting district or municipality accepts such responsibility.

(d) The maximum annual assessment shall not exceed the sum of Three Hundred Fifty Dollars (\$350.00) per Lot (except as hereinafter provided), provided, however, that such assessment may be increased for any assessment year by an amount which is equal to the percentage increase in the Consumer Price Index for All Urban Consumers, All Items Figure as published by the United States Department of Labor Statistics, 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. The Trustees may, after consideration of current costs and anticipated needs of the Lots subject hereto, fix the actual assessment for any year at less than the maximum herein authorized.

(e) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Entry Monuments or Common Areas upon the approval of a majority of the Trustees and the assent of a majority of the vote of the Members voting thereon, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The provisions of this Section 7 with respect to the establishment of due dates, effect on non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(f) The Trustees may change the basis and maximum of assessments provided for above upon the approval of a majority of the Trustees and the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided that the limitations of Section 5 hereof shall not apply to any change in the maximum and basis of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate.

Assessments shall be made in a manner and subject to the following procedure:

As to annual assessments, the Trustees shall levy each such assessment at least thirty (30) days in advance of each assessment year, as established by the Trustees, provided, however, that the first annual assessment may be adjusted according to the number of months remaining in the assessment year, as fixed by the number of months remaining in the assessment year, as fixed by the Trustees. All subsequent assessments shall thereafter be on a full assessment year basis. The due date for each assessment shall be established by the Trustees. If authorized by the Trustees, assessments may be payable in monthly or other periodic installments, with the entire balance of the entire assessment to become payable upon nonpayment of a periodic installment.

- (ii) Special assessments shall be made by the Trustees upon thirty (30) days notice, and, at the discretion of the Trustees, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.
- (iii) Notice of any assessment of a Lot shall be given by the Trustees, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of St. Clair County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posing a brief notice of the assessment upon the property itself.

- (iv) The failure or delay of the Trustees to serve any annual or special assessment shall not constitute a waiver or release in any manner of any Lot Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment the Lot Owner shall continue to pay at the then existing rate established for the previous payment.

(h) If any assessment is not paid on the due date, as established by the Trustees, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot involved, which shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, personal representatives, successors and assigns. In addition to such lien, the personal obligation of the then Lot owner to pay such assessment shall remain his personal obligations and shall also pass to his successors in title, whether or not expressly assumed by them.

(i) If any assessment is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at an annual rate equal to two percent (2%) over the prime rate established by Mercantile Trust Company, N.A., St. Louis, Missouri, on the first business day of each calendar quarter, but not less than fifteen percent (15%) per annum and not more than the highest rate allowed by law, and the Trustees may bring legal action against the Lot personally obligated to pay same, and, in addition, may execute and acknowledge with respect to such Lot and cause same to be recorded in the Office of the Recorder of Deeds, St. Clair County, and thereafter institute any appropriate legal action to enforce such lien, including, without limitation, by foreclosure and public sale. Upon payment, the Trustees shall execute and record (at the expense of the Owner of the affected Lot), a release of such lien. All costs, including reasonable attorneys' fees, incurred by the Trustees in enforcing the payment of any assessment shall be paid by the Lot Owner in default and the amount of such costs, including reasonable attorneys' fees, shall be a lien against the Lot involved until paid.

(j) The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot as to assessments which become due and payable prior to the sale of transfer of such Lot pursuant to foreclosure thereon or 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 subsequent assessment.

(k) The following properties subject to this Indenture shall be exempt from the assessments, charges and liens created herein:

All Lots owned by the Grantor or other builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale) or before commencement of the first term under a lease or tenancy affective the Lot.

## **8. TRUSTEES' DUTIES AND POWERS**

(a) To maintain all common area and the Entry Monuments to "Colina Del Sol", including, but not limited to, lighting, signage and landscaping. To maintain, in addition to the common areas, the area of land lying in the street islands. To maintain and operate all street lights until such time as accepted by a local government authority. To maintain all street sign posts.

(b) 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 and other employees as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Trustees.

(c) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Indenture any gift, grant, conveyance or donation of money or real or personal property.

(d) With regard to all property, real, personal or mixed, owned or held by them as Trustees, the full and unqualified right, power and authority to:

- (i) Make all contracts and incur all liabilities necessary, related or incidental to exercise the Trustees' powers and duties hereunder, including the construction of improvements.

(ii) Use, handle, manage, control, operate, hold, deal in and in all respects treat with same, limited only as provided in this Indenture or by law.

(e) The Trustees shall deposit the funds coming into their hands, as Trustees, in a state or national bank protected by the Federal Deposit Insurance Corporation, or a state or federal savings and loan association protected by the Federal Savings and Loan Insurance Corporation. The Treasurer shall be bonded for the proper performance of the Treasurer's duties in any amount to be fixed by the Trustees.

(f) All rights, power, duties, privileges and acts of every nature and description conferred upon the Trustees by the terms of this Indenture may be executed and exercised by a majority of the Trustees, unless otherwise provided herein. The Trustees shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature.

## **9. GENERAL PROVISIONS:**

(a) Provisions herein may be amended, modified or changed from time to time by the Grantor and the Trustees so long as the Grantor owns one or more Lots on the properties by recording such amendment in the Office of the Recorder of Deeds of St. Clair County, Illinois. Thereafter, this Indenture may be amended, modified or changed by the written consent of two thirds (2/3) of the votes of all of the Lot Owners with any such amendment, modification or change being recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Trustees with respect to maintenance of the common areas and Entry Monuments and the power to levy assessment thereof, or to eliminate the requirement that there be Trustees unless some person or entity is substituted for the Trustees.

(b) In connection with the sale of all or part of the Properties subject to this Indenture, Grantor shall have the right to expressly assign to such Purchaser the rights herein reserved or granted to Grantor.

(c) Any notice required to be sent to any Member or owner under the provisions of this Indenture shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Clair County or any appropriate municipality for each Lot.

(d) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect

*IN WITNESS WHEREOF*, the undersigned have executed this Indenture the day and year first abovewritten.

GRANTOR:  
SHILOH DEVELOPMENT TRUST #7

\_\_\_\_\_

**ACCEPTANCE OF APPOINTMENT AS TRUSTEES:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF ST. CLAIR )

On this \_\_\_\_ day of \_\_, 2007, before me appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of SHILOH DEVELOPMENT TRUST #7, and that the seal affixed to the foregoing instrument is the corporate seal of

\_\_\_\_\_ ) ss.  
said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Architectural Control Authority; and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein set forth.

*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

# Colina Del Sol

## **EXHIBIT “A”**

Part of Lots