

APR 21 2009

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A02156355

This Instrument was Prepared and
Recordation Requested By and
After Recording Return to:

Greensfelder, Hemker & Gale, P.C.
12 Wolf Creek Drive
Swansea, Illinois 62226
Attn: Kevin Vick

STATE OF ILLINOIS
ST. CLAIR COUNTY
BELLEVILLE IL 62220

09 APR 21 PM 2:53

Michael T. Bortolotto

RECORDER

State Imposed
Surcharge
Rental Housing surcharge: \$10.00

59

Plat Document No. A02156354

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1. **Title of Document:** Declaration of Covenants and Restrictions for The Villages at Wingate
2. **Date of Document:** April 16, 2009
3. **Declarant:** TTW, LLC, an Illinois limited liability company
4. **Statutory Mailing Address:** P.O. Box 10, Waterloo, IL 62298
5. **Legal description:** See Exhibit A annexed to the document.

The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration for The Villages at Wingate. In the event of a conflict between the provisions of the attached Declaration for The Villages at Wingate and the provisions of this cover page, the attached Declaration for The Villages at Wingate shall prevail and control.

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGES AT
WINGATE

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APR. 21. 2009 1047

DECLARATION OF COVENANTS AND RESTRICTIONS

TTW, LLC, an Illinois limited liability company (the "Declarant") makes and enters into this Declaration of Covenants and Restrictions ("Declaration") effective as of April 16, 2009.

RECITALS:

A. Declarant desires to create a planned residential community to be known as "The Villages at Wingate" ("Community") on certain real property located in St. Clair County, Illinois, which is legally described on Exhibit A attached hereto and incorporated herein.

B. This Declaration is not a condominium declaration, the Community does not constitute a "Condominium" as defined in 765 ILCS 605/1, as amended ("Condominium Act"), and the Properties (as hereinafter defined) now or hereafter subject to this Declaration shall not be subject to or governed by the Condominium Act. This Declaration is a "Declaration" of a "Common Interest Community" under 735 ILCS 5/9-102.

C. Declarant desires to insure compliance with the requirements and the general purposes and objectives upon which the Community has been established.

D. All reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the property covered by this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings (and shall not have the meaning ascribed to these terms in the Condominium Act):

(a) "Association" shall mean and refer to a not-for-profit corporation and its successors and assigns to which the Common Properties (as hereinafter defined) shall be conveyed, and which shall have the powers of maintaining, operating and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created and, upon formation of the Association, the Association shall accept and assume the

rights, responsibilities, powers and duties of the Association under this Declaration and be bound by the terms and conditions of this Declaration.

(b) "Board" shall mean the Board of Directors of the Association. The directors on the Board may be individually or collectively referred to herein as "Director" or "Directors".

(c) "Common Properties" shall mean and refer to those areas of land owned by the Association, and/or the easements, licenses and other occupancy or use rights which the Association may have in any portion of the Properties, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of more than one Owner of the Properties, and shall be deemed to constitute subdivision common areas under 35 ILCS 200/10-35, including, without limitation: (i) parks, open spaces, playgrounds, pavilions, streets, parking areas within the Common Properties, subdivision entrance areas and monuments, storm water control easement areas and facilities, paths, walkways, and other trail systems; (ii) detention and/or retention basins; (iii) all apparatus, fixtures, equipment and installations, now or hereafter, erected on the Common Properties and intended for common use such as benches, tables and playground equipment; (iv) any auxiliary building, club house, recreational facilities (if any) and other structures which may, at any time, be erected on the Common Properties and which are intended for common use. Common Properties shall not include any item that solely serves a particular Lot or Single Family Dwelling.

(d) "Declarant" shall mean and refer to TTW, LLC, an Illinois limited liability company, its successors and assigns.

(e) "Governing Documents" shall mean and refer to the following: (i) Annexation Agreement and recorded in the St. Clair County Recorder of Deed's Office ("Recorder's Office") on June 19, 2007 as Document No. A02049983; (ii) Development Agreement between Village of Shiloh, Illinois and Villages at Wingate, LLC dated July 9, 2007 establishing the Villages at Wingate Business District and Special Services Project; (iii) Village of Shiloh, Illinois Ordinance No. 2007-06-04 A establishing Special Service Area Number One for The Villages at Wingate dated August 4, 2008 and recorded in the Recorder's Office on August 28, 2008 as Document No. A02121703 ("SSA Ordinance"); (iv) Development Agreement between Village of Shiloh, Illinois and Villages at Wingate, LLC dated July 9, 2007 establishing the Villages at Wingate TIF Project; and (v) Village of Shiloh, Illinois Ordinance No. 2007-05-07 B establishing the TIF Area, adopting the Redevelopment Plan and approving the TIF Project as described therein dated May 7, 2007 ("TIF Ordinance"); and any and all amendments to the aforementioned documents.

(f) "Lot" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Properties (with the exception of the Common Properties as herein defined) to be improved with Single Family Dwellings. The Community may consist of two types of Lots as follows:

(i) "Villa Lots" Lots which shall be improved with a Single Family Dwelling which is physically connected at the side lot line to another Single Family Dwelling and which may be located in the area designated as Camden Village on the Plat as hereinafter defined. Villa lots shall be subject to both this Declaration and an additional Declaration Indenture specific to the Villa Lots, their Limited Common Elements, and separate Association, etc.

(ii) "Standard Lots" which are all Lots in the Community which are not Villa Lots.

(g) "Mortgage" and "Mortgagee" shall mean and refer to a mortgage on any Lot and the grantee of said mortgage, respectively.

(h) "Offsite Facilities" shall mean and refer to all entrance areas and monuments, boulevards, open spaces, landscaped areas, storm sewer facilities including any detention and/or retention basins, and other areas or facilities located adjacent to or in the vicinity of the Properties which benefit or serve the Properties as determined at any time or from time to time in the sole discretion of the Declarant or the Association.

(i) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable 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.

(j) "Planned Lot" shall mean and refer to any and all planned, but not yet platted (by final subdivision plat) and subdivided parcel of land shown on the attached Exhibit B.

(k) "Plat" shall mean and refer to any subdivision plat recorded in the Recorder's Office which creates Lots.

(l) "Properties" shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be made subject to this Declaration and brought within the jurisdiction of the Association and the Properties constitute a common interest community under 735 ILCS 5/9-102.

(m) "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot whether attached to another Single Family Dwelling, in the case of a Villa Lot, or unattached, in the case of a Standard Lot.

2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Properties subject to this Declaration shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Directors to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(ii) The right of the Directors to set rules and regulations governing the use of Common Properties;

(iii) The right of the Directors to suspend the voting rights and rights to use of the recreational facilities by any members or residents for any period during which any assessment remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;

(iv) The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Directors;

(v) The right of the Directors to dedicate or transfer all or part of the Common Properties or grant such easements and rights of way in and to the Common Properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the Community provided that, subject to the foregoing exception, no conveyance or transfer of all or any of the Common Properties shall be effective unless both of the following apply: (a) the public agency, authority, or utility consents to such dedication, transfer, or granting of an easement and (b) an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of each class of members at a meeting of the members or consented to in writing and signed by members holding at least eighty percent (80%) of the voting power;

(vi) The right of the Declarant or other builder-Declarants to utilize the Common Properties for promotional purposes during periods of development;

(vii) The right of the Directors to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Properties; and

(viii) The right of the Directors to annex additional residential and Common Properties to the Community. Any annexed Lots shall be designated either Villa Lots or Standard Lots by the Board.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the Community and, at the discretion of the Board of Directors, may also be used by residents outside the Community. If residents outside the Community are permitted to use the Common Properties:

(i) No Owner in the Community shall be denied the use of the Common Properties for any reason related to the extension of such privilege to non-residents of the Community;

(ii) All rules and regulations set pursuant to this Declaration with respect to Owners in the Community shall be applied equally to the Owners;

(iii) All rules and regulations set pursuant to this Declaration with respect to non-residents of the Community shall be applied equally to the non-residents;

(iv) At any time after recording of this Declaration, a majority of the residents of the Community, by election duly called, may elect to allow or disallow usage of the Common Properties by non-residents of the Community.

(c) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Properties.

(d) 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 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.

(e) The Properties (including the Lots) are 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 Declaration. The Properties (including the Lots) are subject to a perpetual easement in gross to the Declarant, its successors and assigns, for access, ingress and egress to perform any duties and obligations which may be imposed upon Declarant, its successors and assigns, as Declarant of the Community, by this Declaration 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.

3. ASSOCIATION

(a) The Declarant and every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting memberships:

(i) Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one

person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B: The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned or and five (5) votes for each Planned Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(B) December 31, 2024

4. SELECTION OF DIRECTORS

(a) The initial Board of Directors of the Association shall consist of three (3) members appointed by Declarant in its sole discretion and hereinafter referred to as Director 1, Director 2 and Director 3. During the period of service of Director 1, Director 2, or Director 3 or their appointed successors ("Original Directors"), one or more shall be subject to removal by Declarant, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office, 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 Directors under this Declaration, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder.

(b) After formation of the Association and until such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed and/or sold in phases), which may be subject to this Declaration to persons or entities other than a successor builder or Declarant, the procedures for designating successor Directors shall be as set forth in the Bylaws of the Association.

5. DIRECTORS' DUTIES AND POWERS

The Directors shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein, to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, furniture, equipment, accessories, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Properties, to grant such easements and rights-of-way over the Common

Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To exercise such control over the easements, streets, drives, trail systems, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, trail systems, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, walkways and rights-of-ways, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereof, and to establish traffic regulations for the use of such streets, drives and walkways, to operate and maintain any storm water control facilities, including lakes and other retention areas, serving any portion of the Properties, which have not been accepted for maintenance by any appropriate public body, agency or utility company.

(c) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Directors shall deem appropriate.

(d) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

(e) At the discretion of the Directors, to designate certain parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees.

(f) At the discretion of the Directors, to provide for the collection of trash, rubbish and garbage, and for the removal of snow and ice on the Common Properties and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Declarant, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Properties, and for any Owners, or Owners principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or Declarant) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Properties.

(g) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

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

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

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

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description including, without limitation, the following:

(A) Property insurance on the Common Properties insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the actual cash value of insured Property at the time the insurance is purchased and at each renewal date, exclusive of land and excavations, foundations and other items normally excluded from the Property policies;

(B) Liability insurance in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Properties. To the extent that any of the Lot(s) are covered by an insurance policy carried by the Directors, the Owners shall be responsible for the payment of the deductible amount under said policy, and the Directors shall apply the policy's proceeds to any repair or replacement incurred on a Lot;

(C) The Association may carry any other insurance it deems appropriate to protect the Association or the Owners;

(iii) Borrow money, including making a permanent, temporary or construction loan, make and execute promissory notes or incur liabilities and obligations with respect thereto and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto was repaid;

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with, in all respects, limited only as provided in this Declaration or by law;

(j) The Directors shall deposit the funds coming into their hands, as Directors, in a state or national bank protected by the Federal Deposit Insurance Corporation.

(k) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(l) Notwithstanding any other condition herein, the Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the Village of Shiloh, Illinois, as applicable, and any other governmental entity of which the Properties may become a part. Specifically, and not by way of limitation, the Directors shall make provision for the maintenance and operation of all lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

(m) At the discretion of the Directors, the Directors may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and/or any related concessions, for the benefit of the Owners and residents of the Properties.

(n) The Directors, upon proper approval from appropriate governmental authorities, shall have the power to erect ornamental entrance monuments to the Properties, such monuments to be located on the street corners and/or median within the street right-of-way and adjacent easements as may be shown on any recorded subdivision plat of the Properties. The Directors shall have the duty to maintain and repair those monuments, together with all related equipment, utility facilities and landscaping located on the aforementioned corners, median and/or easements. If required to do so in writing by any applicable governmental entities, the Directors shall within thirty (30) days of receipt of the aforementioned request, remove the entry monuments from the aforementioned street corners and/or medians.

(o) The Directors may remove any signage erected or constructed anywhere within the Properties which signage was not approved by the Directors and is not otherwise specifically allowed hereunder.

6. COVENANT FOR ASSESSMENTS

(a) Except as set forth in Subsection 6(g), the Declarant, for each Lot within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, and (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, and (iii) a one time working capital assessment which shall be due immediately upon the first conveyance of any Lot (and not on any subsequent conveyance) after a Single Family Dwelling has been constructed upon such Lot in the amount of One Hundred Seventy-five and 00/100 Dollars (\$175.00) for purposes of providing working capital for the Association; such assessment is to be treated as a special assessment hereunder and shall be a charge against the title of each such Lot and shall be a continuing lien and otherwise shall be collectible and enforceable in accordance with this Section 6.

(b) Any and all annual and special assessments, and charges as provided in this Section 6 together with such interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Declaration constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this Section 6 is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

(c) The assessment(s) and/or charge(s) levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties or for maintaining the market value of the Properties and in particular for the rendering of services in the furtherance of such purposes and the purposes, obligations, uses and restrictions contemplated by the Governing Documents, including the carrying out of all functions herein or therein authorized and required, and for the improvement, maintenance and operation of the Common Properties, Offsite Facilities, Special Service Areas (including, without limitation, the Wingate SSA, hereinafter defined), Tax Increment Financing Redevelopment Areas (including, without limitation, the Wingate Redevelopment Area, hereinafter defined) and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, 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 and for maintenance of reserves for the benefit of the Association.

(d) (i) 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 Common Properties, Offsite Facilities or any easement, street, drive, walkway or other right-of-way on the Property provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power, pursuant to the Bylaws of the Association, or the approving vote of two-thirds (2/3) of the vote of each class of 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 not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

(ii) The provisions of this Section 6 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

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

(i) Declarant hereby establishes an annual assessment for each Lot within the Properties in the amount of One Hundred Seventy-five and 00/100 Dollars (\$175.00) which shall be payable on the first day of March of each year. As to annual assessments thereafter, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare a proposed budget for the upcoming assessment year taking into consideration all anticipated items of expense, including reasonable replacement and other reserves. Based upon the proposed budget, the Directors shall establish the annual assessment for the upcoming assessment year for all Lots, including the Villa Lots. An additional annual assessment for Villa Lots shall be as set forth in the Declaration of Covenants and Restrictions for Camden Village. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budget and/or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general

operation of the Association and/or the Common Properties or Offsite Facilities, then the Directors may levy an additional supplemental assessment (on all Lots with respect to expense items related to all Lots or only on the Villa Lots with respect to expense items related only to the Villa Lots) for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(ii) Special assessments shall be made by the Directors upon thirty (30) days notice, and, at the discretion of the Directors, 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) Any charge or assessment imposed by the Association, shall be divided among Owners on the basis of an equal amount per Lot.

(iv) Notice of any assessment shall be given by the Directors, 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 posting a brief notice of the assessment upon the Lot itself.

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

(f) If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 6(b) hereinabove with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

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

- (i) All Common Properties.
- (ii) All properties exempt from taxation under the laws of the State of Illinois.
- (iii) All Single Family Dwellings used as display units (whether or not owned by Declarant) and all Lots owned by the Declarant or a successor of Declarant 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). Notwithstanding anything contained herein the contrary, neither the Declarant nor any other signatory to this Declaration shall have any duty or obligation to pay any assessments, charges, capital reserves or any other sums to the Association, Board or otherwise and any common law, fiduciary, statutory or other duty or obligation which may exist at any time or from time to time is hereby specifically disclaimed and abrogated, the Declarant and any other signatory to this Declaration are hereby completely exculpated therefrom, and all Owners of any Lot, by acceptance of a deed therefor hereby covenant and, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree, that such Owners completely waive all claims against, and fully release forever, Declarant and any other signatory to this Declaration from any and all such duties or obligations.

(h) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(i) The liability for an assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or recreation facilities, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

(j) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the assessments provided for herein.

(k) This Section 6 does not prohibit the Association from taking a deed in lieu of foreclosure.

(l) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(m) Any payments received by the Association in discharge of a Lot Owner's obligation may be applied to the oldest balance due.

7. ARCHITECTURAL CONTROL

(a) Prior to such time as a Lot becomes subject to assessment as provided herein, no Single Family Residence or other structure or improvement of any sort shall be commenced, erected or maintained on any Lot, or any change in grade or slope of any Lot be made, until all elevations, plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, and configuration of all improvements upon said Lot (herein referred to collectively as "Plans") shall have been submitted to and approved by the Architectural Control Committee (herein referred to as the

"ACC"). The ACC shall initially consist of Jon Poetker, Kevin Bollman, and Aimee Winter and Declarant shall have the exclusive right and authority to remove, replace, add and otherwise control the composition of the ACC in Declarant's sole discretion exercised at any time and from time to time. A complete copy of the Plans shall be delivered to the ACC at least ten (10) days prior to the commencement of construction of any improvements on a Lot. Plans shall include such detail as the ACC may reasonably require. ACC shall render a written response regarding approval or disapproval of Plans within ten (10) days after the date of receipt of a complete submittal of the proposed Plans. No changes or deviation from the approved Plans shall be allowed without the prior written approval of the ACC. All decisions rendered by the ACC shall be deemed final. Such approvals are intended to provide conformity and harmony of external design of all improvements and structures within the Community.

(b) From and after such time as a Lot becomes subject to assessment as provided herein, no building, fence, wall, driveway or other structure or improvement of any sort shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition 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 three inch or greater caliper or any change in grade or slope of any Lot be made, until all elevations, plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, and configuration of all improvements upon said Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final so long as the decisions are in compliance with local ordinances and laws. It is the intent of this Declaration that the restrictions of this Section shall not apply to Declarant. With respect to architectural approvals, the Directors, 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 Directors. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions. The Owner shall bear the responsibility for the maintenance of any Owner constructed improvement authorized under this Section 7.

(c) A Lot Owner may not change the appearance of the improvements within or upon the Common Properties.

(d) All additions, alterations and improvements to the Lots and Common Properties shall not, except pursuant to prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.

8. USE RESTRICTIONS The following restrictions shall apply to all portions of the Properties. The boundaries of the separate Villages, as defined below, are shown on the attached Exhibit B which is made a part hereof by this reference. Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(a) DWELLING SIZE AND SPECIFICATIONS:

(i) "Addington Village Lots:" (Lots 1-78): Single story dwellings shall have no less than one thousand two hundred (1,200) square feet of above ground living area. One and one-half (1/2) story and two story dwellings shall have no less than one thousand five hundred (1,500) square feet of above ground living area. All one and one-half (1/2) story and two story dwellings shall have no less than nine hundred (900) square feet of living area on its first floor level.

(ii) "Brookshire Village Lots:" (Lots 79-139): Single story dwellings shall have no less than one thousand six hundred (1,600) square feet of above ground living area. One and one-half (1/2) story and two story dwellings shall have no less than one thousand nine hundred (1,900) square feet of above ground living area. All one and one-half (1/2) story and two story dwellings shall have no less than one thousand (1,000) square feet of living area on its first floor level.

(iii) "Camden Village Lots:" (Lots 222-269): Attached single story dwellings shall have no less than one thousand (1,000) square feet of above ground living area. Attached one and one-half (1/2) story and two story dwellings shall have no less than one thousand two hundred (1,200) square feet of above ground living area. All one and one-half (1/2) story and two story dwellings shall have no less than eight hundred (800) square feet of living area on its first floor level.

(iv) "Dalston Village Lots:" (Lots 140-221): Attached single story dwellings shall have no less than two thousand (2,000) square feet of above ground living area. One and one-half (1/2) story and two story dwellings shall have no less than two thousand three hundred (2,300) square feet of above ground living area. All one and one-half and two story dwellings shall have no less than one thousand two hundred (1,200) square feet of living area on its first floor level.

(v) All dwellings within Addington Village, Brookshire Village and Dalston Village must have at least a two (2) car garage attached to the main dwelling of not less than three hundred eighty (380) square feet. All dwellings within Camden Village must have at least a one (1) car garage

attached to the main dwelling of not less than one hundred ninety (190) square feet.

All Lots shall be used exclusively for residential purposes. Other than Camden Village Lots, no Lot shall be resubdivided or otherwise divided so as to make it smaller, unless prior approval is obtained in writing from the Declarant and other jurisdictional body. Camden Village Lots may be subdivided into Villa Lots along party-wall lines after the attached Single Family Dwellings are constructed on the former Standard Lot such that two (2) or more Villa Lots are created with each Villa Lot having an attached Single Family Dwelling located thereon. No commercial or industrial activity may be conducted or performed 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 Declarant, or any successor builder-Declarant, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(b) CONSTRUCTION MATERIALS: Roofs must have a minimum of a 6/12 pitch, except by variance approved by the ACC, and all roof shingles shall carry a minimum twenty-five (25) year warranty, be of an architectural type or shakes, and shall be approved by the ACC. No exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding is not allowed. Driveways shall be constructed of concrete unless a variance is approved by the ACC. Nor asphalt driveways are permitted. ACC has the sole right, discretion and authority to approve exceptions or alterations to construction materials. All dwellings constructed within the subdivision shall meet the masonry requirements spelled out below:

- a. Addington Village Lots: Two thirds (2/3) of the Single Family Dwellings shall have no masonry requirement. One sixth (1/6) of the Single Family Dwellings must have brick, stone or masonry covering one hundred percent (100%) of the sides facing any street up to the first floor height. The remaining one sixth (1/6) of the Single Family Dwellings must have brick, stone or masonry covering seventy-five percent (75%) of the sides facing any street up to the first floor height.
- b. Brookshire Village Lots: One third (1/3) of the Single Family Dwellings shall have no masonry requirement. One third (1/3) of the Single Family Dwellings must have brick, stone or masonry covering one hundred percent (100%) of the sides facing any street up to the first floor height. The remaining one third (1/3) of the Single Family Dwellings must have brick, stone or masonry covering seventy-five percent (75%) of the sides facing any street up to the first floor height.
- c. Camden Village Lots: All of the Single Family Dwellings shall have brick, stone or masonry covering one hundred percent (100%) of the sides facing any street up to the first floor height.

d. Dalston Village Lots: One sixth (1/6) of the Single Family Dwellings shall have no masonry requirement. Two thirds (2/3) of the Single Family Dwellings must have brick, stone or masonry covering one hundred percent (100%) of the sides facing any street up to the first floor height. The remaining one sixth (1/6) of the Single Family Dwellings must have brick, stone or masonry covering seventy-five percent (75%) of the sides facing any street up to the first floor height.

(c) COMPLETION REQUIREMENTS: Construction of all Single Family Dwellings must be complete within twelve (12) months from the start of construction.

(d) EARTH REMOVAL / SEEDING / DRAINAGE: In the event the removal of earth from a Lot is necessary for the construction of any Single Family Dwellings, such excess dirt shall be moved from the dwelling site and deposited at such site or sites within the Properties or on adjacent property owned by the Declarant or removed entirely from the Properties as Declarant might direct, all at the sole cost and expense of the Lot Owner. All Lots shall have sod installed from the street to the front exterior of the Single Family Dwelling as soon after completion of construction of the Single Family Dwelling as possible at the expense of the Owner. The remainder of all interior Lots shall be seeded and strawed as soon after completion of construction of the Single Family Dwelling as possible at the expense of the Owner. Nothing shall be done on said Lots to constitute an interference with water run-off or rain water from an adjacent Lot so as to interfere with proper drainage of any part of the Properties without prior approval of the Declarant and Village of Shiloh and/or the Association after it is established. All Lots shall be graded and sloped so that a drainage course shall be along the side and rear property lines, equally spaced on both adjoining Lots where feasible or to other natural drainage areas as appropriate. In the event that any grade is disturbed or changed by a Lot Owner or occupant, the Declarant and ACC are hereby released, and such Lot Owner or occupant shall indemnify, protect, defend, and hold harmless Declarant and the ACC, from any and all claims, demands, and liabilities asserted against, or incurred by Declarant or the ACC, in connection with same.

(e) BUILDING LINES: No building, or any part thereof, shall be erected or placed on any Lot nearer to the roads than the building lines shown on the Plat for such Lot. Set-back lines shall be in accordance with the Plat and the Governing Documents.

(f) EASEMENTS: Easements as shown on the Plats are hereby set aside and reserved for poles, wire, water/gas mains, storm and sanitary sewers, drainage ways, telephone/cable/internet service and other subdivision utilities, landscaping, essentials and facilities. No building, fence or structure, nor any part thereof, retaining wall, or other interfering obstructions may be erected, constructed, or maintained within, on or over any easement as shown on the Plats or which may hereafter be established. Furthermore, no structure, plantings or other material shall be placed or permitted to remain which may damage, interfere with, or alter the direction or volume of storm water flow. All Owners shall properly care for the easement areas located on their respective Lot and keep them free from unsightly

accumulation of weeds, debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this Declaration.

(g) FENCING: All fences must be approved in writing by the ACC prior to installation. All fences must consist of vinyl, iron, aluminum, brick, wood or stone materials. Metal chain-link fences are not permitted. No fence or screening may be erected or maintained on any Lot nearer to any street than the rear corner of the Single Family Dwelling on such Lot unless approved in writing by the ACC. On Lots with two sides abutting a street, a fence placed on the side yard abutting one or more city streets shall be set back a minimum of twenty-five (25) feet from the street right-of-way. Fences shall be placed no closer to a Lot boundary line than allowable per the Village of Shiloh's code. Please refer to the Easements section (Section (f) hereof) regarding fences within an easement. No fence shall exceed six and one-half feet (6' 6") in height as measured from ground level. All fences must be professionally installed, kept in good repair, i.e. painted and kept plumb. No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic. Failure to comply with this provision shall constitute a nuisance within the meaning of this Declaration.

(h) ACCESSORY BUILDINGS / TEMPORARY STRUCTURES: Accessory buildings are allowed. A utility or accessory building shall be built with the same character and materials as the Single Family Dwelling and must be a permanent structure built on site. Location on a Lot shall be according to Village of Shiloh's setbacks and easements. No accessory building is allowed to be constructed before the Single Family Dwelling construction has commenced. No such accessory building shall be used or occupied for any residential, commercial or industrial use. Only one accessory building is allowed per Lot. Any accessory building must be greater than one hundred twenty (120) square feet with a maximum of two hundred (200) square feet and not exceed twelve (12) feet in height and must be approved in writing by the ACC prior to construction. No structure of a temporary character shall be stored on any Lot under any circumstances. Temporary structures include for example, and not by way of limitation, pre-fabricated storage buildings.

(i) FUEL / PROPANE STORAGE TANK: Fuel / Propane storage tanks are not permitted except for temporary heating purposes during the construction of a Single Family Dwelling and portable BBQ and patio heater tanks.

(j) NUISANCES: No loud, noxious or offensive activity shall be carried out on upon any Lot or Common Property nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupant of the other Lots within the Community, nor shall any Lot be used for storage of wrecked, junked or permanently disabled automobiles or trucks which are not currently licensed or for keeping and storing anything that make the Lot unsightly. No accumulation of trash, garbage, rubbish, refuse, or other debris will be permitted on any Lot. Trash cans or trash receptacles of any type shall be not 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. No weeds exceeding ten (10) inches in height will be permitted in any open areas. Garage doors shall remain closed unless in use. All lawns shall be kept properly cut and trimmed, not to exceed six (6) inches in height. No obnoxious, toxic or 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 to cause injury to or damage property. The owner of each Lot to which these covenants apply shall keep their property maintained in good order and repair and shall not allow debris to collect on the Lot.

(k) ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on the Lots. Any type of venomous or dangerous animals such as snakes, guard dogs, etc. are not allowed. Domesticated cats, dogs, birds, etc. are allowed provided they are not kept, bred nor maintained for any commercial purpose. Such pets shall not be permitted to run at large or to be a nuisance to other Lot Owners in the Community through the noise they cause or their excrements. No steel or chain-link pet enclosures are allowed.

(l) STORAGE: One recreational vehicle, camper, trailer or boat will be allowed to be temporarily parked on the street or driveway for no more than three (3) consecutive days and in no event may such vehicle be parked on a street or driveway more than a total of ten (10) days in any calendar year. Such vehicles shall not be permanently stored on a Lot for more than these timeframes.

(m) SIGNS: No sign of any kind shall be displayed to the public eye on any Lot except as authorized by county or city ordinance. One sign for the purpose of advertising the Lot for sale or rent is permitted, but the sign may not exceed six (6) square feet in area. Signs used by a builder or Declarant to advertise the premises during construction and sale period likewise are permitted and are to be placed by discretion of Declarant and ACC.

(n) MOBILE HOMES: No mobile, modular or pre-engineered home may be located at any time upon any Lot. Single Family Dwellings must be built from the ground up. Pre-engineered components of Single Family Dwellings, such as trusses, windows, etc., are permitted as part of normal home construction.

(o) SATELLITE DISHES/SOLAR PANELS/WINDTURBINE/ANTENNAE: No satellite dishes larger than thirty inches (30") in diameter shall be allowed. Satellite dishes shall not be permitted on or in view of the front of a Single Family Dwelling. No exterior television or radio antenna, towers or similar structures are permitted on any Lot. All electric service, telephone lines, cable TV lines and other utility lines shall be placed underground. No utility entrances shall be visible from street. No electrical power shall be run from any Single Family Dwellings to an RV or any other vehicle for more than twenty-four (24) total consecutive hours in any given month. Homeowners are responsible for insuring that cable and telephone wire is run below the ground surface. No Lot may have an exterior solar collector system, wind generator system, or any similar type system or appliance without ACC approval pursuant to Section 7 hereof.

(p) POOLS / SPORTS EQUIPMENT: Pools are permitted, but must be approved in writing by the ACC before installation. No inflatable pools or pools constructed with P.V.C. piping will be allowed. Pools shall be permanent structures of durable and attractive quality, all in the sole discretion of the ACC. All Pools must be fenced and fence is required to be six (6) feet minimum height and in accordance to Village of Shiloh code. Pools are allowed in rear yards only. No sports equipment shall be permitted on streets or within ten feet (10') of a street. Pools, sports equipment, etc. must be kept in good repair. Failure to comply with this provision shall constitute a nuisance within the meaning of this Declaration.

(q) LIGHTING CONTROLS: Any lights used for illumination of signs, parking areas, swimming pools or for any other purposes, shall be arranged in such a manner that the main beam of light is directed away from neighboring residential properties. Holiday decorative lighting is permitted to the extent it does not become a nuisance as defined herein. Holiday decorative lighting may be installed no earlier than five weeks prior to a holiday and must be removed from all structures and property within four (4) weeks after a holiday. Streetlights shall be installed in accordance with Village of Shiloh subdivision code.

(r) WATER/SEWER SYSTEMS: All water and other sewer systems servicing the Property (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Properties) shall be constructed by the Declarant or any subsequent builder or Declarant. 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.

(s) MINING: 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.

9. LEASES Each Owner shall have the right to lease or rent the Single Family Dwelling for single family residential purposes only, subject to the following requirements:

(a) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Declaration as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violations of (A) the Rules and Regulations; (B) the Declaration as amended; or (C) the covenants and conditions of the lease or rental agreement itself other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.

(b) Every proposed lease or rental agreement shall be subject to the Directors approval so as to assure compliance with this Section.

(c) Every lease or rental agreement shall appoint the Board in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the

terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Directors shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Single Family Dwelling under the Rent and Possession Laws or Unlawful Detainer Laws of the State of Illinois. The Directors shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease of the tenant's possession of the Single Family Dwelling.

(d) Every lease or rental agreement shall have a minimum initial term of six (6) months.

(e) Every lease shall be subject to the Rules and Regulations as promulgated by the Directors from time to time.

10. SSA AREA and TIF AREA The Properties are subject to the Governing Documents and are part of that certain Special Service Area ("SSA Area") and Tax Increment Financing Redevelopment Area ("TIF Area") created, established and governed by those certain Governing Documents described under Sections 1(e)(ii), 1(e)(iii), 1(e)(iv) and 1(e)(v) hereof, which Governing Documents are incorporated herein by reference as if fully set forth herein, as follows:

(a) SSA Area: Pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended (the "SSA Act") and the SSA Ordinance, the Village of Shiloh, Illinois ("Village") established Special Service Area Number One (Villages at Wingate) ("Wingate SSA"), authorized the issuance of SSA Bonds in an amount sufficient to pay the costs of the Wingate SSA, and authorized additional direct annual taxes levied upon the equalized assessed value of the Lots and improvements constructed thereon, which will be extended and levied against all taxable property within the Wingate SSA to pay debt service on such SSA Bonds.

(b) TIF Area: Pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 through 65 ILCS 5/11-74.4-11, as amended (the "TIF Act"), and the TIF Ordinance, the Village adopted and approved a redevelopment plan entitled "Tax Increment Financing Redevelopment Plan and Project for the Villages at Wingate Redevelopment Area (TIF C)" and designated the "Villages at Wingate Redevelopment Area" ("Wingate Redevelopment Area"). Certain incremental tax revenues generated from the Wingate Redevelopment Area are pledged by the Village for payment of the obligations issued by the Village pursuant to the TIF Act to pay for reimbursable project costs for improvements to the Wingate Redevelopment Area as more specifically described in the TIF Ordinance and the relevant Governing Documents.

11. VILLAGE OF SHILOH PROVISION

By acquisition of any portion of the subject Property, and with no further action required, each Owner hereby consents, acknowledges, accepts and affirmatively agrees to fully and unconditionally release the Village of Shiloh, Declarant and any and all related parties from

any and all liability, obligation and responsibility regarding the subdivision, all improvements and betterments thereupon made, and any and all repair, replacements or maintenance thereof, or the condition thereof, including but not limited to sanitary sewers, landscaping, streets, utilities, grading, water table, soil compaction or erosion, drainage ways or composition thereof. This release is to include all elected officials, employees, appointed staff and assigns.

12. GENERAL PROVISIONS

(a) Any subsequent builder or Declarant shall be responsible in the same manner as Declarant with respect to that portion of the Properties developed by said builder/Declarant for construction of all major improvements, and the establishment and conveyance of Common Properties.

(b) The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate provided in Section 6(f) hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 6 of this Declaration.

(c) This Declaration and the provisions herein may be amended, modified or changed from time to time by Declarant, so long as Declarant owns a Lot or any part of the Properties, by recording such amendment in the office of the Recorder of Deeds of St. Clair County, Illinois. Thereafter, after Declarant sells the last Lot or remainder of any part of the Properties, this Declaration and any part thereof may be altered or amended, by a written agreement approved by the vote of at least two-thirds (2/3rds) of the Owners at a meeting of the Owners, or the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for St. Clair County, Illinois, shall become a part of the provisions and restrictions of this Declaration. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the

requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

(d) In connection with the sale of all or part of the Properties subject to this Declaration, Declarant shall have the right to assign to such purchaser the rights herein reserved or granted to Declarant.

(e) Any notice required to be sent to any member or Owner under the provisions of this Declaration 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, Illinois for each Owner.

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

(g) In the event that the Declarant exercises its option to appoint a second and/or third Director nominated by the Association thereby giving the Association control of the Directors, the Declarant and/or successor builder-Declarants shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Properties until such development is completed. The Directors shall not interfere with the orderly development of the Properties or the rights of Declarant in such development. It is the intent of this provision that once control of the Directors is vested in the Association that such Directors shall exercise (independent of Declarant control) all governance powers and duties as provided in this Declaration including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent of the Lots to persons or entities other than a successor builder or Declarant. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. For the period after Declarant no longer exercises control of the Directors due to accelerated appointment prior to the date Declarant has sold and conveyed 95% of the Lots which may be subjected to this Declaration to persons or entities other than a successor builder or Declarant, the Common Properties shall be operated at the times (both as to hours and days) and in the manner (specifically, without limitation, as to quality of maintenance) which is substantially equivalent to the operation which was provided by the Declarant controlled Directors, unless any such deviation is specifically approved in writing by Declarant. The provisions of this Subsection may not be modified or amended without the written consent of Declarant so long as Declarant owns any Lot in the Properties.

(h) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Association, for any public purpose, the Directors, during the period of this Declaration as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such

acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Directors need be made parties, and in any event, the proceeds received shall be held by the Directors for the benefit of those entitled to the use of the common property, roads or easements.

(i) Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Declaration, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

(j) Declarant shall have the right, without consent of the Directors or Owners, so long as Declarant owns a Lot, to amend the Declaration to delete any portion of the Properties subject hereto which is owned by Declarant or add any property to the Properties subject hereto which is contiguous to the Properties and the owners of such added property shall be Owners hereunder and such added property when platted shall be included within the definition of Lot(s) or Common Properties hereunder, as designated by Declarant.

(k) The Declarant 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. Declarant 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 or Common Properties within the Properties

(l) The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant and the Directors and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Declaration, by the approving vote of two-thirds (2/3) of each class of members entitled to vote at a meeting of the members, or the consent given in writing by members holding at least eighty-percent (80%) of the voting power may terminate the Declaration or release all of the Properties restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of St. Clair County, Illinois, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter.

In the event the subdivision is vacated, this Declaration shall terminate and the Board shall convey (i) fee simple title to the Common Properties to the then Lot Owners as tenants in common as tenants in common, and shall dissolve the Association pursuant to the vote of the

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members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated. Any interest in real property which may vest at any time in the future as a result of his Declaration shall vest, if at all, within twenty-one years of the death of the last to survive of the now living descendants of Barack H. Obama, 44th President of the United States of America.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

DECLARANT:

TTW, LLC, an Illinois limited liability company

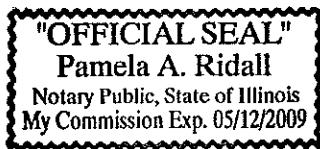
By: J2K, LLC, an Illinois limited liability company, its Operating Manager

By: 
Kevin Bollman, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

The foregoing instrument was acknowledged before me this 21 day of April, 2009 by Kevin Bollman, Manager of J2K, LLC, an Illinois limited liability company, Operating Manager of TTW, LLC, an Illinois limited liability company, on behalf of the company.

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

My term expires: 5-12-2009

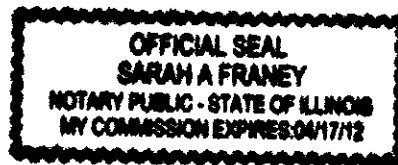
LENDER CONSENT

The undersigned, First Clover Leaf Bank, an Illinois banking corporation ("Lender"), holder of a mortgage on the Properties described in the foregoing Declaration, which mortgage is dated June 4, 2008 and recorded on June 9, 2008 as Document No. A02108369 in the Office of the Recorder of Deeds for St. Clair County, Illinois, as such mortgage is amended from time to time, does hereby consent to and subordinate its mortgage to the foregoing Declaration and all subdivision plats affecting the Properties.

First Clover Leaf Bank

By [Signature]
 Name: LISA M. EDWARDS
 Title: S.V.P.

STATE OF ILLINOIS)
) ss.
 COUNTY OF ST. CLAIR)



The foregoing instrument was acknowledged before me on this 20th day of April, 2009, by Lisa M Fowler, to me known, who being by me duly sworn did say that he/she is a Senior Vice President of First Clover Leaf Bank, an Illinois banking corporation, and that the foregoing instrument was executed on behalf of and as the free act and deed of said bank.

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.

[Signature: Sarah A. Franey]
 Notary Public

My term expires: 4/17/12

[UPDATE TITLE]

EXHIBIT A
LEGAL DESCRIPTION

Part of Section 18 and part of lot 3A in U.S. Survey 762, Township 1 North, Range 7 West of the Third Principal Meridian, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 18; thence North 00 degrees 18 minutes 40 seconds East, on the east line of the Northwest Quarter of said Section 18, a distance of 100.32 feet to the southerly right of way line of the Norfolk and Southern Railroad and being the Point of Beginning.

From said Point of Beginning; thence on said southerly right of way line of the Norfolk and Southern Railroad the following 2 courses and distances; 1) 367.10 feet on a non-tangential curve to the right having a radius of 7903.26 feet, the chord of said curve bears North 89 degrees 25 minutes 07 seconds East, a distance of 367.06 feet; 2) South 89 degrees 15 minutes 03 seconds East, a distance of 354.43 feet to the northwest corner of a tract of land described in Document A01095729; thence South 02 degrees 42 minutes 11 seconds West, on said westerly line of a tract of land described in Document A01095729, a distance of 662.16 feet to the northwest corner of a tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536; thence South 02 degrees 39 minutes 04 seconds West, on the westerly line of said tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536, a distance of 1445.12 feet to a northerly corner of a tract of land described in Document A01585138; thence 701.59 feet on the northwesterly line of said tract of land described in Document A01585138 being a non-tangential curve to the left having a radius of 2140.00 feet, the chord of said curve bears South 24 degrees 26 minutes 22 seconds West, a distance of 698.45 feet to the south line of Lot 3A of U.S. Survey 762; thence South 89 degrees 36 minutes 27 seconds West, on the south line of said Lots 1 and 2 of Section 18 and Lot 3A of U.S. Survey 762, a distance of 852.95 feet; thence North 28 degrees 22 minutes 39 seconds East, a distance of 215.06 feet; thence 489.91 feet on a non-tangential curve to the right having a radius of 555.00 feet, the chord of said curve bears North 36 degrees 20 minutes 04 seconds West, a distance of 474.16 feet; thence 512.39 feet on a curve to the left having a radius of 370.00 feet, the chord of said curve bears North 50 degrees 43 minutes 10 seconds West, a distance of 472.42 feet; thence South 89 degrees 36 minutes 27 seconds West, a distance of 290.11 feet; thence North 00 degrees 23 minutes 33 seconds West, a distance of 60.00 feet; thence 125.62 feet on a non-tangential curve to the right having a radius of 80.00 feet, the chord of said curve bears North 45 degrees 24 minutes 31 seconds West, a distance of 113.11 feet; thence North 00 degrees 25 minutes 29 seconds West, a distance of 99.43 feet; thence 604.91 feet on a curve to the left having a radius of 559.00 feet, the chord of said curve bears North 31 degrees 25 minutes 31 seconds West, a distance of 575.82 feet; thence 36.91 feet on a curve to the right having a radius of 25.00 feet, the chord of said curve bears North 20 degrees 07 minutes 41 seconds West, a distance of 33.65 feet; thence North 67 degrees 49 minutes 48 seconds West, a distance of 60.00 feet; thence 36.91 feet on a non-tangential curve to the right having a radius of 25.00 feet, the

chord of said curve bears South 64 degrees 28 minutes 05 seconds West, a distance of 33.65 feet; thence 104.33 feet on a curve to the left having a radius of 559.00 feet, the chord of said curve bears North 78 degrees 34 minutes 52 seconds West, a distance of 104.18 feet; thence North 22 degrees 10 minutes 12 seconds East, a distance of 309.96 feet; thence North 00 degrees 18 minutes 45 seconds West, a distance of 281.08 feet to the south line of Tract II, described in Document Number A01278861; thence North 89 degrees 41 minutes 15 seconds East, on said south line of Tract II of Document A01278861, a distance of 853.39 feet to the southeasterly corner of said Tract II; thence North 00 degrees 18 minutes 45 seconds West, on the east line of said Tract II of Document A01278861, a distance of 28.00 feet to the southerly line of a tract of land described in Document Number A01985191; thence North 89 degrees 41 minutes 15 seconds East, on said south line of a tract of land described in A01985191, a distance of 217.76 feet to the southeast corner of said tract described in Document A01985191; thence North 01 degrees 10 minutes 48 seconds West, on the east line of said tract of land described in Document A01985191, a distance of 442.91 feet, to said southerly right of way line of the Norfolk And Southern Railroad; thence on said southerly right of way line of the Norfolk And Southern Railroad the following 2 courses and distances 1) North 86 degrees 25 minutes 27 seconds East, a distance of 529.10 feet; 2) 229.48 feet on a non-tangential curve to the right having a radius of 7903.26 feet, the chord of said curve bears North 87 degrees 15 minutes 22 seconds East, a distance of 229.48 feet to the Point of Beginning.

Said parcel contains 112.17 acres, more or less.

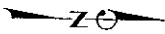
Subject to easements, conditions and restrictions of record.

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Exhibit B
VILLAGE BOUNDARIES

P:\2007\44-CHART - ALL LOTS.dwg 4/20/2009 8:45am



LEGEND
 CROWN VILLAGE
 APPROXIMATE VILLAGE
 DULLES VILLAGE

1	THOUVENOT, WADE & MOERCHEN, INC. ENGINEERS, PLANNERS & ARCHITECTS TWM	
	EDWARDSVILLE OFFICE 16130 EDWARDS DRIVE EDWARDSVILLE, IL 62222 TEL (618) 554-4840 FAX (618) 554-4343 edwards@twm-inc.com www.twm-inc.com	
VILLAGE EXHIBIT		
VILLAGES AT WINGATE VILLAGE OF SHILOH ST. CLAIR COUNTY, IL		

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A02136408

STATE OF ILLINOIS
ST. CLAIR COUNTY
BELLEVILLE IL 62220

08 DEC 11 AM 10:50

Michael T. Coates

RECORDER

BENCHMARK TITLE COMPANY, LLC
1124 HARTMAN LANE
SHILOH, IL 62221 *6909120*

Space Above Line Reserved For Recorder's Use

This Instrument Prepared By:

49-
David T. Woods, Esq.
Rosenblum, Goldenhersh,
Silverstein & Zafft, P.C.
7733 Forsyth Blvd, 4th Floor
St. Louis, Missouri 63105
(314) 726-6868

State Imposed
Surcharge
Rental Housing surcharge: \$10.00

MASTER RESTRICTION AGREEMENT

This **MASTER RESTRICTION AGREEMENT** (the "Agreement") is made and entered into as of the 1st day of December, 2008 (the "Effective Date") by and among

SHILOH WINGATE, L.L.C., a Missouri limited liability company ("Shiloh Wingate"), whose mailing address is c/o Gundaker Commercial, 100 Chesterfield Business Parkway, Suite 300, Chesterfield, Missouri 63005;

SHILOH INVESTMENT COMPANY, LLC, an Illinois limited liability company ("Shiloh Investment"), whose mailing address is 301 Tamarack Drive, Suite 200, Shiloh, IL 62269; and

TTW, LLC, an Illinois limited liability company ("TTW"), whose mailing address is 301 Tamarack Drive, Suite 200, Shiloh, IL 62269.

WITNESSETH, the following Recitals form the basis of this Agreement:

A. Shiloh Wingate is the current owner of the real estate (the "Senior Housing Tract One") located in County of St. Clair, Illinois, being more particularly described in Exhibit A annexed hereto and incorporated herein by this reference.

B. Shiloh Wingate is the current owner of the real estate (the "Senior Housing Tract Two") located in County of St. Clair, Illinois, being more particularly described in Exhibit B annexed hereto and incorporated herein by this reference.

C. Shiloh Wingate is the current owner of the real estate (the "Center Commercial Tract") located in County of St. Clair, Illinois, being more particularly described in Exhibit C annexed hereto and incorporated herein by this reference.

D. Shiloh Investment is the current owner of the real estate (the "North Commercial Tract") located in

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County of St. Clair, Illinois, being more particularly described in Exhibit D annexed hereto and incorporated herein by this reference.

E. Shiloh Investment is the current owner of the real estate (the "South Commercial Tract") located in County of St. Clair, Illinois, being more particularly described in Exhibit E annexed hereto and incorporated herein by this reference.

F. TTW is the current owner of the real estate (the "Residential Tract") located in County of St. Clair, Illinois, being more particularly described in Exhibit F annexed hereto and incorporated herein by this reference.

G. Shiloh Investment is the current owner of the real estate (the "School Tract") located in County of St. Clair, Illinois, being more particularly described in Exhibit G annexed hereto and incorporated herein by this reference.

H. The parties hereto desires to grant and establish certain restrictions and other agreements with respect to the foregoing tracts of real estate.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by each party to the other parties, the receipt and sufficiency of which each party hereby acknowledges, the parties hereto hereby provide, covenant and agree as follows:

1. Definitions. The foregoing recitals hereby are incorporated into this Agreement. The following words, phrases or terms when used herein shall have the following meanings, to-wit:

- (a) "Agreement" – This Master Restriction Agreement.
- (b) "Center Commercial Tract" – The real estate located in St. Clair County, Illinois, described in Exhibit C annexed hereto.
- (c) "Center Commercial Tract Owner" – The record title fee simple owner of the Center Commercial Tract, or any portion thereof.
- (d) "North Commercial Tract" – The real estate located in St. Clair County, Illinois, described in Exhibit D annexed hereto.
- (e) "North Commercial Tract Owner" – The record title fee simple owner of the North Commercial Tract, or any portion thereof.
- (f) "South Commercial Tract" – The real estate located in St. Clair County, Illinois, described in Exhibit E annexed hereto.
- (g) "South Commercial Tract Owner" – The record title fee simple owner of the South Commercial Tract, or any portion thereof.
- (h) "Commercial Tracts" – The Center Commercial Tract, the North Commercial Tract and the South Commercial Tract.
- (i) "Commercial Tract Owners" – The Center Commercial Tract Owner, the North Commercial Tract Owner and the South Commercial Tract Owner.
- (j) "Owner" or "Property Owner" – The record title fee simple owner of any of the Subject Property that is subject to this Agreement.
- (k) "Residential Tract" – The real estate located in St. Clair County, Illinois, described in Exhibit F annexed hereto.

- (l) "Residential Tract Owner" – the record title fee simple owner of the Residential Tract, or any portion thereof.
- (m) "School Tract" – The real estate located in St. Clair County, Illinois, described in Exhibit G annexed hereto.
- (n) "School Tract Owner" – The record title fee simple owner of the School Tract, or any portion thereof.
- (o) "Senior Housing Tract One" – The real estate located in St. Clair County, Illinois, described in Exhibit A annexed hereto.
- (p) "Senior Housing Tract One Owner" – The record title fee simple owner of the Senior Housing Tract One, or any portion thereof.
- (q) "Senior Housing Tract Two" – The real estate located in St. Clair County, Illinois, described in Exhibit B annexed hereto.
- (r) "Senior Housing Tract Two Owner" – The record title fee simple owner of the Senior Housing Tract Two, or any portion thereof.
- (s) "Subject Property" – Any one of the Center Commercial Tract, the North Commercial Tract, the South Commercial Tract, the Residential Tract, the School Tract, the Senior Housing Tract One or the Senior Housing Tract Two.

2. Restrictions and Agreements Applicable to the Residential Tract for the Benefit of the Commercial Tract Owners.

(a) The Residential Tract Owner (as the owner of the Residential Tract) does by these presents hereby agree, provide and covenant to and with and for the benefit of the Commercial Tract Owners (and their successors or assigns, as the owners of the Commercial Tracts), that the Residential Tract hereby is subjected to, and hereby shall be subject to, the agreements, covenants and restrictions contained in this Section 2. The prior written consent of the Commercial Tract Owners (or their successors or assigns, as the owners of the Commercial Tracts), shall be required for any amendments or variances or waivers of any of the agreements, covenants and restrictions contained in this Section 2. The Commercial Tract Owners (or their successors or assigns, as the owners of the Commercial Tracts), shall have the right (but not the obligation) to approve and agree to amendments or variances or waivers of any of the agreements, covenants and restrictions contained in this Section 2, all without the approval or agreement of School Tract Owner, the Senior Housing Tract One Owner and the Senior Housing Tract Two Owner.

(b) Required and Prohibited Uses of Residential Tract. The Residential Tract Owner covenants and agrees that the Residential Tract shall be used and occupied for residential purposes only (the "Required Residential Use"). The Residential Tract Owner covenants and agrees that: (1) no buildings or improvements shall be constructed on the Residential Tract except detached or attached (villa or townhome style) single family residences (each a "Dwelling Unit"), together with residential garages and other related and ancillary residential structures, facilities and improvements and certain recreational improvements which may (but shall not be required to) be constructed on the Residential Tract including, without limitation, a clubhouse, pavilion, pool and/or playground for the common use and benefit of the owners of Dwelling Units constructed on the Residential Tract ("Common Recreational Facilities"); and (2) no portion of the Residential Tract, and no property within or comprising the Residential Tract, or any part thereof, shall be used, operated, leased, occupied, or sold for any other use or purpose other than for the Required Residential Use; excepting upon the prior written consent of the Commercial Tract Owners first obtained (which consent may be withheld by the Commercial Tract Owners each in their sole and absolute discretion). The foregoing agreement and restriction shall be applicable for a period of fifty (50) years from and after the Effective Date this Agreement. Nothing in this Section 2(b)

shall be construed to prohibit an occupant of a Dwelling Unit from using a portion of such Dwelling Unit for home office purposes, provided that the primary purpose of the Dwelling Unit is not for conducting business.

(c) Maximum Number of Dwelling Units. The Residential Tract Owner covenants and agrees that no more than three hundred twenty five (325) Dwelling Units shall be constructed on the Residential Tract excepting upon the prior written consent of the Commercial Tract Owners first obtained (which consent may be withheld by the Commercial Tract Owners each in their sole and absolute discretion). The foregoing agreement and restriction shall be applicable for a period of fifty (50) years from and after the Effective Date this Agreement.

(d) Minimum Size of Each Dwelling Unit. The Residential Tract Owner covenants and agrees that no Dwelling Unit shall be constructed on the Residential Tract that contains less than one thousand (1,000) square feet of improved dwelling space (not including the basement and not including any garages), excepting upon the prior written consent of the Commercial Tract Owners first obtained (which consent may be withheld by the Commercial Tract Owners each in their sole and absolute discretion). The foregoing agreement and restriction shall be applicable for a period of fifty (50) years from and after the Effective Date this Agreement.

(e) Minimum Lot Size of Each Residential Lot. The Residential Tract Owner covenants and agrees that, in the event that the Residential Tract is subdivided into separate residential subdivision lots (each a "Residential Lot"), then no Residential Lot portion of the Residential Tract shall contain less than four thousand (4,000) square feet of area (real estate), excepting upon the prior written consent of the Commercial Tract Owners first obtained (which consent may be withheld by the Commercial Tract Owners each in their sole and absolute discretion). The foregoing agreement and restriction shall be applicable for a period of fifty (50) years from and after the Effective Date this Agreement.

(f) Enforcement. The Commercial Tract Owners (as the owners of the Commercial Tracts) shall have the right to enforce all rights and remedies available at law or in equity against any person or entity, including, without limitation, the Residential Tract Owner, arising out of such person's or entity's violation of the restrictions and agreements contained in this Section 2, and shall have the right to recover all reasonable attorney's fees incurred in enforcing the restrictions and agreements contained in this Section 2.

3. Restrictions and Agreements Applicable to All of the Subject Properties.

(a) Each Property Owner (as the owner of the Subject Property owned by such Property Owner) does by these presents hereby agree, provide and covenant to and with and for the benefit of each of the other Property Owners (and their successors or assigns, as the owners of the other Subject Properties), that the Subject Property owned by such Property Owner hereby is subjected to, and hereby shall be subject to, the agreements, covenants and restrictions contained in this Section 3. The prior written consent of all of the other Property Owners (or their successors or assigns, as the owners of the other Subject Properties), shall be required for any amendments or variances or waivers of any of the agreements, covenants and restrictions contained in this Section 3.

(b) Prohibited Noxious Uses and Activities. Each Property Owner (as the owner of the Subject Property owned by such Property Owner) covenants and agrees that no portion of the Subject Property owned by such Property Owner, and no property within or comprising the applicable Subject Property, or any part thereof, shall be used, operated, leased, occupied, or sold for any of the uses or activities described in Exhibit H annexed hereto and incorporated herein by this reference (collectively, the "Noxious Uses and Activities"); provided, however, that nothing contained herein shall prohibit the use and operation of the Common Recreational Facilities, if any. The foregoing agreement and restriction shall be applicable for a period of fifty (50) years from and after the Effective Date this Agreement.

(c) Enforcement. The other Property Owners (as the owners of the other Subject Properties) shall have the right to enforce all rights and remedies available at law or in equity against any

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person or entity, including, without limitation, the applicable Property Owner that owns the applicable Subject Property, arising out of such person's or entity's violation of the restrictions and agreements contained in this Section 3, and shall have the right to recover all reasonable attorney's fees incurred in enforcing the restrictions and agreements contained in this Section 3.

4. Estoppel Certificates. Each party to this Agreement (as "Responding Party"), within twenty (20) day of its receipt of a written request from any other party to this Agreement (as "Requesting Party"), shall from time to time provide the Requesting Party, a certificate binding upon such Responding Party stating: (a) to the best of such Responding Party's knowledge, whether any party to this Agreement is then in default or violation of this Agreement and if so identifying such default or violation; (b) whether such Responding Party then owes any monies to any other party pursuant to this Agreement, or is then owed any monies from any other party pursuant to this Agreement, and if any such monies are then owed, stating the amount thereof and the basis for such monetary obligation; and (c) that this Agreement is then in full force and effect and identifying any amendments to the Agreement as of the date of such certificate. Provided, however, that no party shall be required to provide an Estoppel Certificate more than twice during any twelve (12) calendar month period. The party requesting an Estoppel Certificate shall, with its request for an Estoppel Certificate, submit and provide a proposed form of Estoppel Certificate. The party providing the Estoppel Certificate may modify the form as may be appropriate to reflect actual facts, circumstances and conditions. Each party shall pay its own costs and expenses of any Estoppel Certificate.

5. Limitation on Liability. The term "Owner" or "Property Owner" as used herein with respect to an applicable Subject Property, shall mean only the current owner or owners of the fee simple title to the applicable Subject Property at the time in question. Each party deemed a Owner hereunder by reason of its ownership of applicable Subject Property shall be obligated to perform the obligations of such Owner hereunder only during the time such party owns the applicable Subject Property. Any party deemed an Owner hereunder who transfers its ownership of the applicable Subject Property to a third party shall be relieved of liability for the performance of the Owner's obligations hereunder with respect to the applicable Subject Property accruing or arising after the date of the transfer.

6. No Termination for Breach; Enforcement; Collection; Attorney's Fees. Notwithstanding anything to the contrary contained herein, no breach or default hereunder by any party shall entitle any other party hereto to cancel, rescind, or otherwise terminate this Agreement. However, each party reserves all of its other rights and remedies available at law or in equity, in connection with any breach or default hereunder by any other party. In the event any party breaches this Agreement and it becomes necessary for any other party to obtain the services of an attorney to enforce and/or defend the rights and obligations hereunder, then in addition to such other recovery to which the prevailing party may be entitled, such prevailing party shall be entitled to recover from the non-prevailing party all reasonable court costs, charges, attorney fees, accounting fees and other expenses incurred by such prevailing party in enforcing and/or defending the rights and obligations hereunder, in such amount as the court shall adjudge are reasonable.

7. Notices. Any notice under this Agreement shall be in writing and shall be given by personal delivery, or by nationally recognized overnight delivery service (such as Federal Express), or by U.S. Certified Mail, Return Receipt Requested, Postage Pre-paid; to the address of the parties stated above (or such other address as such party may designate, by written notice given hereunder), or to the then applicable Registered Office in the State in which such entity is organized.

8. Rule Against Perpetuities Savings Clause. Any interest in real property which may vest in the future as a result of this Agreement shall vest, if at all, within twenty-one (21) years of the death of the last to survive of the now living descendants of George H. W. Bush and William Jefferson Clinton, each being a former President of the United States of America. If a final non-appealable judgment is issued by a court of competent jurisdiction that any time period under this Agreement violates the rule against perpetuities, then such time period shall be amended and shortened to expire at the latest within twenty-one (21) years of the death of the last to survive of the now living descendants of George H. W. Bush and William Jefferson Clinton, each being a former President of the United States of America.

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9. Miscellaneous. This instrument is in recordable form, and shall be recorded in the real estate records of St. Clair County, Illinois. This instrument and the grants, agreements, covenants and restrictions contained herein may not be altered, amended, revised or terminated, except by a duly recorded written instrument duly executed by the then record fee simple title owners of the Center Commercial Tract, the North Commercial Tract, the South Commercial Tract, the Residential Tract, the School Tract, the Senior Housing Tract One and the Senior Housing Tract Two; provided, however, that so long as TTW or its successor or transferee owns one (1) or more lots of the Residential Tract, the owner of the Residential Tract for purposes of this sentence shall be deemed only to be TTW or such successor or transferee. This instrument shall be governed by and construed according to the laws of the State of Illinois. This instrument shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, heirs and assigns, and all persons acquiring or deriving any right, title or interest in and to the Center Commercial Tract, the North Commercial Tract, the South Commercial Tract, the Residential Tract, the School Tract, the Senior Housing Tract One and the Senior Housing Tract Two, by through or under any of the parties hereto; and this instrument shall be deemed to be a covenant running with the land, applicable for a period of fifty (50) years from and after the Effective Date this Agreement. Following the expiration of all of the restrictions and agreements contained in this instrument, the parties shall execute and record an instrument, acknowledging the expiration of all of the restrictions and agreements contained in this instrument. This instrument may be executed in one or more counterparts, which together shall constitute one and the same instrument.

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

11. Exhibits. The following are the exhibits that are attached to this instrument.

Exhibit A	--	Legal Description of Senior Housing Tract One.
Exhibit B	--	Legal Description of Senior Housing Tract Two.
Exhibit C	--	Legal Description of Center Commercial Tract.
Exhibit D	--	Legal Description of North Commercial Tract.
Exhibit E	--	Legal Description of South Commercial Tract.
Exhibit F	--	Legal Description of Residential Tract.
Exhibit G	--	Legal Description of School Tract.
Exhibit H	--	Noxious Uses and Activities.

[SIGNATURE PAGE FOLLOWS]


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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first hereunder stated.

SHILOH WINGATE:

SHILOH WINGATE, L.L.C.,
A Missouri limited liability company

By: 
Michael J. Hejna,
Managing Member

Dated: 12-11, 2008


STATE OF Missouri)
COUNTY OF St. Louis) SS

On this 1st day of December, 2008, before me appeared MICHAEL J. HEJNA, to me personally known, who, being by me duly sworn, did say that he is the MANAGING MEMBER of SHILOH WINGATE, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said company, by authority of its Managers and Members; and said MICHAEL J. HEJNA acknowledged said instrument to be the free act and deed of said company.

IN WITNESS 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.

My term expires:

4/13/09


Notary Public

ANN K. BERGERSEN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
Commission #05695793
My Commission Expires April 13, 2009

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date first hereunder stated.

SHILOH INVESTMENT:

SHILOH INVESTMENT COMPANY, LLC,
an Illinois limited liability company

BY: J2K, LLC,
an Illinois limited liability company, its Operating Manager

By: 
Kevin Bollman, Manager

Dated: 12/10, 2008

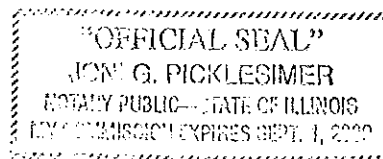
STATE OF Illinois)
COUNTY OF Madison) SS

On this 10th day of December, 2008, before me appeared KEVIN BOLLMAN, to me personally known, who, being by me duly sworn, did say that he is the MANAGER of J2K, LLC, an Illinois limited liability company, which is the OPERATING MANAGER of SHILOH INVESTMENT COMPANY, LLC, an Illinois limited liability company, and that said instrument was signed in behalf of said companies, by authority of their Managers and Members; and said KEVIN BOLLMAN acknowledged said instrument to be the free act and deed of said companies.

IN WITNESS 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.

My term expires:


Notary Public



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BY: **J2K, LLC,**
an Illinois limited liability company, its Operating Manager

By: Kevin Bollman
Kevin Bollman, Manager

Dated: 12/10, 2008

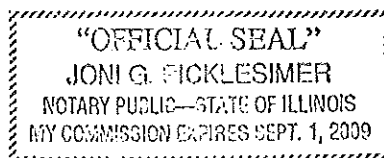
STATE OF Indiana)
COUNTY OF Madison) SS

On this 10th day of December, 2008, before me appeared **KEVIN BOLLMAN**, to me personally known, who, being by me duly sworn, did say that he is the **MANAGER** of **J2K, LLC**, an Illinois limited liability company, which is the **OPERATING MANAGER** of **TTW, LLC**, an Illinois limited liability company, and that said instrument was signed in behalf of said companies, by authority of their Managers and Members; and said **KEVIN BOLLMAN** acknowledged said instrument to be the free act and deed of said companies.

IN WITNESS 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.

My term expires:

Jon H. Picklesime
Notary Public



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CONSENT OF MORTGAGEE
(Senior Housing Tract One, Senior Housing
Tract Two and Center Commercial Tract)

The undersigned, holder of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated August 20, 2007, and recorded on August 21, 2007 as Doc. No. A02061667, of the Real Estate Records of the County St. Clair, Illinois, hereby consents to the foregoing Master Restriction Agreement, and hereby subordinates said Mortgage to said instrument.

Dated: December 8, 2008.

REGIONS BANK, an Alabama banking corporation

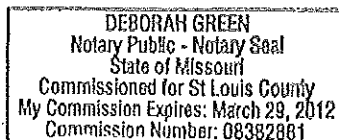
By: Mark A. Mushinski
Print: MARK A. MUSHINSKI
Title: SENIOR VICE PRESIDENT

STATE OF Missouri)
COUNTY OF St. Louis) ss.

On this 8 day of December, 2008, before me personally appeared Mark A. Mushinski to me personally known, who, being by me duly sworn, did say that he/she is the SVP of REGIONS BANK, an Alabama banking corporation, and that said instrument was signed in behalf of said bank, by authority of its Board of Directors; and said SVP acknowledged said instrument to be the free act and deed of said bank.

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.

[SEAL]



My Commission Expires: 3-29-12

Deborah Green
Notary Public

Senior Housing Tract One,
Senior Housing Tract Two and
Center Commercial Tract

Consent of Mortgagee

Master Restriction Agreement
for Villages at Wingate

476963.6RMH
Draft Dtd 11/20/08

DEC. 11. 2008

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CONSENT OF MORTGAGEE
(North Commercial Tract, South
Commercial Tract and School Tract)

The undersigned, holder of Mortgage Recorded as Document # A02108365, of the Real Estate Records of the County St. Clair, Illinois, hereby consents to the foregoing Master Restriction Agreement, and hereby subordinates said Mortgage to said instrument.

Dated: 12/10, 2008.

FIRST CLOVER LEAF BANK, an Illinois bank

By: [Signature]
Print: LISA M. FOWLER
Title: S. V. P.

STATE OF Illinois)
COUNTY OF Madison) ss.

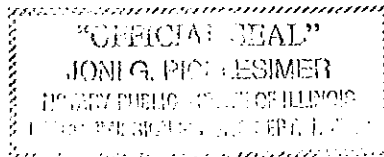
On this 10th day of December 2008, before me personally appeared Lisa M. Fowler, to me personally known, who, being by me duly sworn, did say that he/she is the Sr. Vice Pres. / CLO of FIRST CLOVER LEAF BANK, an Illinois bank, and that said instrument was signed in behalf of said bank, by authority of its Board of Directors; and said She acknowledged said instrument to be the free act and deed of said bank.

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.

[SEAL]

My Commission Expires:

[Signature]
Notary Public



North Commercial Tract,
South Commercial Tract,
An School Tract

Consent of Mortgagee

Master Restriction Agreement
for Villages at Wingate

476963.6RMH
Draft Dtd 11/20/08

DEC. 11. 2008

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CONSENT OF MORTGAGEE
(Residential Tract)

The undersigned, holder of Mortgage Recorded as Document # A02108369, of the Real Estate Records of the County St. Clair, Illinois, hereby consents to the foregoing Master Restriction Agreement, and hereby subordinates said Mortgage to said instrument.

Dated: 12/10, 2008.

FIRST CLOVER LEAF BANK, an Illinois bank

By: [Signature]
Print: LISA M. FOWLER
Title: S. V. P.

STATE OF Illinois)
COUNTY OF Madison) ss.

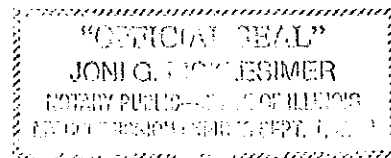
On this 10th day of December, 2008, before me personally appeared Lisa M. Fowler, to me personally known, who, being by me duly sworn, did say that he/she is the Sr. Vice Pres. / CLO of FIRST CLOVER LEAF BANK, an Illinois bank, and that said instrument was signed in behalf of said bank, by authority of its Board of Directors; and said She acknowledged said instrument to be the free act and deed of said bank.

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.

[SEAL]

My Commission Expires:

[Signature]
Notary Public



Residential Tract

Consent of Mortgagee

Master Restriction Agreement
for Villages at Wingate

476963.6RMH
Draft Dtd 11/20/08

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Exhibit A

Legal Description of Senior Housing Tract One

Lot 12A of "FINAL PLAT OF LOTS 10, 12A AND 12B OF THE VILLAGES AT WINGATE, part of Lot 4 of the Southwest Quarter of Section 18, Township 1 North, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Document No. A02134498 and an Affidavit of Correction recorded in the St. Clair County Recorder of Deeds Office in Document Number A02136026.

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Exhibit B

Legal Description of Senior Housing Tract Two

Lot 12B of "FINAL PLAT OF LOTS 10, 12A AND 12B OF THE VILLAGES AT WINGATE, part of Lot 4 of the Southwest Quarter of Section 18, Township 1 North, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of ST. Clair County, Illinois, in Document No. A02134498 and an Affidavit of Correction recorded in the St. Clair County Recorder of Deeds Office in Document Number A02136026.

Exhibit C

Legal Description of Center Commercial Tract.

Part of the Lot 4 of the Southwest Quarter of Section 18, Township 1 North, Range 7 West of the Third Principal Meridian, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the northeast corner of the Southwest Quarter of said Section 18; thence North 00 degrees 18 minutes 40 seconds East, on the east line of Northwest Quarter of Section 18, a distance of 100.32 feet to the southerly right of way line of Norfolk and Southern Railroad; thence on said southerly right of way line of Norfolk and Southern Railroad, the following 2 courses and distances; 1) 229.48 feet on a curve to the left having a radius of 7903.26 feet, the chord of said curve bears South 87 degrees 15 minutes 22 seconds West, 229.48 feet; 2) South 86 degrees 25 minutes 27 seconds West 529.10 feet to the northeast corner of a tract of land described in Document A01632391; thence South 01 degrees 10 minutes 48 seconds East, on the easterly line of said tract of land described in Document A01632391, a distance of 442.91 feet to the southeast corner of said tract of land described in Document A01632391; thence South 89 degrees 41 minutes 15 seconds West, on the southerly line of said tract of land described in Document A01632391, a distance of 217.76 feet to the easterly line of said tract of land described in Document A01632391; thence South 00 degrees 18 minutes 45 seconds East, on said easterly line of a tract of land described in Document A01278861, a distance of 28.00 feet to the southerly line of said tract of land described in Document A01278861; thence South 89 degrees 41 minutes 15 seconds West, on said southerly line of a tract of land described in Document A01278861, a distance of 853.39 feet; thence South 00 degrees 189 minutes 45 seconds East, 281.08 feet; thence South 22 degrees 10 minutes 12 seconds West, 309.96 feet to the Point of Beginning.

From said Point of Beginning; thence 104.33 feet on a non-tangential curve to the right having a radius of 559.00 feet, the chord of said curve bears South 78 degrees 34 minutes 52 seconds East, a distance of 104.18 feet; thence 36.91 feet on a curve to the left having a radius of 25.00 feet, the chord of said curve bears North 64 degrees 28 minutes 05 seconds East, 33.65 feet; thence South 67 degrees 49 minutes 48 seconds East, a distance of 60.00 feet; thence 36.91 feet on a non-tangential curve to the left having a radius of 25.00 feet, the chord of said curve bears South 20 degrees 07 minutes 41 seconds East, a distance of 33.65 feet; thence 604.91 feet on a curve to the right having a radius of 559.00 feet, the chord of said curve bears South 31 degrees 25 minutes 31 seconds East, 575.82 feet; thence South 00 degrees 25 minutes 29 seconds East, a distance of 99.43 feet; thence 125.62 feet on a curve to the left having a radius of 80.00 feet, the chord of said curve bears South 45 degrees 24 minutes 31 seconds East, 113.11 feet; thence South 00 degrees 23 minutes 33 seconds East, a distance of 60.00 feet; thence South 89 degrees 36 minutes 27 seconds West, a distance of 14.08 feet; thence 26.68 feet on a curve to the left having a radius of 25.00 feet, the chord of said curve bears South 59 degrees 01 minutes 49 seconds West, 25.43 feet; thence 106.84 feet on a curve to the right having a radius of 89.00 feet, the chord of said curve bears South 62 degrees 50 minutes 42 seconds West, 100.54 feet; thence 25.67 feet on a curve to the left having a radius of 25.00 feet, the chord of said curve bears South 67 degrees 49 minutes 15 seconds West, 24.56 feet; thence South 38 degrees 24 minutes 16 seconds West, a distance of 88.35 feet; thence 334.28 feet on a curve to the right having a radius of 559.00 feet, the chord of said curve bears South 55 degrees 32 minutes 10 seconds West, 329.32 feet; thence 36.32 feet on a curve to the left having a radius of 25.00 feet, the chord of said curve bears South 31 degrees 03 minutes 10 seconds West, 33.21 feet; thence 93.18 feet on a curve to the right having a radius of 525.00 feet, the chord of said curve bears South 05 degrees 28 minutes 38 seconds East, 93.06 feet; thence South 00 degrees 23 minutes 33 seconds East, a distance of 432.29 feet; thence South 89 degrees 36 minutes 27 seconds West, a distance of 50.00 feet; thence North 00 degrees 23 minutes 33 seconds West, a distance of 432.29 feet; thence 80.89 feet on a curve to the left having a radius of 475.00 feet, the chord of said curve bears North 05 degrees 16 minutes 16 seconds West, 80.79 feet; thence 38.12 feet on a curve to the left having a radius of 25.00 feet, the chord of said curve bears North 53 degrees 49 minutes 35 seconds West, 34.53 feet; thence 67.43 feet on a

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curve to the right having a radius of 559.00 feet, the chord of said curve bears South 85 degrees 57 minutes 09 seconds West, 67.39 feet; thence South 89 degrees 24 minutes 30 seconds West, a distance of 31.00 feet; thence South 62 degrees 24 minutes 30 seconds West, a distance of 25.33 feet; thence South 89 degrees 24 minutes 30 seconds West, a distance of 370.76 feet; thence South 44 degrees 24 minutes 30 seconds West, a distance of 29.23 feet to the easterly right of way line of North Green Mount Road; reference being had to the plat thereof in the St. Clair County Recorder's Office in Document A02117680; thence northerly on said easterly right of way line of North Green Mount Road the following two (2) courses and distances 1.) North 00 degrees 35 minutes 30 seconds West, a distance of 1081.71 feet; 2.) 124.27 feet on a curve to the left having a radius of 8370.00 feet, the chord of said curve bears North 01 degrees 01 minutes 02 seconds West, 124.27 feet; thence South 45 degrees 35 minutes 30 seconds East, a distance of 27.30 feet; thence North 89 degrees 24 minutes 30 seconds East, a distance of 372.83 feet; thence South 63 degrees 35 minutes 30 seconds East, a distance of 25.33 feet; thence North 89 degrees 24 minutes 30 seconds East, a distance of 31.83 feet; thence 65.01 feet on a curve to the right having a radius of 559.00 feet, the chord of said curve bears South 87 degrees 15 minutes 36 seconds East, 64.98 feet to the Point of Beginning.

Said parcel contains 24.49 acres, more or less.

Subject to easements, conditions and restrictions of record.

Excepting therefrom

Lot 12A of "FINAL PLAT OF LOTS 10, 12A AND 12B OF THE VILLAGES AT WINGATE, part of Lot 4 of the Southwest Quarter of Section 18, Township 1 North, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Document No. A02134498 and an Affidavit of Correction recorded in the St. Clair County Recorder of Deeds Office in Document Number A02136026.

Also excepting therefrom

Lot 12B of "FINAL PLAT OF LOTS 10, 12A AND 12B OF THE VILLAGES AT WINGATE, part of Lot 4 of the Southwest Quarter of Section 18, Township 1 North, Range 7 West of the Third Principal Meridian, St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Document No. A02134498 and an Affidavit of Correction recorded in the St. Clair County Recorder of Deeds Office in Document Number A02136026.

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Exhibit D
Legal Description of North Commercial Tract

Part of the Southwest Quarter of Section 18 Township 1 North, range 7 West of the Third Principal Meridian, County of St. Clair, state of Illinois and being more particularly described as follows:

Commencing at the northeast corner of the Southwest Quarter of said Section 18; thence North 00 degrees 18 minutes 40 seconds East, on the east line of Northwest Quarter of Section 18, a distance of 100.32 feet to the southerly right of way line of Norfolk and Southern Railroad; thence on said southerly right of way line of Norfolk and Southern Railroad, the following 2 courses and distances; 1) 229.48 feet on a curve to the left having a radius of 7903.26 feet, the chord of said curve bears South 87 degrees 15 minutes 22 seconds West, 229.48 feet; 2) South 86 degrees 25 minutes 27 seconds West 529.10 feet to the northeast corner of a tract of land described in Document A01632391; thence South 01 degrees 10 minutes 48 seconds East, on the easterly line of said tract of land described in Document A01632391, a distance of 442.91 feet to the southeast corner of said tract of land described in Document A01632391; thence South 89 degrees 41 minutes 15 seconds West, on the southerly line of said tract of land described in Document A01632391, a distance of 217.76 feet to the easterly line of said tract of land described in Document A01632391; thence South 00 degrees 18 minutes 45 seconds East, on said easterly line of a tract of land described in Document A01278861, a distance of 28.00 feet to the southerly line of said tract of land described in Document A01278861; thence South 89 degrees 41 minutes 15 seconds West, on said southerly line of a tract of land described in Document A01278861, a distance of 853.39 feet to the Point of Beginning.

From said Point of Beginning; thence South 00 degrees 18 minutes 45 seconds East, 281.08 feet; thence South 22 degrees 10 minutes 12 seconds West, 309.96 feet; thence 65.01 feet on a non-tangential curve to the left having a radius of 559.00 feet, the chord of said curve bears North 87 degrees 15 minutes 36 seconds West, a distance of 64.98 feet; thence South 89 degrees 24 minutes 30 seconds West, 31.83 feet; thence North 63 degrees 35 minutes 30 seconds West, 25.33 feet; thence South 89 degrees 24 minutes 30 seconds West, 372.83 feet; thence North 45 degrees 35 minutes 30 seconds West, 27.30 feet to the easterly right of way line of North Greenmount Road; reference being had to the plat thereof in the St. Clair County Recorder's Office in Document A02117680 thence on said easterly right of way line of North Greenmount Road, the following 3 courses and distances; 1) 193.62 feet on a non-tangential curve to the left having a radius of 8370.00 feet, the chord of said curve bears North 02 degrees 06 minutes 19 seconds West 193.62 feet; 2) 314.10 feet on a curve to the right having a radius of 8270.00 feet, the chord of said curve bears North 01 degrees 40 minutes 47 seconds West, 314.08 feet; 3) North 00 degrees 35 minutes 30 seconds West, 27.89 feet to the southerly line of the aforementioned tract of land described in Document A01278861; thence North 89 degrees 41 minutes 15 seconds East, on said southerly line of a tract of land described in Document A01278861, a distance of 643.78 feet to the Point of Beginning.

Said parcel contains 7.78 acres, more or less.

Exhibit E
Legal Description of South Commercial Tract

Part of the Southwest Quarter of Section 18, Township 1 North, Range 7 West of the Third Principal Meridian, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 18; thence on an assumed bearing of North 00 degrees 18 minutes 40 seconds East, on the east line of the Northwest Quarter of Section 18, a distance of 100.32 feet to the southerly right of way line of the Norfolk and Southern Railroad thence on said southerly right of way line of the Norfolk and Southern Railroad, the following 2 courses and distances; 1) 367.10 feet on a curve to the right having a radius of 7903.26 feet, the chord of said curve bears North 89 degrees 25 minutes 07 seconds East, a distance of 367.06 feet; 2) South 89 degrees 15 minutes 03 seconds East, a distance of 354.43 feet to the northwest corner of a tract of land described in Document A01095729; thence South 02 degrees 42 minutes 11 seconds West, on said westerly line of a tract of land described in Document A01095729, a distance of 662.16 feet to the northwest corner of a tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536; thence South 02 degrees 39 minutes 04 seconds West, on the westerly line of said tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536, a distance of 1445.12 feet to a northwesterly line of a tract of land described in Document A01585138; thence 701.58 feet on the northwesterly line of said tract of land described in Document A01585138 being a non-tangential curve to the left having a radius of 2140.00 feet, the chord of said curve bears South 24 degrees 26 minutes 22 seconds West, 698.45 feet to the south line of Lot 3A of U.S. Survey 782; thence South 89 degrees 36 minutes 27 seconds West, on said south line of Lot 3A of U.S. Survey 782 and the south line of the Southwest Quarter of Section 18, a distance of 2217.27 to the point of beginning.

From said Point of Beginning; thence continuing South 89 degrees 36 minutes 27 seconds West, on said south line of the Southwest Quarter of Section 18, a distance of 540.01 feet to the easterly right of way line of North Greenmount Road; reference being had to the plat thereof in the St. Clair County Recorder's Office in Document A02117680; thence North 01 degrees 31 minutes 27 seconds West, on said easterly line of North Greenmount Road, 307.67 feet; thence North 00 degrees 35 minutes 30 seconds West, on said easterly right of way line of North Greenmount Road 187.73 feet; thence North 44 degrees 24 minutes 30 seconds East, 29.23 feet; thence North 89 degrees 24 minutes 30 seconds East, 370.76 feet; thence North 62 degrees 24 minutes 30 seconds East, 25.33 feet; thence North 89 degrees 24 minutes 30 seconds East, 31.00 feet; thence 67.43 feet on a curve to the left having a radius of 559.00 feet, the chord of said curve bears North 85 degrees 57 minutes 09 seconds East, 67.39 feet; thence 38.12 feet on a curve to the right having a radius of 25.00 feet, the chord of said curve bears South 53 degrees 49 minutes 35 seconds East, 34.53 feet; thence 80.89 feet on a curve to the right having a radius of 475.00 feet, the chord of said curve bears South 05 degrees 16 minutes 16 seconds East, 80.79 feet; thence South 00 degrees 23 minutes 33 seconds East, 432.29 feet to the Point of Beginning.

Said parcel contains 6.49 acres, more or less.

AND ALSO:

Part of Lots 1,2, and 4 of the Southwest Quarter of Section 18, Township 1 North, Range 7 West of the Third Principal Meridian, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 18; thence North 00 degrees 18 minutes 40 seconds East, on the east line of said Southwest Quarter of Section 18, a distance of 100.32 feet to the southerly right of way line of Norfolk and Southern Railroad; thence on said southerly right of way line of said Norfolk and Southern Railroad the following 2 courses and distances; 1) 367.10 feet on the southerly right of way line of Norfolk and Southern Railroad on a curve to the right having a radius of 7903.26 feet, the chord of said curve bears North 89 degrees 25 minutes 07 seconds East, a distance of 367.06 feet; 2) South 89 degrees 15 minutes 03 seconds East, a distance of 354.43

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feet to the northwest corner of a tract of land described in Document A01095729; thence South 02 degrees 42 minutes 11 seconds West, on said westerly line of a tract of land described in Document A01095729, a distance of 662.16 feet to the northwest corner of a tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536; thence South 02 degrees 39 minutes 04 seconds West, on the westerly line of said tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536, a distance of 1445.12 feet to a westerly corner of a tract of land described in Document A01585138; thence 701.59 feet on the northwesterly line of said tract of land described in Document A01585138 being a non-tangential curve to the left having a radius of 2140.00 feet, the chord of said curve bears South 24 degrees 26 minutes 22 seconds West, a distance of 698.45 feet to the south line of said Lot 3A of U.S. Survey 762; thence South 89 degrees 36 minutes 27 seconds West, on said south line of said Lots 1 and 2 of Section 18 and Lot 3A of U.S. Survey 762, a distance of 1826.08 feet to the point of beginning.

From said Point of Beginning; thence continuing South 89 degrees 36 minutes 27 seconds West, on said south line of Lots 2 and 4 of the Southwest Quarter of Section 18, a distance of 341.19 feet; thence North 00 degrees 23 minutes 33 seconds West, a distance of 232.63 feet; thence North 89 degrees 36 minutes 27 seconds East, a distance of 190.27 feet; thence South 41 degrees 19 minutes 44 seconds East, a distance of 230.33 feet; thence South 00 degrees 23 minutes 33 seconds East, a distance of 58.63 feet to the Point of Beginning.

Said parcel contains 1.52 acres, more or less.

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Exhibit F
Legal Description of Residential Tract

Part of Section 18 and part of lot 3A in U.S. Survey 762, Township 1 North, Range 7 West of the Third Principal Meridian, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 18; thence North 00 degrees 18 minutes 40 seconds East, on the east line of the Northwest Quarter of said Section 18, a distance of 100.32 feet to the southerly right of way line of the Norfolk and Southern Railroad and being the Point of Beginning.

From said Point of Beginning; thence on said southerly right of way line of the Norfolk and Southern Railroad the following 2 courses and distances; 1) 367.10 feet on a non-tangential curve to the right having a radius of 7903.26 feet, the chord of said curve bears North 89 degrees 25 minutes 07 seconds East, a distance of 367.06 feet; 2) South 89 degrees 15 minutes 03 seconds East, a distance of 354.43 feet to the northwest corner of a tract of land described in Document A01095729; thence South 02 degrees 42 minutes 11 seconds West, on said westerly line of a tract of land described in Document A01095729, a distance of 662.16 feet to the northwest corner of a tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536; thence South 02 degrees 39 minutes 04 seconds West, on the westerly line of said tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536, a distance of 1445.12 feet to a northerly corner of a tract of land described in Document A01585138; thence 701.59 feet on the northwesterly line of said tract of land described in Document A01585138 being a non-tangential curve to the left having a radius of 2140.00 feet, the chord of said curve bears South 24 degrees 26 minutes 22 seconds West, a distance of 698.45 feet to the south line of Lot 3A of U.S. Survey 762; thence South 89 degrees 36 minutes 27 seconds West, on the south line of said Lots 1 and 2 of Section 18 and Lot 3A of U.S. Survey 762, a distance of 852.95 feet; thence North 28 degrees 22 minutes 39 seconds East, a distance of 215.06 feet; thence 489.91 feet on a non-tangential curve to the right having a radius of 555.00 feet, the chord of said curve bears North 36 degrees 20 minutes 04 seconds West, a distance of 474.16 feet; thence 512.39 feet on a curve to the left having a radius of 370.00 feet, the chord of said curve bears North 50 degrees 43 minutes 10 seconds West, a distance of 472.42 feet; thence South 89 degrees 36 minutes 27 seconds West, a distance of 304.19 feet; thence North 00 degrees 23 minutes 33 seconds West, a distance of 60.00 feet; thence 26.68 feet on a non-tangential curve to the right having a radius of 25.00 feet, the chord of said curve bears North 59 degrees 48 minutes 56 seconds West, a distance of 25.43 feet; thence 46.63 feet on a curve to the left having a radius of 89.00 feet, the chord of said curve bears North 44 degrees 14 minutes 52 seconds West, a distance of 46.10 feet; thence 25.67 feet on a curve to the right having a radius of 25.00 feet, the chord of said curve bears North 29 degrees 50 minutes 27 seconds West, a distance of 24.56 feet; thence North 00 degrees 25 minutes 29 seconds West, a distance of 111.82 feet; thence 604.91 feet on a curve to the left having a radius of 559.00 feet, the chord of said curve bears North 31 degrees 25 minutes 31 seconds West, a distance of 575.82 feet; thence 36.91 feet on a curve to the right having a radius of 25.00 feet, the chord of said curve bears North 20 degrees 07 minutes 41 seconds West, a distance of 33.65 feet; thence North 67 degrees 49 minutes 48 seconds West, a distance of 60.00 feet; thence 36.91 feet on a non-tangential curve to the right having a radius of 25.00 feet, the chord of said curve bears South 64 degrees 28 minutes 05 seconds West, a distance of 33.65 feet; thence 104.33 feet on a curve to the left having a radius of 559.00 feet, the chord of said curve bears North 78 degrees 34 minutes 52 seconds West, a distance of 104.18 feet; thence North 22 degrees 10 minutes 12 seconds East, a distance of 309.96 feet; thence North 00 degrees 18 minutes 45 seconds West, a distance of 281.08 feet to the south line of Tract II, described in Document Number A01278861; thence North 89 degrees 41 minutes 15 seconds East, on said south line of Tract II of Document A01278861, a distance of 853.39 feet to the southeasterly corner of said Tract II; thence North 00 degrees 18 minutes 45 seconds West, on the east line of said Tract II of Document A01278861, a distance of 28.00 feet to the southerly line of a tract of land described in Document Number A01985191; thence North 89 degrees 41 minutes 15 seconds East, on said south line of a tract of land described in A01985191, a distance of 217.76 feet to the southeast corner of said tract described in Document A01985191; thence North 01 degrees 10 minutes 48 seconds West, on the east line of said

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tract of land described in Document A01985191, a distance of 442.91 feet, to said southerly right of way line of the Norfolk And Southern Railroad; thence on said southerly right of way line of the Norfolk And Southern Railroad the following 2 courses and distances 1) North 86 degrees 25 minutes 27 seconds East, a distance of 529.10 feet; 2) 229.48 feet on a non-tangential curve to the right having a radius of 7903.26 feet, the chord of said curve bears North 87 degrees 15 minutes 22 seconds East, a distance of 229.48 feet to the Point of Beginning.

Said parcel contains 112.18 acres, more or less.

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Exhibit G
Legal Description of School Tract

Part of Lots 1, 2, and 4 of the Southwest Quarter of Section 18, Township 1 North, Range 7 West of the Third Principal Meridian, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 18; thence North 00 degrees 18 minutes 40 seconds East, on the east line of said Southwest Quarter of Section 18, a distance of 100.32 feet to the southerly right of way line of Norfolk and Southern Railroad; thence on said southerly right of way line of said Norfolk and Southern Railroad the following 2 courses and distances; 1) 367.10 feet on the southerly right of way line of Norfolk and Southern Railroad on a curve to the right having a radius of 7903.26 feet, the chord of said curve bears North 89 degrees 25 minutes 07 seconds East, a distance of 367.06 feet; 2) South 89 degrees 15 minutes 03 seconds East, a distance of 354.43 feet to the northwest corner of a tract of land described in Document A01095729; thence South 02 degrees 42 minutes 11 seconds West, on said westerly line of a tract of land described in Document A01095729, a distance of 662.16 feet to the northwest corner of a tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536; thence South 02 degrees 39 minutes 04 seconds West, on the westerly line of said tract of land described in Deed Book 2615 on page 1317 and Deed Book 2622 on page 1536, a distance of 1445.12 feet to a westerly corner of a tract of land described in Document A01585138; thence 701.59 feet on the northwesterly line of said tract of land described in Document A01585138 being a non-tangential curve to the left having a radius of 2140.00 feet, the chord of said curve bears South 24 degrees 26 minutes 22 seconds West, a distance of 698.45 feet to the south line of said Lot 3A of U.S. Survey 762; thence South 89 degrees 36 minutes 27 seconds West, on said south line of said Lots 1 and 2 of Section 18 and Lot 3A of U.S. Survey 762, a distance of 852.95 feet to the point of beginning.

From said Point of Beginning; thence continuing South 89 degrees 36 minutes 27 seconds West, on said south line of Lots 2 and 4 of the Southwest Quarter of Section 18, a distance of 973.13 feet; thence North 00 degrees 23 minutes 33 seconds West, a distance of 58.63 feet; thence North 41 degrees 19 minutes 44 seconds West, a distance of 230.33 feet; thence South 89 degrees 36 minutes 27 seconds West, a distance of 190.27 feet; thence North 00 degrees 23 minutes 33 seconds West, a distance of 199.66 feet; thence 93.18 feet on a curve to the left having a radius of 525.00 feet, the chord of said curve bears North 05 degrees 28 minutes 38 seconds West, a distance of 93.06 feet; thence 36.32 feet on a curve to the right having a radius of 25.00 feet, the chord of said curve bears North 31 degrees 03 minutes 10 seconds East, a distance of 33.21 feet; thence 334.28 feet on a curve to the left having a radius of 559.00 feet, the chord of said curve bears North 55 degrees 32 minutes 10 seconds East, a distance of 329.32 feet; thence North 38 degrees 24 minutes 16 seconds East, a distance of 88.35 feet; thence 25.67 feet on a curve to the right having a radius of 25.00 feet, the chord of said curve bears North 67 degrees 49 minutes 15 seconds East, a distance of 24.56 feet; thence 106.84 feet on a curve to the left having a radius of 89.00 feet, the chord of said curve bears North 62 degrees 50 minutes 42 seconds East, a distance of 100.54 feet; thence 26.68 feet on a curve to the right having a radius of 25.00 feet, the chord of said curve bears North 59 degrees 01 minutes 49 seconds East, a distance of 25.43 feet; thence North 89 degrees 36 minutes 27 seconds East, a distance of 304.19 feet; thence 512.39 feet on a curve to the right having a radius of 370.00 feet, the chord of said curve bears South 50 degrees 43 minutes 10 seconds East, a distance of 472.42 feet; thence 489.91 feet on a curve to the left having a radius of 555.00 feet, the chord of said curve bears South 36 degrees 20 minutes 04 seconds East, a distance of 474.16 feet; thence South 28 degrees 22 minutes 39 seconds West, a distance of 215.06 feet to the Point of Beginning.

Said parcel contains 20.66 acres, more or less.

Exhibit H
Noxious Uses and Activities

1. Private or commercial golf course; Country club.
2. Parlor or other establishment having as a primary purpose the giving of massages; hot tub facility.
3. Race track or other facility used for gambling; a bingo parlor; off-track betting parlor; facility for any other games of chance.
4. Store, the principal business of which is the sale of alcoholic beverages for consumption off premises.
5. Tattoo parlor.
6. "Second-hand" store whose principal business is selling used merchandise, thrift shops, salvation army type stores, "goodwill" type stores, and similar businesses.
7. Animal kennel; or animal raising or boarding facilities.
8. Any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance.
9. Adult book, adult video tape or adult novelty store.
10. Selling or leasing new or used automobiles, trucks, trailers, recreational vehicles.
11. Any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
12. A warehouse or other storage facility (provided that any area for the storage of goods intended to be sold at any retail establishment located in the building shall not be deemed a warehouse or store facility, and storage space that is incidental to a tenant's use shall be permitted).
13. Junk yard, or stock yard, or dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage compactors, in each case which are regularly emptied so as to minimize offensive odors).
14. Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order).
15. A "job lot" store of any type; or a flea market.
16. Central laundry, dry cleaning plant, or Laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site service oriented to pickup and delivery by the ultimate consumer, including, nominal supporting facilities.

A02183038

MICHAEL T. COSTELLO
RECORDER OF DEEDS
BELLEVILLE, IL

RECORDED ON

10/05/2009 02:54:06PM

RHSP FEE: 10.00

TOTAL FEE: \$30.00

PAGES: 1

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE
VILLAGES AT WINGATE

Shiloh, Illinois

An Amendment to the Declaration of Covenants and Restrictions for The Villages at Wingate recorded April 21, 2009 in the St. Clair County Recorder's Office as Document # A02156355.

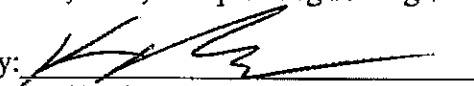
Section 8. (a) (iv) on page 17 is deleted in its entirety and replaced with the following:

- (iv) "Dalston Village Lots:" (Lots 140-221): Single story dwellings with a three-car garage shall have no less than one thousand eight hundred (1,800) square feet of above ground living area. Single story dwellings with a two-car garage shall have no less than one thousand nine hundred (1,900) square feet of above ground living area. One and one-half (1/2) story and two story dwellings shall have no less than two thousand one hundred (2,100) square feet of above ground living area. All one and one-half and two story dwellings shall have no less than one thousand two hundred (1,200) square feet of living area on its first floor.

The above changes were approved by the Declarant accordance with Section 12 of the Declaration of Covenants and Restrictions for The Villages at Wingate.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hand and seal this 5th day of October, 2009.

Declarant:
TTW, LLC,
by J2K, LLC, its Operating Manager

By: 
Kevin Bollman, Manager