

JAN 20 2015

ORDINANCE NO. 3160

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO
EXECUTE A REVITALIZATION / DEVELOPMENT AGREEMENT FOR THE
DEVELOPMENT OF 41 ACRES, MORE OR LESS, OF REAL ESTATE OWNED
BY ADMIRAL PARKWAY, INC.**

[Signature]
City Clerk

WHEREAS, in furtherance of the Development of the City, Admiral Parkway, Inc., through Joseph G. Koppeis, its President, (hereinafter called "the Developer") has presented to the City a proposal for the Development ("Developer Project") of 41 acres, more or less, (the "Developer's Project Area"), more particularly described in the attached Exhibit A; and

WHEREAS, the Developer and City wish to enter into this Revitalization / Development Agreement to define the rights and responsibilities of the parties; and

WHEREAS, the City Council believes that it is in the best interests of the citizens of the City of Columbia to authorize the execution of a *Revitalization / Development Agreement* by and between the City and Developer in substantially the form attached hereto as *Exhibit A*.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Columbia, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, hereby agrees to make and enter into a Revitalization / Development Agreement between the City of Columbia, Illinois, and Admiral Parkway, Inc., in the form attached hereto, which is hereby approved as to form; and, does hereby authorize and direct the Mayor to execute the same for and on behalf of the City, in as many counterparts as the Mayor shall decide, and does hereby authorize and direct the City Clerk to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, as provided by law.


YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Reis and Holtkamp.

NAYS: None.

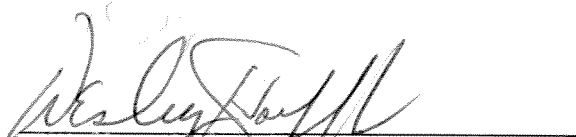
ABSENT: Aldermen Huch and Mathews.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 20th day of January, 2015.


Kevin B. Hutchinson, Mayor

ATTEST:


Wesley J. Hoeffken, City Clerk

**REVITALIZATION / DEVELOPMENT AGREEMENT
FOR THE DEVELOPMENT OF 41 ACRES, MORE OR
LESS, OF REAL ESTATE OWNED BY
ADMIRAL PARKWAY, INC.**

THIS AGREEMENT is made and entered into this 20th day of January, 2015,
by and between the **CITY OF COLUMBIA**, a municipal corporation located in the Counties of
Monroe and St. Clair in the State of Illinois, organized and existing under and by virtue of the laws
of the State of Illinois (hereinafter referred to as the “**CITY**”) by and through its Mayor and Board
of Alderman (hereinafter referred to as the “Corporate Authorities”), as the Party of the First Part,
and **ADMIRAL PARKWAY, INC.**, (hereinafter referred to as the “**Developers**”), as the Party
of the Second Part,

WITNESSETH:

WHEREAS, Developers are the owners of record of 41 acres, more or less, of real estate,
which is situated within the corporate limits of CITY, and said property being more particularly
hereinafter described on “Exhibit A” attached hereto and hereby made a part hereof (said property
being hereinafter referred to as the “Subject Property”); and

WHEREAS, the Subject Property is unimproved; and

WHEREAS, the Developers are requesting that the CITY make certain provisions to assist
them in the development of the Subject Property; and

WHEREAS, the Developers have submitted a draft of a preliminary plat for Fox Run
Estates, a copy of which is attached hereto as “Exhibit B”; and

WHEREAS, the Developers also intend to do the following:

- a. Construct single-family housing units on lots 1-36, in substantially the form as shown
on “Exhibit B” attached hereto.
- b. Submit an application to re-zone lots 1-36 from R-7 to R-5.

- c. Seek a variance for said homes to require, at a minimum, masonry on the front.
- d. Construct a senior independent living community with six (6) multi-unit residential buildings and a multipurpose building, in substantially the form as shown on “Exhibit C” attached hereto.
- e. Submit an application to re-zone lot 37 from C-3 to R-7.
- f. Submit an application for a Community Unit Plan – Type A (Section 17.48.010) for the Fox Run Estates subdivision (lots 1-37) and the apartment site.
- g. Prepare and record indentures and restrictive covenants for the Fox Run Estates subdivision that will establish a Homeowner’s Association for lots 1-36 for the maintenance of common ground, in substantially the form as shown on “Exhibit D” attached hereto. Additionally, said covenants for lots 1-37 will prohibit the permanent parking of recreational vehicles and trailers.
- h. Construct up to 15 apartment buildings for a total of up to 120 units at 170 Old State Route 3 (Parcel No.: 04-08-200-003-000) which is approximately 6 acres.
- i. Regarding the apartments, seek variances to the zoning code for architectural composition and permitted uses (Section 17.24.020 Paragraph C).
- j. Construct upscale condos or villas in a gated community with access from the current oil and chip road access to the water tower, not to exceed 24 units on Parcel No. 04-08-200-007-000 (approximately 8 acres), in substantially the form as shown on “Exhibit F” attached hereto.
- k. Submit an application to re-zone Parcel No. 04-08-200-007-000 from C-3 to R-6.
- l. Submit an application for a Community Unit Plan – Type A (Section 17.48.010) for Parcel No. 04-08-200-007-000 for the construction of no more than 24 residential units.

WHEREAS, the Corporate Authorities of the CITY, after due and careful consideration, believe that the development of the Subject Property on the terms and conditions herein set forth and provided for, will further the orderly growth of the CITY, will enable the CITY to control the development of the area, and will serve the welfare and best interest of the residents of the CITY.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto as follows:

Section 1. That the recitals contained above in the preamble of this Agreement are hereby incorporated into this Agreement as if fully restated herein.

Section 2. Effective Term. This Agreement shall be effective for a term of twenty (20) years from the date of this execution.

Section 3. Developers' Obligations.

- a. Construct single-family housing units on lots 1-36, in substantially the form as shown on "Exhibit B" attached hereto.
- b. Submit an application to re-zone lots 1-36 from R-7 to R-5.
- c. Seek a variance for said homes to require, at a minimum, masonry on the front.
- d. Construct a senior independent living community with six (6) multi-unit residential buildings (all masonry exterior) and a multipurpose building, in substantially the form as shown on "Exhibit C" attached hereto.
- e. Submit an application to re-zone lot 37 from C-3 to R-7.
- f. Submit an application for a Community Unit Plan – Type A (Section 17.48.010) for the Fox Run Estates subdivision (lots 1-37) and the apartment site (Parcel No.: 04-08-200-003-000).

- g. Prepare and record indentures and restrictive covenants for the Fox Run Estates subdivision that will establish a homeowners association for lots 1-36 for the maintenance of common ground, in substantially the form as shown on “Exhibit D” attached hereto. Additionally, said covenants for lots 1-37 will prohibit the permanent parking of recreational vehicles and trailers.
- h. Construct up to 15 apartment buildings for a total of up to 120 units at 170 Old State Route 3 (Parcel No.: 04-08-200-003-000) which is approximately 6 acres, in substantially the form as shown on “Exhibit E” attached hereto.
- i. Regarding the apartments, seek variances to the zoning code for architectural composition requiring a minimum of approximately 25% masonry, in substantially the form as shown in the pictures on “Exhibit F” attached hereto and permitted uses (Section 17.24.020 Paragraph B).
- j. Construct upscale condos or villas in a gated community with access from the current oil and chip road access to the water tower, not to exceed 24 units on Parcel No. 04-08-200-007-000 (approximately 8 acres) , in substantially the form as shown on “Exhibit G” attached hereto.
- k. Submit an application to re-zone Parcel No. 04-08-200-007-000 from C-3 to R-6.
- l. Submit an application for a Community Unit Plan – Type A (Section 17.48.010) for Parcel No. 04-08-200-007-000 for the construction of no more than 24 residential units.

Section 4. City’s Obligations.

- a. Approve the re-zoning of lots 1-36 from R-7 to R-5.
- b. Grant a variance for the single-family housing units on lots 1-36 requiring that, at a minimum, masonry on the front.

- c. Approve the re-zoning of lot 37 from C-3 to R-7.
- d. Approve the Community Unit Plan – Type A (Section 17.48.010) for the Fox Run Estates subdivision (lots 1-37) and the apartment site (Parcel No.: 04-08-200-003-000). For lots 1-36, include provisions for a minimum of an 8-foot side yard area for no more than 18 lots. Said lots will be mutually agreed to by the City and Developer and will be noted on the Final Plat of record.
- e. Regarding the apartments, grant variances to the zoning code for architectural composition requiring a minimum of approximately 25% masonry, in substantially the form as shown in the pictures on “Exhibit H” attached hereto and permitted uses (Section 17.24.020 Paragraph B).
- f. Approve the re-zoning of Parcel No. 04-08-200-007-000 from C-3 to R-6.
- g. Approve Community Unit Plan – Type A for Parcel No. 04-08-200-007-000 for no more than 24 residential units, consisting of 12 duplexes.

Section 5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, successor owners of record of the subject property and all parts thereof, their legal representatives, successors, lessees and assigns, and upon any successor municipalities. Nothing herein shall prevent the conveyance or sale of the Subject Property or portions thereof, except that such sale shall be subject to the provisions of this Agreement and to the Zoning Code and other codes and ordinances of the CITY, and the new owners shall be both benefited and bound by the terms, conditions and restrictions contained in this Agreement.

Section 6. **Enforcement.** This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action at law or in equity to secure performance of the covenants hereof. In the event there is a breach of or a default under

this Agreement by one of the parties hereto and it thereby becomes necessary for another party hereto adversely affected thereby to retain the services of an attorney to enforce the Agreement, then and in that event the losing party to such controversy or litigation shall be required to pay the other party's reasonable attorneys' fees, court costs and other expenses incurred in enforcing this Agreement.

Section 7. Severability. In the event any provision of this Agreement shall be declared invalid by a court of competent jurisdiction, the invalidity of said provision will not affect the validity of the other provisions of this Agreement.

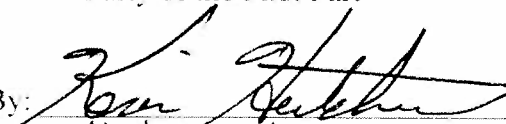
Section 8. Amendments. This Agreement may be amended by written mutual agreement of the parties hereto and pursuant to a CITY ordinance duly enacted.

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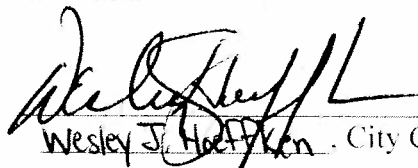
IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement
on the date first above written.

CITY OF COLUMBIA, ILLINOIS.

Party of the First Part

By: 
Kevin B. Hutchinson, Mayor

ATTEST:


Wesley J. Hoeffken, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public, in and for the County, in the State aforesaid, hereby certifies that Kevin Hutchinson and Wesley Hoeffken, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Monroe County, Illinois, in the above Agreement referred to as Party of the First Part, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document pursuant to ordinance of the City of Columbia, Illinois, duly enacted, as their free and voluntary act and deed as the free and voluntary act and deed of the City of Columbia, Illinois, a Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 20th day of January, 2015.




NOTARY PUBLIC

ADMIRAL PARKWAY, INC.,

Party of the Second Part

By: _____

Joseph G. Koppeis
Joseph G. Koppeis, President

STATE OF ILLINOIS)

) SS

COUNTY OF MONROE)

The undersigned, a Notary Public, in and for the County, in the State aforesaid, hereby certifies that Joseph G. Koppeis, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing document, appeared before me, in person, this date, and acknowledged that he signed and delivered the above and foregoing document as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, pursuant to enabling resolution of said church duly enacted, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 20th day of January, 2015.

Lorraine E. Maag

NOTARY PUBLIC



THIS DOCUMENT PREPARED BY:

JOSEPH G. KOPPEIS
ADMIRAL PARKWAY, INC.
420 COLUMBIA CENTRE DRIVE
P.O. BOX 140
COLUMBIA, ILLINOIS 62236
TELEPHONE: 618-281-3400

Exhibit A

Legal Description

EXHIBIT "A"

PARCEL 1

A tract of land being part of Fractional Section 4, Part of U.S. Survey 644, Claim 501, and part of U.S. Survey 556, Claim 498, Township 1 South, Range 10 West of the 3rd Principal Meridian, Monroe County, Illinois, and being more particularly described as follows:

Beginning at the intersection of the Westerly line of above said Fractional Section 4 and the Northeasterly line of above said U.S. Survey 644; thence North 04 degrees 19 minutes 00 seconds East along the Westerly line of said Fractional Section 4 a distance of 289.98 feet; thence departing the Westerly line of said Fractional Section 4, North 81 degrees 14 minutes 11 seconds East, 519.50 feet; thence South 06 degrees 15 minutes 23 seconds West, 622.43 feet to the Northeasterly line of above said U.S. Survey 644, said point also being on the Northeasterly line of Lot 3 of Diehl Subdivision Plat 2, a subdivision recorded in Book C, page 85 of the Monroe County Records; thence South 61 degrees 49 minutes 14 seconds East along the Northeasterly line of above said U.S. Survey 644 and the Northeasterly line of said Lot 3, a distance of 561.11 feet; thence departing the Northeasterly line of said U.S. Survey 644, and along the Northerly and Easterly line of said Lot 3 the following courses and distances; thence South 11 degrees 20 minutes 31 seconds West, 540.70 feet; thence South 80 degrees 16 minutes 43 seconds East, 1247.26 feet; thence South 27 degrees 36 minutes 57 seconds West, 1282.77 feet; thence North 61 degrees 34 minutes 43 seconds West, 306.35 feet; thence South 28 degrees 41 minutes 05 seconds West along the Southeasterly line of said Lot 3 and the Southeasterly line of Tax Lot 5 of above said U.S. Survey 644, a distance of 620.76 feet; thence departing the Southeasterly line of Tax Lot 5 North 61 degrees 40 minutes 05 seconds West, 58.75 feet; thence South 28 degrees 40 minutes 26 seconds West, 766.15 feet to the Southwesterly line of above said U.S. Survey 644 and the Northeasterly line of above said U.S. Survey 556; thence North 61 degrees 53 minutes 58 seconds West along the Southwesterly line of said U.S. Survey 644 and the Northeasterly line of said U.S. Survey 556, a distance of 449.99 feet to the Southeasterly line of Columbia Lakes I Subdivision, a subdivision recorded as Document No. 143358, in Plat Envelope 158-C of the Monroe County Records; thence departing the Southwesterly line of above said U.S. Survey 644 and the Northeasterly line of above said U.S. Survey 556, and along the Easterly, Northerly and Westerly lines of said Columbia Lakes I Subdivision the following courses and distances; thence North 28 degrees 18 minutes 03 seconds East, 115.54 feet; thence North 61 degrees 42 minutes 02 seconds West, 210.00 feet; thence North 76 degrees 42 minutes 52 seconds West, 479.79 feet; thence South 05 degrees 17 minutes 26 seconds West, 81.09 feet to the Northeasterly most corner of Columbia Lakes Gamma Subdivision, a subdivision recorded as Document No. 143359, in Plat Envelope 158-D of the Monroe County Records; thence along the Northerly, Westerly and Southerly lines of said Columbia Lakes Gamma Subdivision the following courses and distances; thence North 86 degrees 19 minutes 46 seconds West, 188.11 feet; thence South 28 degrees 13 minutes 09 seconds West, 230.83 feet; thence North 86 degrees 26 minutes 20 seconds West, 134.85 feet; thence South 03 degrees 36 minutes 42 seconds West, 150.04 feet; thence South 66 degrees 36 minutes 44 seconds West, 169.14 feet; thence South 03 degrees 39 minutes 00 seconds West, 532.99 feet; thence South 79 degrees 57 minutes 00 seconds East, 380.69 feet to the Northwesterly corner of a tract of land now or formerly conveyed to the City of Columbia by Deed recorded in Book 82, Page 288 of the Monroe County Records; thence along the Westerly lines of said City of Columbia tract and a tract of land now or formerly conveyed to the City of Columbia by Deed recorded in Book 88, page 16 of the Monroe County Records, the following courses and distances; thence South 02 degrees 35 minutes 18 seconds West, 360.13 feet; thence North 79 degrees 14 minutes 46 seconds West, 124.83 feet; thence South 10 degrees 33 minutes 36 seconds West, 199.89 feet; thence South 79 degrees 24 minutes 55 seconds East, 124.91 feet; thence South 15 degrees 58 minutes 05 seconds West, 345.67 feet to the Northerly line of F.A. Route 14; thence North 65 degrees 01 minutes 14 seconds West along the Northerly line of said F.A. Route 14, a distance of 130.82 feet to the Northeasterly line of S.B.I. Route 3; thence along the Northeasterly line of said S.B.I. Route 3 the following courses and distances; thence North 19 degrees 02 minutes 39 seconds West, 132.00 feet to a point of curvature to the right, said curve having a radius point bearing North 70 degrees 57 minutes 21 seconds East, 2529.40 feet; thence in a Northwesterly direction along said curve to the right, an arc distance of 959.02 feet; thence departing said curve North 60 degrees 57 minutes 34 seconds West 28.48 feet; thence North 04 degrees 24 minutes 47 seconds East, 979.53 feet; thence South 85 degrees 54 minutes 29 seconds East, 14.96 feet to a point on a curve to the right, said curve having a radius point bearing South 85 degrees 55 minutes 34 seconds East, 5664.60 feet; thence in a Northwesterly direction along said curve to the right, an arc distance of 282.43 feet to the Northeasterly line of Tax Lot 6 of above said U.S. Survey 644; thence South 61 degrees 52 minutes 28 seconds East along the Northeasterly line of said Tax Lot 6, a distance of 354.99 feet; thence departing the Northeasterly line of said Tax Lot 6, North 20 degrees 29 minutes 37 seconds East, 818.56 feet; thence North 61 degrees 29 minutes 46 seconds West, 60.38 feet to the Southwesterly corner of above said Lot 3 of Diehl Subdivision Plat Two, said point also being the Southeasterly corner of Diehl Subdivision, a subdivision recorded in Plat Book B, page 104, of the Monroe County records; thence along the Easterly line of said Diehl Subdivision and the Westerly line of said Lot 3 of Diehl Subdivision Plat Two the following courses and distances; thence North 13 degrees 01 minutes 21 seconds East, 773.63 feet; thence North 24 degrees 08 minutes 30 seconds East, 244.98 feet to the Southwesterly corner of Lot 2 of said Diehl Subdivision Plat Two; thence along the Southerly line of said Lot 2 and the Southerly, Easterly and Northerly lines of Skyline Drive, 40 feet wide, the following courses and distances; thence South 69 degrees 15 minutes 31 seconds East, 234.17 feet; thence North 23 degrees 54 minutes 13 seconds East, 227.89 feet; thence North 29 degrees 07 minutes 02 seconds East, 304.54 feet; thence North 71 degrees 16 minutes 53 seconds West 50.23 feet; thence departing the Northerly

line of said Skyline Drive and along the Southerly and Westerly lines of above said Lot 3 Diehl Subdivision Plat Two the following courses and distances; thence North 07 degrees 42 minutes 10 seconds East, 141.56 feet; thence North 71 degrees 16 minutes 53 seconds West, 290.00 feet; thence North 11 degrees 27 minutes 35 seconds East, 229.23 feet; thence North 80 degrees 10 minutes 10 seconds East, 84.03 feet to the Point of Beginning.

Together with Roadway Easement contained in the deed from Ruth Phelps Proctor to Elizabeth Manley, dated August 30, 1945 in Book 63 on page 486 in the Recorder's Office of Monroe County, Illinois as follows: Reserving a strip of land 35 feet wide off of the entire length of the above tract which shall be used as a driveway or roadway from State Bond Issue Route No. 3 and shall be used by both parties of this Instrument, their heirs and assigns. This Roadway shall be off of the North end of the above described tract and shall run the entire distance of 585 feet from the State Route No. 3, South 61 degrees 35 minutes East to the most Easterly corner of the above tract containing, after deducting roadway, 11.00 acres and being a part of the Tax Lot No. 4 of Survey 455 Claim No. 501, Township 1 South, Range 10 West of the 3rd P.M. as shown by page 116 of Surveyor's Official Plat Record A of the Monroe County, Illinois records.

Together with Right of Way Easement dated February 20, 1954 and recorded April 30, 1954 in Book 73 on page 545 of the Recorder's Office of Monroe County, Illinois, for ingress and egress over land described herein beginning at a point on the North line of Survey 644 Claim 501, 200 feet South 61 degrees 35 minutes East from the intersection of said North line with the section line of Section 4 and 5; thence run South 20 feet; thence Northwesterly parallel with the North line of said Survey 644, 200 feet to the Westerly line of Lot 2-A of said Survey; thence South on said West line to the Northeasterly corner of Lot 2-B and the Westerly extension thereof to a point on the right of way of State Bond Issue No. 3; thence Northwesterly on said right of way line 20 feet to a point (being a point about 70 feet Southerly of the Southeast corner of Tax Lot 10 of said Survey 644); thence Easterly equi-distance and parallel to the North line of said Lot 2-B and the Westerly extension thereof to a point 20 feet West of the West line of said Lot 2-A; to the North line of said Survey 644; thence Easterly along said North line to the point of beginning, situated in Township 1 South, Range 10 West of the 3rd P.M. in passing to and from adjoining land retaining however unto the grantors their heirs and assigns, thence same right and privilege to pass over and across said lands.

Together with 15 foot road easement being 7 feet 6 inches on each side of the following described center line, commencing at iron pin at the intersection of the section line between Sections 4 and 5 Township 1 South, Range 10 West of the 3rd P.M., in Monroe County, Illinois with the Northerly line of Survey 644 Claim 501 in said Township 1 South, Range 10 West; thence South 61 degrees 35 minutes East, 905 feet along the Northerly line of said Survey 644 Claim 501 to a point; thence South 28 degrees 25 minutes West, 7 feet and 6 inches to a point of beginning of said centerline; thence North 61 degrees 35 minutes West 905 feet along a line parallel to and 7 feet 6 inches Southerly of said Northerly line of Survey 644 Claim 501 to a point; thence West 663 feet to the Easterly right of way line of State Bond Issue Route No. 3 in Survey 644 Claim 501 in Township 1 South, Range 10 West of the 3rd P.M. Monroe County, Illinois. A joint right for use of said roadway by the grantors, their heirs, executors and assigns, is herein reserved and the herein easement is intended for secondary entrance purposes only as created by Warranty Deed made by Albert E. Diehl and wife, dated February 18, 1958 and recorded in Book 81 on page 59 in the Recorder's Office of Monroe County, Illinois.

EXCEPTING FROM THE ABOVE TRACT THE FOLLOWING PARCEL:

Part of U.S. Survey 556, Claim 498, and part of U.S. Survey 644, Claim 501, in Township 1 South, Range 10 West of the Third Principal Meridian, City of Columbia, Monroe County, Illinois, being more particularly described as follows:

Beginning at old pipe which marks the Northwest corner of Lot 44 of "Columbia Lakes I", reference being had to the plat thereof recorded in the Recorder's Office of Monroe County in Plat Envelope 158-C; thence at an assumed bearing of North 76 degrees 42 minutes 01 second West, along the Northerly line of said "Columbia Lakes I" a distance of 50.49 feet to a point; thence North 5 degrees 17 minutes 59 seconds East, a distance of 231.49 feet to a point of curvature; thence along a curve to the right, having a radius of 779.35 feet, a central angle of 08 degrees 47 minutes 44 seconds, and a chord of 119.52 feet which bears North 09 degrees 41 minutes 51 seconds East, an arc length 119.64 feet to the point of tangency of said curve; thence South 83 degrees 06 minutes 37 seconds East, a distance of 141.32 feet to a point; thence North 62 degrees 17 minutes 59 seconds East, a distance of 254.01 feet to a point; thence South 73 degrees 46 minutes 49 seconds East a distance of 60.70 feet to a point; thence South 40 degrees 42 minutes 01 seconds East, a distance of 209.99 feet to a point; thence South 49 degrees 17 minutes 59 seconds West, a distance of 333.62 feet to a point; thence South 17 degrees 19 minutes 44 seconds West, a distance of 90.52 feet to a point; thence South 32 degrees 30 minutes 37 seconds West, a distance of 46.88 feet to a point which lies on the Northerly line of said "Columbia Lakes I", thence North 76 degrees 42 seconds 01 minutes West along the Northerly line of said "Columbia Lakes I", a distance of 254.51 feet to the Point of Beginning.

NOW KNOWN AS:

"COLUMBIA LAKES II PHASE I FINAL PLAT, BEING A SUBDIVISION OF PART OF U.S. SURVEY 556, CLAIM 498 AND PART OF U.S. SURVEY 644, CLAIM 501, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE 3RD PRINCIPAL

MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS", reference being had to the plat thereof recorded September 15, 1997 in Plat Envelope 2-68A as Document No. 216738.

EXCEPTING FURTHER, THE FOLLOWING PARCEL:

Part of U.S. Survey 644, Claim 501, in Township 1 South, Range 10 West of the Third Principal Meridian, City of Columbia, Monroe County, Illinois, being more particularly described as follows:

Beginning at the concrete monument which marks the most Easterly corner of Lot 50 of "Columbia Lakes II-Phase 1", reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Envelope 2-68A; thence along the Northerly line of said "Columbia Lakes II-Phase 1", the following courses and distances:

North 40 degrees 42 minutes 01 seconds West, a distance of 209.93 feet to a point; thence North 73 degrees 46 minutes 49 seconds West, a distance of 60.70 feet to a point; thence South 62 degrees 17 minutes 59 seconds West, a distance of 254.01 feet to a point; thence North 83 degrees 06 minutes 37 seconds West, a distance of 141.33 feet to the concrete monument which marks the Northwest corner of said "Columbia Lakes II-Phase 1", also being a point of curvature; thence along a curve to the right having a radius of 779.35 feet, a central angle of 06 degrees 18 minutes 26 seconds and a chord of 85.75 feet which bears North 17 degrees 14 minutes 56 seconds East, and an arc length of 85.79 feet to the point of tangency of said curve; thence North 20 degrees 24 minutes 09 seconds East, a distance of 150.00 feet to a point; thence South 69 degrees 35 minutes 51 seconds East, a distance of 50.00 feet to a point; thence North 20 degrees 24 minutes 09 seconds East, a distance of 125.68 feet to a point; thence South 69 degrees 35 minutes 51 seconds East, a distance of 44.98 feet to a point; thence North 60 degrees 00 minutes 00 seconds East, a distance of 115.00 feet to a point; thence North 80 degrees 00 minutes 00 seconds East, a distance of 300.06 feet to a point; thence South 40 degrees 42 minutes 01 seconds East, a distance of 342.06 feet to a point; thence South 49 degrees 17 minutes 59 seconds West, a distance of 180.00 feet to a point; thence South 47 degrees 52 minutes 31 seconds West, a distance of 50.02 feet to a point, thence South 49 degrees 17 minutes 59 seconds West, a distance of 125.00 feet to the Point of Beginning.

NOW KNOWN AS:

"COLUMBIA LAKES II PHASE 2 FINAL PLAT BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501 TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded February 18, 1998 in Plat Envelope 2-71B as Document No. 220460.

EXCEPTING FURTHER, THE FOLLOWING PARCEL:

Part of U.S. Survey 644, Claim 501, in Township 1 South, Range 10 West of the Third Principal Meridian, City of Columbia, Monroe County, Illinois, being more particularly described as follows:

Beginning at the Southeast corner of Lot 46 of "Columbia Lakes II-Phase 1", reference being had to the Plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Envelope 2-68A; thence along the Southeasterly line of said "Columbia Lakes II-Phase 1" and the Southeasterly line of "Columbia Lakes II-Phase 2", reference being had to the plat thereof recorded in the Recorder's Office aforesaid in Envelope 2-71B, the following courses and distances:

North 32 degrees 30 minutes 37 seconds East, a distance of 46.86 feet to a point; thence North 17 degrees 19 minutes 44 seconds East, a distance of 90.52 feet to a point; thence North 49 degrees 17 minutes 59 seconds East, a distance of 458.62 feet to a point; thence North 47 degrees 52 minutes 31 seconds East, a distance of 50.02 feet to a point; thence North 49 degrees 17 minutes 50 seconds East, a distance of 180.00 feet to a point which lies on the Northeasterly line of said "Columbia Lakes II-Phase 2"; thence South 40 degrees 42 minutes 01 seconds East, along the Southeasterly extension of the Northeasterly line of said "Columbia Lakes II-Phase 2", a distance of 25.17 feet to a point; thence South 03 degrees 43 minutes 15 seconds East, a distance of 341.35 feet to a point; thence South 28 degrees 37 minutes 24 seconds West, a distance of 235.00 feet to a point; thence North 61 degrees 54 minutes 00 seconds West, a distance of 92.61 feet to a point; thence South 28 degrees 37 minutes 24 seconds West, a distance of 199.88 feet to a point which lies on the Northerly line of "Columbia Lakes I"; reference being had to the plat thereof recorded in the Recorder's Office aforesaid in Envelope 158C; thence along the Northerly line of said "Columbia Lakes I", the following courses and distances; North 61 degrees 42 minutes 01 second West, a distance of 172.22 feet to a point; thence North 76 degrees 42 minutes 01 second West, a distance of 175.00 feet to the Point of Beginning.

NOW KNOWN AS:

"COLUMBIA LAKES II PHASE 3 FINAL PLAT, BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501 TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE

COUNTY, ILLINOIS" reference being had to the plat thereof recorded September 16, 1998 in Envelope 2-80B as Document No. 225976 in the Recorder's Office of Monroe County, Illinois.

EXCEPTING FURTHER, THE FOLLOWING PARCEL:

Part of U.S. Survey 644, Claim 501, in Township 1 South, Range 10 West of the Third Principal Meridian, City of Columbia, Monroe County, Illinois, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 70 of "COLUMBIA LAKES II-PHASE 3", reference being had to the Plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Envelope 2-80B: thence North 28 degrees 37 minutes 24 seconds East, along the Southeast line of said Lot 70 and the extension thereof, a distance of 199.88 feet to a point which lies on the Southwest line of said Lot 87 of said "COLUMBIA LAKES II-PHASE 3"; thence South 61 degrees 54 minutes 00 seconds East, along the Southwest line of said Lot 87, a distance of 92.61 feet to the Southeast corner of said Lot 87; thence North 29 degrees 37 minutes 24 seconds East, along the Southeast line of Lots 87, 88 and 89 of said "COLUMBIA LAKES II-PHASE 3", a distance of 235.00 feet to the Southeast corner of Lot 90 of said "COLUMBIA LAKES II-PHASE 3"; thence North 03 degrees 43 minutes 15 seconds West, along the Northeast line of said Lot 90 of "COLUMBIA LAKES II-PHASE 3"; a distance of 134.56 feet to the Northeast corner of said Lot 90; thence South 61 degrees 54 minutes 00 seconds East, a distance of 293.59 feet to a point of curvature; thence along a curve to the left having a radius of 185.00 feet, a central angle of 07 degrees 29 minutes 54 seconds and a chord of 24.19 feet which bears South 32 degrees 22 minutes 21 seconds West, an arc length of 24.21 feet to the point of tangency of said curve; thence South 61 degrees 22 minutes 36 seconds East, a distance of 175.00 feet to a point; thence South 28 degrees 37 minutes 24 seconds West, a distance of 638.63 feet to an old pipe which lies on the Southwest line of U.S. Survey 644, Claim 501; thence North 61 degrees 54 minutes 00 seconds West, along said Southwest line of U.S. Survey 644, Claim 501, a distance of 449.19 feet to an old pipe which lies on the Southeast line of Lot 38 of "COLUMBIA LAKES I", reference being had to the plat thereof recorded in the Recorder's Office aforesaid in Envelope 158C; thence North 28 degrees 17 minutes 49 seconds East along said Southeast line of Lot 38, a distance of 115.00 feet to an old pipe which marks the Northeast corner of said Lot 3; thence North 61 degrees 42 minutes 01 seconds West, along the Northeast line of said Lot 38, a distance of 37.78 feet to the Point of Beginning.

NOW KNOWN AS:

"COLUMBIA LAKES II PHASE 4 FINAL PLAT, BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501 TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded January 15, 1999 in Plat Envelope 2-85B as Document No. 229302.

EXCEPTING FURTHER:

Part of Tax Lot 6 and a part of Tax Lot 8 of Survey 556, Claim 498 in Township 1 South Range 10 West of the 3rd Principal Meridian in Monroe County, Illinois as shown by a plat recorded in said Recorder's Office on page 106 of the Surveyor's Official Plat Record "A" being more particularly described as follows:

Commencing at an iron pin found at the most Easterly corner of Tax Lot 8 of said Survey 556, Claim 498; thence North 62 degrees 38 minutes 34 seconds West 268.12 feet along the Northerly line of Tax Lot 8 to the point of beginning. From said point of beginning: thence South 09 degrees 56 minutes 26 seconds West 146.19 feet; thence Southwesterly along a tangent curve having a radius of 15 feet, a central angle of 26 degrees 39 minutes 20 seconds and an arc length of 6.98 feet, the radius point of said curve bears North 80 degrees 03 minutes 34 seconds West from the beginning of said curve to a point on the existing Northeasterly right of way line of FA Route 14 (marked Illinois Route 3); thence North 29 degrees 17 minutes 02 seconds West 99.15 feet along said existing Northeasterly right of way line; thence North 17 degrees 58 minutes 27 seconds West 296.77 feet along said existing Northeasterly right of way line; thence Northeasterly along a tangent curve being the existing Northeasterly right of way line of FA Route 4, said curve right of way line having a radius of 2529.35 feet, a central angle of 18 degrees 16 minutes 14 seconds and an arc length of 806.56 feet, the radius point of said curve bears North 72 degrees 01 minutes 33 seconds East from the beginning of said curve; thence Southeasterly along a non-tangent curve having a radius of 2138.68 feet, a central angle of 27 degrees 57 minutes 36 seconds and an arc length of 1043.67 feet; thence radius point of said curve bears North 87 degrees 11 minutes 17 seconds East from the beginning of said curve; thence South 15 degrees 41 minutes 26 seconds West 23.95 feet to the Northerly line of said Tax Lot 8; thence North 62 degrees 38 minutes 34 seconds West 0.67 feet along said Northerly line to the point of beginning.

Situated in the County of Monroe and the State of Illinois.

PARCEL 2:

Part of U.S. Survey 644, Claim 501 Township 1 South Range 10 West of the 3rd Principal Meridian, Monroe County, Illinois being more particularly described as follows:

Beginning at an axle which marks the point of intersection of the Northerly line of U.S. Survey 644, Claim 501 and the line between Sections 4 and 5, Township 1 South, Range 10 West; thence at an assumed bearing of North 61 degrees 46 minutes 32 seconds West along the Northerly line of U.S. Survey 644, Claim 501 a distance of 222 feet to a point; thence North 79 degrees 34 minutes 55 seconds East a distance of 162.22 feet to a point; thence South 80 degrees 52 minutes 57 seconds East a distance of 46.20 feet to a point which lies on the line between Sections 4 and 5; thence South 04 degrees 18 minutes 16 seconds West along the line between Sections 4 and 5 a distance of 127.36 feet to the point of beginning.

Situated in the County of Monroe and the State of Illinois.

PARCEL 3:

Part of U.S. Survey 644, Claim 501, Township 1 South Range 10 West of the 3rd Principal Meridian, City of Columbia, Monroe County, Illinois being more particularly described as follows:

Beginning at an axle found which marks the point of intersection of the Northerly line of U.S. Survey 644, Claim 501 and the line between Section 4 and 5 Township 1 South Range 10 West; thence at an assumed bearing of South 80 degrees 02 minutes 54 seconds West a distance of 83.95 feet to an iron pin found which marks the Northwest corner of a tract of land conveyed to Harold A. Diehl and Helen Diehl by deed recorded in the Recorder's Office of Monroe County, Illinois in Book of Deeds 71 on page 93; thence North 88 degrees 38 minutes 44 seconds West along the North line of said Diehl tract a distance of 120 feet to an iron pin found which marks the Northwest corner of said Diehl tract and the Northeast corner of a tract of land conveyed to Russell Y. Horsley and Darlene J. Horsley by deed recorded in the Recorder's Office of Monroe County, Illinois in Book of Deeds 118 on page 13; thence South 79 degrees 49 minutes 56 seconds West a distance of 115.17 feet to a survey marker found which marks the Northwest corner of said Horsley tract and the Northeast corner of a tract of land conveyed to Ella Diehl Land Trust by deed recorded in the Recorder's Office of Monroe County, Illinois in Book of Deeds 152 on page 316; thence South 79 degrees 49 minutes 56 seconds West along the North line of said Ella Diehl Land Trust tract, a distance of 206.91 feet to a point which lies on the Easterly right of way of F.A. Route 4 (a.k.a. Old Route 3); thence North 14 degrees 01 minutes 47 seconds East along the Easterly right of way of F.A. Route 4 (a.k.a. Old Route 3) a distance of 124.39 feet to a point which lies on the South line of a tract of land conveyed to Thomas Bachelier by deed recorded in the Recorder's Office of Monroe County, Illinois in Book of Deeds 205 on page 421; thence North 79 degrees 48 minutes 28 seconds East along the Southerly line of said Bachelier tract a distance of 298.62 feet to an iron pin found; thence South 61 degrees 46 minutes 32 seconds East continuing along the Southerly line of said Bachelier tract a distance of 222 feet to the point of beginning.

EXCEPTING FURTHER any part of the above Parcels 1 & 2 & 3 falling within the platted subdivisions known as:

"COLUMBIA LAKES III, PHASE I, FINAL PLAT BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501, TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded July 24, 2002 in Envelope 2-152B as Document No. 00261807 in the Recorder's Office of Monroe County, Illinois.

"COLUMBIA LAKES III-PHASE 2 FINAL PLAT, BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501 TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded September 25, 2003 in Envelope 2-167A as Document No. 00280485 in the Recorder's Office of Monroe County, Illinois.

"COLUMBIA LAKES III-PHASE 3, FINAL PLAT, BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501 TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Plat Envelope 2-185B, as Document No. 289818.

"COLUMBIA LAKES III-PHASE 4, FINAL PLAT, BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501 TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Plat Envelope 2-188A, as Document No. 292185.

"COLUMBIA LAKES III-PHASE 5, FINAL PLAT, BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501 TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Plat Envelope 2-211A, as Document No. 302950.

"COLUMBIA LAKES IV, FINAL PLAT, BEING A SUBDIVISION OF PART OF U.S. SURVEY 644, CLAIM 501 TOWNSHIP 1 SOUTH RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS"; reference being had to the plat recorded in the Recorder's Office of Monroe County, Illinois in Plat Envelope 2-253B, as Document No. 330259.

Situated in County of Monroe and the State of Illinois.

WITHOUT LIMITING THE FOREGOING, THE DEED SPECIFICALLY EXCLUDES:

Part of U.S. Survey 644, Claim 501 Township 1 South Range 10 West of the 3rd Principal Meridian, City of Columbia, Monroe County, Illinois being more particularly described as follows:

Beginning at the iron pin which marks the Southeast corner of Lot 223 of "Columbia Lakes III-Phase 4"; reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Envelope 2-188A; thence along the Easterly line of "Columbia Lakes III-Phase 4", the following courses and distances: an assumed bearing of North 28 degrees 22 minutes 11 seconds East a distance of 120.36 feet to an iron pin set; thence North 61 degrees 37 minutes 49 seconds West a distance of 151.99 feet to an iron pin set; thence North 28 degrees 22 minutes 11 seconds East a distance of 109.98 feet to an iron pin set; thence North 15 degrees 06 minutes 48 seconds East a distance of 50.84 feet to a iron pin set being a point of curvature; thence along a curve to the left having a radius of 185 feet, a central angle of 32 degrees 28 minutes 29 seconds and a chord of 103.46 feet which bears North 82 degrees 12 minutes 45 seconds West, an arc length of 104.86 feet to the point of tangency of said curve; thence North 23 degrees 42 minutes 04 seconds West a distance of 244.74 feet to a point; thence North 08 degrees 29 minutes 54 seconds West a distance of 50.91 feet to a point; thence North 36 degrees 35 minutes 51 seconds West a distance of 173.89 feet to a concrete monument set; thence North 00 degrees 19 minutes 04 seconds West a distance of 29.81 feet to a iron pin found which marks the Northeast corner of Lot 246 of "Columbia Lakes III-Phase 4" also being the Southeast corner of Lot 247 of "Columbia Lakes III-Phase 3"; reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Envelope 2-185B; thence along the Easterly line of "Columbia Lakes III-Phase 3" the following courses and distances: North 00 degrees 19 minutes 04 seconds West a distance of 92 feet to an iron pin set; thence North 08 degrees 03 minutes 39 seconds West a distance of 51.77 feet to an iron pin set being a point of curvature; thence along a curve to the left having a radius of 525 feet a central angle of 06 degrees 49 minutes 48 seconds and a chord of 62.55 feet which bears North 87 degrees 11 minutes 43 seconds West, an arc length of 62.58 feet to the point of tangency of said curve; thence North 00 degree 36 minutes 37 seconds West a distance of 130.32 feet to an iron pin set which marks the Northeast corner of Lot 248 of "Columbia Lakes III-Phase 3"; thence South 80 degrees 25 minutes 49 seconds East departing the Easterly line of "Columbia Lakes III-Phase 3" a distance of 1219.42 feet to an iron pin set; thence South 27 degrees 35 minutes 53 seconds West a distance of 1286.46 feet to a concrete monument set; thence North 61 degrees 37 minutes 49 seconds West a distance of 245.50 feet to an iron pin found which marks the Southeast corner of 221 of "Columbia Lakes III-Phase 5"; reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Envelope 2-211A; thence North 01 degrees 31 minutes 05 seconds East along the East line of "Columbia Lakes III-Phase 5" a distance of 167.73 feet to the point of beginning.

Situated in the County of Monroe and the State of Illinois.

Exhibit B

Preliminary Plat for Fox Run Estates

"FOX RUN ESTATES"
PRELIMINARY PLAT - NOT FOR RECORD
Being a Subdivision of Part of U.S. Survey 644, Claim 501
and Part of Sections 4 and 5
Township 3 South, Range 10 West
of the Third Principal Meridian
City of Columbia, Monroe County, Illinois

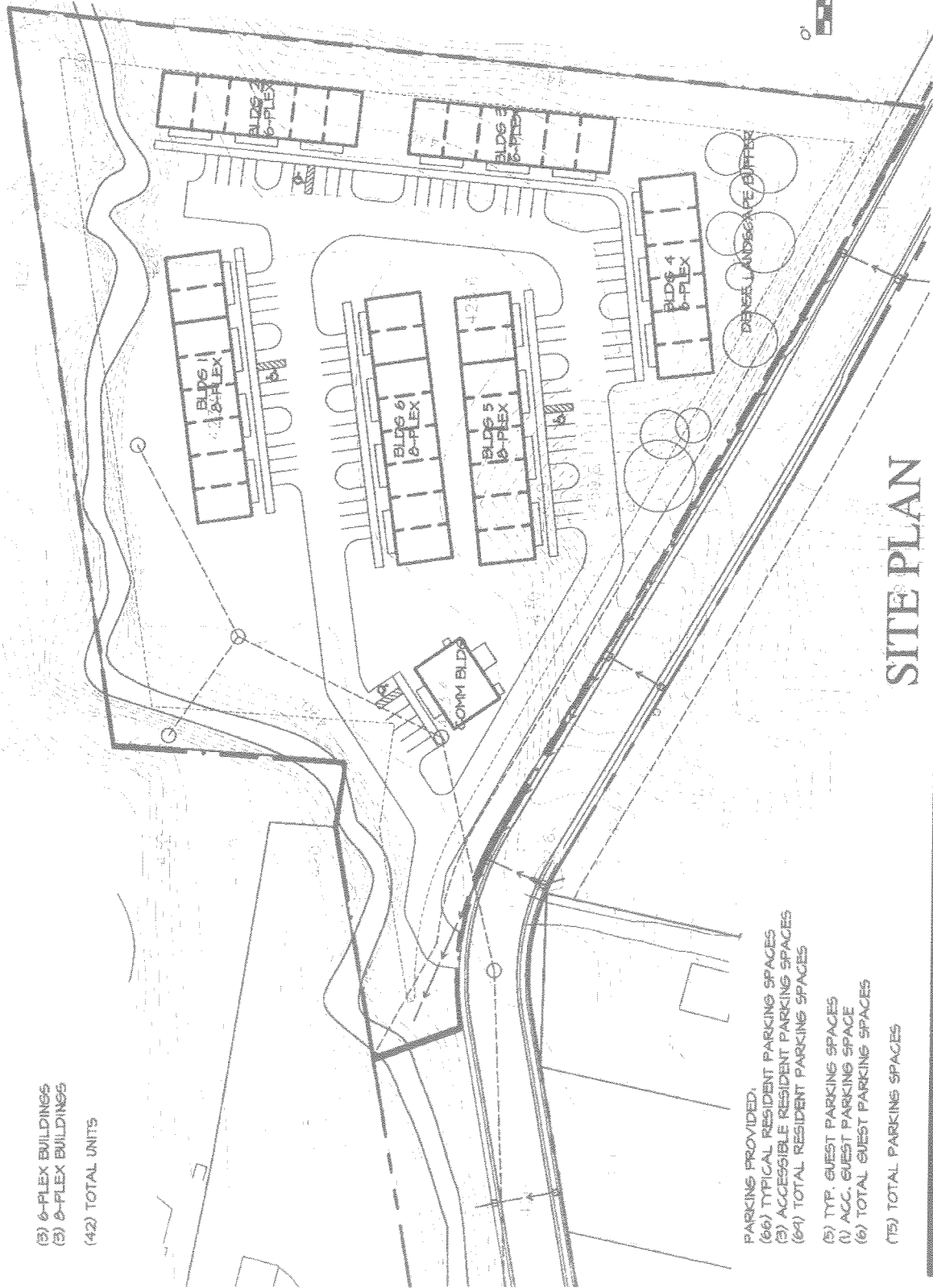


LOT AREA SUMMARY		BLOCK	
LOT NO.	ACRES	LOT NO.	ACRES
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3	0.2792	23	0.2792
4	0.2792	24	0.2792
5	0.2792	25	0.2792
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245	0.2792	265	0.2792
246	0.2792	266	0.2792
247	0.2792	267	0.2792
248	0.2792	268	0.2792
249	0.2792	269	0.2792
250	0.2792	270	0.2792
251	0.2792	271	0.2792
252	0.2792	272	0.2792
253	0.2792	273	0.2792
254	0.2792	274	0.2792
255	0.2792	275	0.2792
256	0.2792	276	0.2792
257	0.2792	277	0.2792
258	0.2792	278	0.2792
259	0.2792	279	0.2792
260	0.2792	280	0.2792
261	0.2792	281	0.2792
262	0.2792	282	0.2792
263	0.2792	283	0.2792
264	0.2792	284	0.2792
265	0.2792	285	0.2792
266	0.2792	286	0.2792
267	0.2792	287	0.2792
268	0.2792	288	0.2792
269	0.2792	289	0.2792
270	0.2792	290	0.2792
271	0.2792	291	0.2792
272	0.2792	292	0.2792
273	0.2792	293	0.2792
274	0.2792	294	0.2792
275	0.2792	295	0.2792
276	0.2792	296	0.2792
277	0.2792	297	0.2792
278	0.2792	298	0.2792
279	0.2792	299	0.2792
280	0.2792	300	0.2792
281	0.2792	301	0.2792
282	0.2792	302	0.2792
283	0.2792	303	0.2792
284	0.2792	304	0.2792
285	0.2792	305	0.2792
286	0.2792	306	0.2792
287	0.2792	307	0.2792
288	0.2792	308	0.2792
289	0.2792	309	0.2792
290	0.2792	310	0.2792
291	0.2792	311	0.2792

Exhibit C

Senior Housing

(3) 6-PLEX BUILDINGS
 (3) 8-PLEX BUILDINGS
 (42) TOTAL UNITS



PARKING PROVIDED:
 (66) TYPICAL RESIDENT PARKING SPACES
 (3) ACCESSIBLE RESIDENT PARKING SPACES
 (69) TOTAL RESIDENT PARKING SPACES
 (5) TYP. GUEST PARKING SPACES
 (1) ACC. GUEST PARKING SPACE
 (6) TOTAL GUEST PARKING SPACES
 (75) TOTAL PARKING SPACES

SITE PLAN

Exhibit D

Indentures and Restrictive Covenants

INDENTURE OF TRUST AND RESTRICTIONS

FOX RUN ESTATES

COLUMBIA, ILLINOIS



INDENTURE OF TRUST AND RESTRICTIONS

FOX RUN ESTATES

COLUMBIA, ILLINOIS

WHEREAS, the maker of this **Indenture of Trust and Restrictions** (hereinafter referred to as "**Indenture**") is **Admiral Parkway, Inc.**, an Illinois corporation (hereinafter referred to as "**Admiral**"), being the owner and subdivider of all the real estate contained in **Fox Run Estates Subdivision**, a subdivision of the City of Columbia, Monroe County, Illinois, as per plat thereof to be recorded with the Office of the Recorder of Deeds, Monroe County, Illinois, which plat and lots shown thereon, and this instrument shall be complimentary to each other; and which property is more particularly described on **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as "**Fox Run Estates**" or "**Subdivision**").

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

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

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land as a restricted neighborhood and to protect the same against certain uses by the adoption of a sound urban environment plan and scheme of restrictions, and to apply that plan and scheme of restrictions to all of the land described on future plats which are made subject to this Indenture, including all Common Ground, and mutually to benefit, guard, and restrict future residents of Fox Run Estates, and to foster their health, welfare and safety; and

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

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made to the parties hereto each to the other, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or

otherwise hold through them, together with their heirs, successors, or assigns, any of the lots and parcels of land in plats of Fox Run Estates, all as described herein as follows, to wit:

See Exhibit A

I. HOMEOWNER'S ASSOCIATION

Admiral shall establish a not for profit corporation to be formed under the laws of the State of Illinois, for the purposes of assuming the rights and liabilities delegated the same in this document, said corporation hereinafter to be known as **Fox Run Estates Homeowner's Association ("FREHA")** or "**Homeowner's Association**".

Admiral reserves the right and retains all votes and control until all lots are sold. After all lots have been sold, each lot of the subject premises automatically constitutes one vote in all matters of voting. All lot owners are automatically members of the Homeowner's Association. If any lot is held by co-owners, they shall delegate among themselves the party who shall exercise the vote of said parcel before FREHA and they shall further certify that name of said party to FREHA in writing. If the co-owners cannot agree and fail to certify the name in writing, that lot shall not be entitled to a vote.

II. RESERVATION OF EXPENDITURES

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

III. CONVEYANCE TO FREHA

WHEREAS, Admiral may by warranty deed or by designation of "Common Ground" on plats of Fox Run Estates, convey to the FREHA herein designated in perpetuity, the following described real estate, situated in the City of Columbia, County of Monroe, State of Illinois:

Areas designated as "Common Ground" on plats of Fox Run Estates, same having been recorded with the Office of the Recorder of Deeds, Monroe County, Illinois; as well as "Common Ground" which may be reflected on future plats of Fox Run Estates which may be made subject to restrictions contained hereby by Admiral.

FREHA shall continue ownership of the real estate for the duration of Fox Run Estates, a subdivision to be developed under the ordinances of the City of Columbia, Illinois, it being the intent of Admiral that the common properties held hereunder be and remain used and maintained for the common benefit of all lot owners and residents so long as all or part of Fox Run Estates shall be developed for residential purposes. Upon vacation of the Subdivision constituting this

residential development, title to the Common Ground shall thereupon be conveyed from FREHA to the then lot owners of Fox Run Estates as tenants in common.

IV. FREHA DUTIES AND POWERS

Admiral hereby invests FREHA and its successors with the rights, powers and authorities described in this instrument, and with the following rights, powers and authorities:

1. To acquire and hold the Common Ground hereinabove described and conveyed to FREHA by separate instrument on even date herewith, which said Common Ground is set forth and shown on plats of Fox Run Estates all in accordance with and subject to provisions of this instrument, and to deal with any Common Ground acquired under the provisions hereinafter set forth.

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

3. To exercise control over any Common Ground and cul-de-sacs shown on said plats; pay real estate taxes and assessments herein provided; to repair, maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures, and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation entertainment, education and general use of the owners of lots in Fox Run Estates all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of Common Ground, all for the benefit and use of the owners of the lots in Fox Run Estates and according to the discretion of the FREHA.

4. To prevent any infringement and to compel the performance of any restrictions set out in this Indenture or established by law, and also any rules and regulations issued by FREHA conveying the use of said Common Ground or any matters relating thereto. This provision is intended to be cumulative and not to restrict the right of any property owner to proceed in his/her own behalf, but the power and authority herein granted to FREHA is intended to be discretionary and not mandatory.

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

6. To clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. FREHA, its agents or employees shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement, removal or planting.

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

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

9. To purchase and maintain in force, liability insurance, protecting FREHA from any and all claims, for personal injuries and property damage arising from use of Common Ground and facilities.

10. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time to enter into contracts, loan agreements, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Homeowner's Association, its agents, and employees.

11. In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to FREHA for any public purpose, FREHA is hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only FREHA need be made a party, and in any event the proceeds received shall be held by FREHA for the benefit of those entitled to the use of the Common Ground, roads or easements.

12. Notwithstanding any other condition herein, FREHA shall make suitable provisions for compliance with all Subdivision and other ordinances, rules and regulations of Fox Run Estates or any municipality of which the Subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, FREHA shall make provision for the maintenance and operation of all easements, streets and roads, cul-de-sacs, entrance lights, street lights, sidewalks, Common Ground, shrubbery, entrance markers and any and all other non-public items, if any, including, but not limited to, storm water sewers, sanitary sewer trunks and all other items used by the owners of the lots in Fox Run Estates.

V. ASSESSMENTS

FREHA and its successors in office are hereby authorized, empowered and granted the right to make assessments upon and against lots in Fox Run Estates for the purposes herein stated

and at the rate hereinafter provided, and in the manner and subject to the provisions of this instrument.

1. (a) FREHA and its successors are authorized to make uniform assessments, except as hereinafter provided, of a sum not to exceed One Hundred Fifty Dollars (\$150.00) per lot in each calendar year upon and against the several lots or parcels of land in said Subdivision for the purpose of carrying out any and all of the general duties and powers of FREHA as described and for the further purpose of enabling FREHA to defend and enforce restrictions, adequately to maintain streets, if required, Common Ground, utilities and trees in the crosswalks, and other recreational facilities, and to dispose of garbage or rubbish, to perform or execute any powers or duties provided for in this instrument, or otherwise properly to protect the health, safety and general welfare of the property owned.

(b) If at any time FREHA considers it necessary to make any expenditure requiring an assessment additional to the annual assessment, it shall submit a written outline of the contemplated project and the amount of the assessment required, to the owners of each lot in the Subdivision. This additional assessment must then be approved in writing by fifty five percent (55%) of such owners. The approval may be obtained by FREHA by securing the signatures of not less than fifty five percent (55%) of the owners of lots in the Subdivision to an agreement authorizing the additional assessments or by the affirmative vote of at least fifty five percent (55%) of such owners in the Subdivision at a meeting called for such purpose. Notice of such special assessment shall be given with such assessment becoming delinquent thirty (30) days after the date of such notice.

(c) Any lots or parcels owned by Admiral shall not be subject to any assessment provide for herein.

2. All assessments shall bear interest at the rate of twelve percent (12%) per annum from the date of delinquency and such assessment, together with interest, shall constitute a lien upon the lot or parcel against which it is assessed until the amount, together with interest and charges, is fully paid. As an assessment becomes delinquent, FREHA may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded with the Office of the Recorder of Deeds, Monroe County, Illinois. Such assessment may be enforced in the same manner as is provided by law for the enforcement of a mortgage lien against real estate, except that such assessment shall not have priority over existing mortgages. Should an owner pay an assessment after the recording of a notice thereof, as herein provided, FREHA shall release said lien (as shown by recorded instrument) by executing, acknowledging and recording (as the expense of the owner of the property affected) a release of such assessment with respect to any lot or parcel affected, and FREHA shall cause to be noted from time to time in the minutes of their proceedings, the payments made on account of assessments.

FREHA shall deposit the funds received in a bank, savings and loan association, or other account protected by the Federal Deposit Insurance Corporation. The treasurer shall be bonded for the proper performance of his/her duties in an amount fixed by FREHA.

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

VI. INDENTURE AND RESTRICTIONS

Admiral, being the owner of real estate lying and situated in Columbia, Monroe County, Illinois, and being more particularly described in the final development plats of Fox Run Estates, by this Indenture, does impose upon all property as described on **Exhibit A**, attached hereto and made a part hereof, the following restrictions and conditions, to wit:

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

2. Architectural Control. No improvement will be commenced, constructed, placed or altered on any parcel until the building plans (including plot plans and specifications) and sufficient description for each allowed type of improvement have been submitted to Admiral and approved in writing. Admiral may, in its discretion, provide a checklist to be completed. In granting such approval, Admiral may consider the conformity and harmony of external design of all the improvements; the aesthetics including specifications of principal exterior materials and color schemes; location thereof in relation of lot lines, topography, grade, the location and character and method of utilization of all utilities, including water supply, electricity and sewage disposal. Admiral agrees to use reasonable judgment in passing upon said submitted plans and descriptions, but shall not be liable to any person for Admiral's actions in connection with submitted plans and descriptions, unless it shall be showing that it acted with malice and wrongful intent. If Admiral fails to approve or disapprove the submitted plans and descriptions in any instance within sixty (60) days after same have been submitted to it, the approval of Admiral hereunder shall be presumed.

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

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

All homes must contain a minimum square footage of one thousand four hundred (1,400) square feet, not including garages, porches, basements, breezeways, verandas or terraces, etc.

All residential lots must have at least a two (2) car attached garage and minimum size of four hundred eighty four (484) square feet. Carports are prohibited.

One hundred percent (100%) of the exposed wall surface of the front and both sides of all homes shall be stone or brick.

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

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

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

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

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

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

5. Land Use and Building Type. All land in Fox Run Estates shall be developed in accordance with preliminary and final development plats submitted by Admiral, its heirs, successors, and assigns.

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

7. Signs. No signs shall be erected or displayed in public view on any lot other than those used for commercial use except, one (1) sign, not larger than five (5) square feet, advertising

the property for sale or rent. EXCEPT THAT, any signs may be erected by Admiral in the development of the Subdivision,. Should Admiral not develop all the land and should it convey any part to other buildings, Admiral may grant such other builders or developers the right to place suitable signs on lots during construction and prior to the initial sale of the buildings constructed thereon. The permitted sign shall not exceed five (5) square feet in size.

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

8. Animals. No animals, livestock, rabbits, goats, hogs, pigeons or poultry of any kind shall be raised, bred, or kept on any lot or parcel, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes whatsoever and do not exceed two (2) in number per lot.

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

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

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

11. Satellite Dishes, Solar Panels and Antennae: No satellite dishes may be placed on any lot or improvement thereon except with appropriate screening and shall be located behind the rear of the dwelling structure. The location and construction of any satellite dish and appropriate screening shall be subject to the provisions of paragraph VI.2 above. The construction and installation of any satellite dish shall be in accordance with the City of Columbia, Illinois' Municipal Code and ordinances as they now exist or may hereafter be amended.

No television or radio antennae shall be permitted on any buildings or elsewhere on the lot except hidden within the dwelling structure.

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

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

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No

derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

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

15. Above Ground Structures. No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip of the Subdivision. No basketball net, backboards or other equipment or apparatus may be placed on any lot or improvement except such equipment may be located behind the rear of the dwelling structure.

16. Abandoned Vehicles. No commercial trucks, campers, recreational vehicles, boats and/or construction vehicles of any kind or description may be parked on any of the driveways or streets of the tract of land covered hereunder. All such vehicles must be garaged. No abandoned cars, motorcycles, jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or suffered to remain upon any of the Common Ground or the lot areas of this Subdivision. If said motor vehicles are so stored or remain on the aforesaid premises, FREHA shall take the necessary action to remove same.

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

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

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

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

Noise emanating from any use shall not be of such a volume or frequency as to be unreasonably offensive at or beyond the property line.

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

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

19. Maintenance of Lawn, Land, Etc. The land and all improvements shall be maintained by the owner of any parcel, in good condition and repair. All lawns are to be kept properly cut and trimmed.

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

20. Slope Control Areas. Slope control areas, **if any**, are reserved as shown on the recorded Subdivision plat. Within these slope control areas, no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. The slope control area of each lot area and all improvements in them shall be maintained continuously by the owners of the lot, except for those improvements for which public authority or utility company is responsible.

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

22. Owner's Obligation to Rebuild or Demolish. If all or any part of a residence or accessory building or improvement on a lot is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with due diligence either: (i) to rebuild, repair or reconstruct the same in a manner which will substantially restore it to its appearance and condition immediately prior to its casualty, or (ii) to demolish the same and remove the debris thereof (including concrete foundations, concrete floors and footings, etc.) and to backfill any excavation or cavity created thereafter. Reconstruction or demolition shall be undertaken within two (2) months after the damage occurs, and reconstruction shall be completed within nine (9) months, or demolition shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the owner.

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

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

25. Enforcement. Any property owner possessing a fee simple interest in any lot shall have the right to enforce the easements, conditions, restrictions, reservations, and limitations provided herein, in a lawful manner.

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

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

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

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

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

28. Liability of FREHA. FREHA, its agents, directors and employees shall not be responsible for any act in which they are empowered to exercise their judgment and discretion, and shall only be held accountable for their willful misconduct. They shall not be required to expend any money for payment of taxes, maintenance of storm and sanitary sewers, parkways, street lighting or any other improvements, or any other non-public items, if any, in excess of the assessment collected by them. They may retain a reasonable cash reserve from such assessments and expend only such sums for maintenance and improvements as they, in their sole discretion

deem necessary. FREHA shall not be entitled to any compensation for services performed pursuant to this covenant.

29. Amendment. After all lots have been sold, this Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by a written agreement by the then record owners of the fee simple title of two-thirds (2/3) of the lot owners in the Subdivision then included under the terms of this Indenture.. Any such amendments, alterations, change or discontinuance shall, when duly certified and acknowledged by FREHA and recorded with the Office of the Recorder of Deeds, Monroe County, Illinois, become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of Admiral so long as it is an owner of one lot in any plat of Fox Run Estates.

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

IN WITNESS WHEREOF, ADMIRAL PARKWAY, INC., has hereunto executed this Indenture of Trust and Restrictions as of the _____ day of _____, 2015.

ADMIRAL PARKWAY, INC.

By: _____
Joseph G. Koppeis, President

ATTEST:

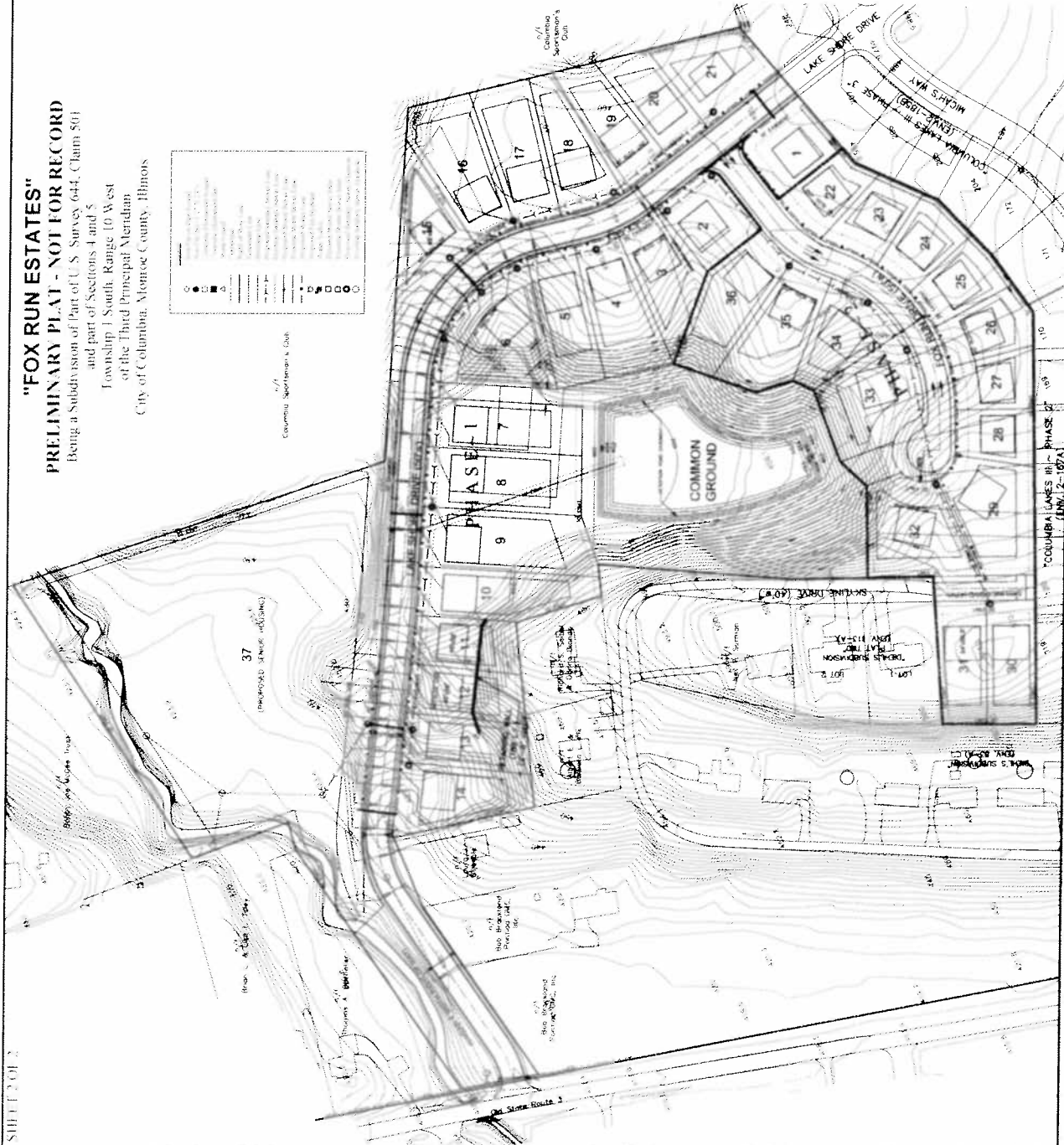
Patricia A. Koppeis, Secretary

Exhibit A

Property

[See attachment hereto.]

"FOX RUN ESTATES"
PRELIMINARY PLAT - NOT FOR RECORD
Being a Subdivision of Part of U.S. Survey 644, Chain 501
and part of Sections 4 and 5
Township 1 South, Range 10 West
of the Third Principal Meridian
City of Columbia, Monroe County, Illinois



MANUAL DETAIL
THE UNDERSIGNED ENGINEER HAS EXAMINED THE PLAT OF THE FOX RUN ESTATES AND BEARS WITNESS TO THE CORRECTNESS OF THE SURFACE AND VERTICAL ALIGNMENT OF THE PROPOSED HIGHWAY AND TO THE CORRECTNESS OF THE SURFACE AND VERTICAL ALIGNMENT OF THE PROPOSED HIGHWAY AND TO THE CORRECTNESS OF THE SURFACE AND VERTICAL ALIGNMENT OF THE PROPOSED HIGHWAY.

JOHN W. MOSE
COUNTY CLERK
COLUMBIA, ILL.
DATE OF RECORD: 11/20/76

MANUAL DETAIL

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JOHN W. MOSE
COUNTY CLERK
COLUMBIA, ILL.
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MONROE COUNTY, ILLINOIS
NOVEMBER 14, 2014
SHEET 2 OF 2

Exhibit E

Apartment Buildings



SUMMARY
 GROSS AREA ±10.7 ACRES
 UNITS ±120 UNITS
 PARKING ±240 SPACES



CONCEPT PLAN
 12/23/2024

Exhibit F

Photos of Apartment Buildings

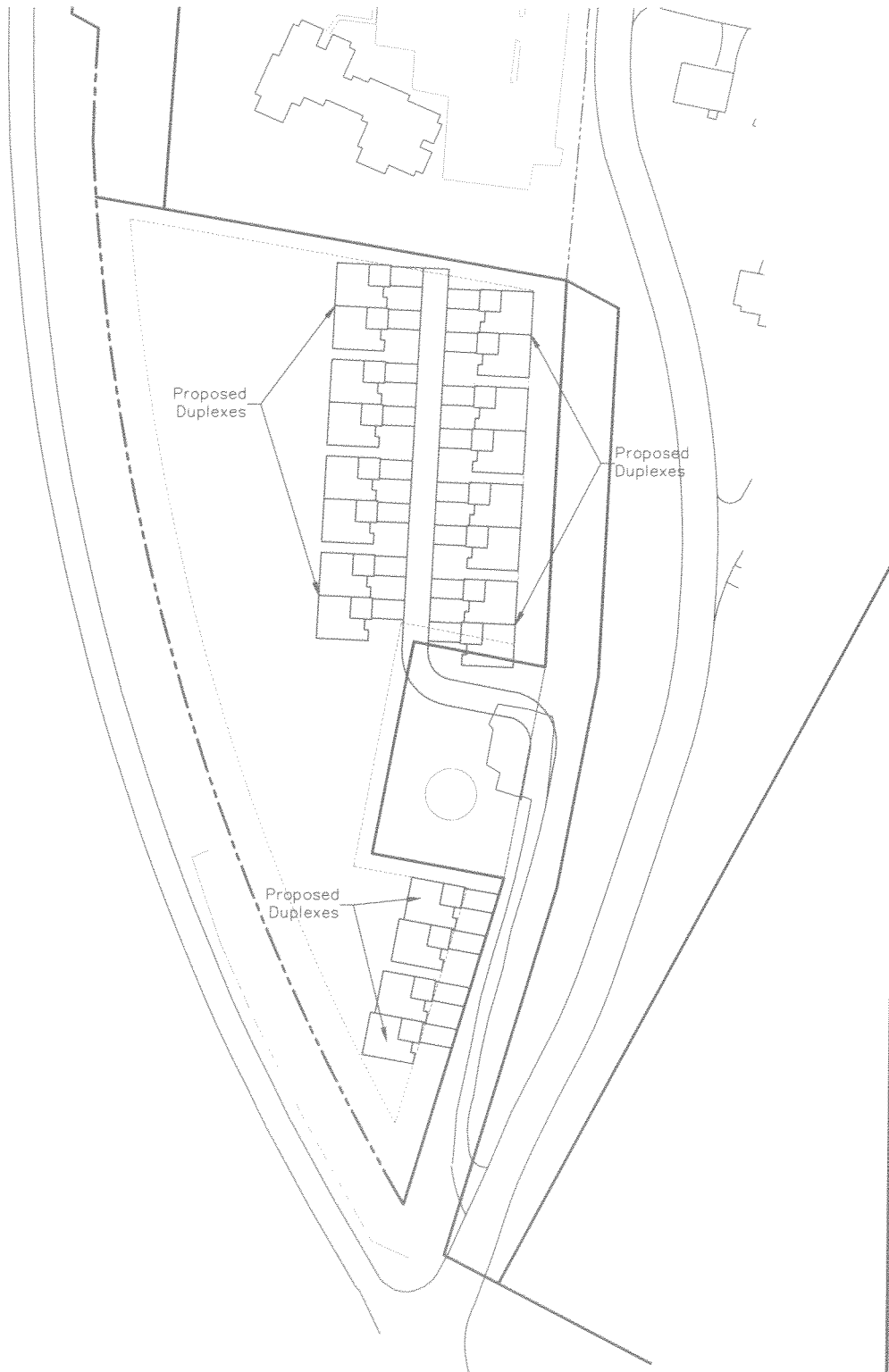




Exhibit G

Upscale Condos or Villas

PROPOSED CONCEPT PLAN



100' 0' 100' 200'

SCALE: 1" = 100'


PLAT PREPARED FOR Joe Koppeis		
SURVEYED:	 HENECHAN AND ASSOCIATES, P.C. ENGINEERS ~ SURVEYORS 310A Vision Drive Columbia, Illinois 62236 (618)281-8133 FAX (618)281-6290 www.heengr.com	
DRAWN:		
JMV (01/15)		
CHECKED:		
APPROVED:	PROJECT NO.: 60274-200	DATE: JAN. 20, 2015

Exhibit H

Photos of Upscale Condos or Villas

