

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
HERITAGE LAKE ASSOCIATION**

THIS DECLARATION is made this 27th day of March 2010, by Heritage Lake Association.

WITNESSETH:

WHEREAS, Heritage Lake Association is the owner of all of the lands contained in the area known as the “Heritage Lake Subdivision,” being a Subdivision of Mackinaw Township, T24N, R 2W of the Third Principal Meridian, Tazewell County, Illinois, as shown and described on the plats thereof recorded in Book O, Page 55 in the Office of the Recorder of Deeds for the County of Tazewell, State of Illinois; and

WHEREAS, Heritage Lake Association is about to sell and convey lots situated within said Heritage Lake Subdivision hereinafter referred to as the “Development” and before doing so, desires to subject and impose upon the Development mutual and beneficial restrictions, covenants, conditions, easements, liens and charges, hereinafter referred to as the “Restrictions” for the benefit and the complement of all of the lots in the Development and the future owners thereof.

Titles, Etc. The titles preceding the various paragraphs and sub-paragraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

NOW THEREFORE, the Heritage Lake Association hereby declares that the real property located within the Development shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions all of which are declared and agreed to be in furtherance of a common plan for improvement of the Development, established by the Heritage Lake Association for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each lot and parcel situated therein. All of these Restrictions shall run with the land and shall be binding upon the Heritage Lake Association and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof. (Such persons being sometimes hereinafter referred to as “Owners.”) The Heritage Lake Association specifically reserves unto itself the right and privilege, prior to the sale by it of the particular lot or tract of land concerned therewith, to designate any such lot or tract of land within the Development as being commercial in character; and, where necessary, to apply to the necessary governmental body for such commercial classification or zoning.

1. Residential Character of the Development

In general, every numbered lot in the Heritage Lake Development, unless it is otherwise designated by the Heritage Lake Association, is a residential lot and shall be used exclusively for Single-family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said lots, except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house.

A. Residential Use of Accessory Outbuildings, Etc., Prohibited.

No accessory outbuildings shall be erected on any of said lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding, or any temporary structure which may be constructed upon such lot under these restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

B. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited.

No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Environmental Control Committee" hereinafter described, and the decision of that Committee shall be binding on all parties concerned.

2. Restrictions Concerning Size and Placement of Dwelling Houses and Other Structures and the Maintenance Thereof.

A. Minimum Living Space Areas.

No dwelling shall be constructed on any lot in the Development having less than the following minimum square footages of living space, exclusive of porches, terraces, garages, carports and other buildings. No house or dwelling shall be constructed having less than 750 square feet of living space. In the case of one-story houses, all 750 square feet of living space shall be situated on the first floor of said house. In the case of multi-story houses, there shall be a minimum of 750 square feet of living space on the first floor. In determining the amount of square footage contained within a house, there shall not be taken into consideration any area which wholly or substantially below ground level.

B. Set-back Requirements.

In General, except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Development (except fences, the placement of which is provided for hereinafter) except as follows:

1. Front Yards - The front building setback line shall be equal to one-half (1/2) of the width of the adjoining road right-of-way. In the event that on a particular lot the width of said lot shall be less than sixty (60) feet at that point, then the building set-back line on that lot shall be established at the point where said lot has a minimum width of sixty (60) feet.

2. Side Yards - The side yard set-back line shall be not less than ten (10) feet from the side line of the lot, except where said lot is a corner lot, and in such case the minimum side yard set-back line shall be equal to one-half (1/2) of the width of the adjoining road right-of-way.

3. Rear yards - If the rear of a particular lot abuts on a road, whether public or private, the minimum rear setback line shall be equal to one-half (1/2) of the right-of-way of said road. If the rear of a

particular lot abuts on Heritage Lake, the minimum rear setback line shall be fifty (50) feet from the normal high water mark of said Lake, which is at elevation 657 feet. In all other cases, the minimum rear setback line shall be thirty (30) feet or twenty-five (25) percent of the depth of the lot, whichever is greater.

4. Definitions: “Side line” is a lot boundary line that extends from the road on which the lot abuts to the rear line of side lot. “Rear line” is the lot boundary line that is farthest from, and substantially parallel to the road on which the lot abuts, except that on corner lots it may be determined from either abutting road.

5. Cul de Sacs - If the particular lot abuts on a cul de sac, the front building Set-back line shall be on an arc the radius of which is equal to the radius of the cul de sac plus thirty-three (33) feet.

C. Fences

In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all property lines shall be free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Environmental Control Committee (as it is hereinafter described), a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such cases, the Committee shall determine the size, location, height and composition of the fence or other enclosure.

D. Exterior Construction Materials

The finished exterior of every building constructed or placed on any numbered lot in the Development shall be of material other than tarpaper, roll brick siding or other similar material.

E. Diligence in Construction

Every building whose construction or placement on any numbered lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

F. Prohibition of Used Structures

All structures constructed or placed on any numbered lot in the Development shall be constructed with a substantial quantity of new materials, and no used structures shall be relocated or placed on any such lot.

G. Maintenance of Lots and Improvements

The owner of each lot in the Development shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and specifically, such owner shall:

- 1.** Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon
- 2.** Remove all debris or rubbish from said lot.
- 3.** Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.
- 4.** Cut down and remove dead trees from said lot **when they become a safety hazard.**
- 5.** Where applicable, prevent debris or foreign material from entering Heritage Lake; or
- 6.** When such debris or foreign material has entered Heritage Lake from said lot, to remove the same immediately.
- 7.** Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.

H. Association's Right to Perform Maintenance.

In the event that the owner of any lot in the Development shall fail to maintain said lot or any improvements situated thereon in accordance with the provisions of these restrictions, and any By-laws of the Heritage Lake Association (as is hereinafter described), which from time to time may be in effect, and which may be relevant to these restrictions said Association shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and the improvements situated thereon, (if any) conform to the requirements of these restrictions. The cost, therefore, to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractor shall be liable for any damage, which may result from any maintenance work performed hereunder.

3. Provisions Respecting Disposal of Sanitary Waste, Etc.

A. No outside toilets shall be permitted and no sanitary waste or other wastes shall be permitted to enter Heritage Lake. By acceptance of a deed, each owner agrees that any violation of this Section constitutes a nuisance which may be abated by the Development of the Association (as is hereinafter described) in any manner provided in law or in equity. Further, the cost or expense of abatement (including court cost and attorney's fees where applicable) shall become a charge or lien upon said lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither Heritage Lake Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage, which may result from enforcement of this Section.

B. All septic systems constructed on lots shall be constructed in accordance with the rules, regulations or recommendations of the State of Illinois Department of Public Health, as they may from time to time be in effect, and with all applicable ordinances, rules or regulations of Tazewell County or other governmental authorities concerning disposition of sanitary wastes and similar material. All such septic systems and percolation tests prepared in connection therewith shall be designated and prepared by a qualified and registered engineer.

C. The foregoing notwithstanding in no event shall any portion of a septic or sanitary waste system be situated within fifty (50) feet of Heritage Lake; nor shall any discharge from any sump pump or other similar device be permitted to enter into Heritage Lake.

Violation of this sub-section shall be deemed to have created a nuisance as the same is here in above described.

D. Copies of all permits, plans and designs and tests relating to the construction of a septic system shall be submitted in duplicate to the Environmental Control Committee (as is hereinafter described) at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

4. General Prohibitions

A. In general. No noxious or offensive activities shall be carried on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

B. Signs. No signs or advertisements larger in size than 18" x 24" shall be displayed or placed on any lot or structure in the Development without the prior written approval of the Environmental Control Committee.

C. Animals. No animals shall be kept or maintained on any lot in the Development, except the usual household pets; and in such case, such household pets shall be kept confined or attached to a leash so as not to become a nuisance.

D. Vehicle Parking. No vehicle shall be parked on road way in the Development overnight. No truck shall be parked for overnight (or longer) on any lot in the Development, unless the same shall be parked in such a manner so that it is not visible to the occupants of other lots in the Development, the users of any street in the Development, or to persons upon Heritage Lake. (Vehicles include boats and trailers.)

E. Disposal of Garbage, Trash and Other like Household Refuse. No owner of any lot in the Development shall burn or permit the burning out of doors of garbage, trash or other like household refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot, except as may be permitted in subparagraph f, below.

F. Concealment of Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be either buried below the surface of the ground, or screened to the satisfaction of the Environmental Control Committee, by fencing or shrubbery. Every out door receptacle for ashes, trash, rubbish or garbage shall be screened or shall be so placed and kept as not to be visible from any street or lake within the Development at any time, except at the times when refuse collections are being made.

G. Restriction on Construction of Model Homes, Etc. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house unless prior written permission to do so shall have been first obtained from the Heritage Lake Association. At the election of the Heritage Lake Association, this right may be assigned by it to the Heritage Lake Association, hereinafter described and in the event of such assignment, prior permission as aforesaid must be obtained from the said Association.

H. Restrictions on Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, nor shall any overnight camping be permitted on any vacant lot, except upon lands specifically designated by the Heritage Lake Association for camping purposes, and then only subject to such rules as may be adopted by the Heritage Lake Association or the Association for the use of camping areas.

I. Removal of Trees. No live tree over three (3) inches in diameter may be removed from any lot in the Development without first having obtained the written consent thereto of the Environmental Control Committee.

J. Limited Access. There shall be no access to any lot on the perimeter of the Development except from designated roads within the Development.

K. Docks, Piers, Etc. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than fifteen (15) feet from the low lake level mark (651 feet) into Heritage Lake, and in no event shall any pier, dock or other structure be erected without prior written permission of the Environmental Control Committee hereinafter described.

L. Boating Restrictions. Power boating activities on Heritage Lake will be limited to outboard type boats powered by electric motors only. Horsepower of boats powered by electric motors to be limited to five (5) H.P. Rowboats, canoes, and small sailboats (of the day sailor class) are also permitted. No boat shall be equipped with facilities which will discharge any waste materials into Heritage Lake.

M. Ditches and Swales Shall Not Be Obstructed. It shall be the duty of every owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such

portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this sub-section. And, all lot owners, where required shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Environmental Control Committee as hereinafter described. No driveway pavement or blacktop shall extend beyond lot line into common road right-of-way without the approval of the Environmental Control Committee.

N. Installation of Utility Services. No utility services may be installed under finished streets except in one of the following methods:

1. By jacking, drilling or boring; or
2. If an open trench method is used, such trench must be covered with a six (6) inch thick slab of 2500 PSI concrete bridging the backfilled trench approximately twelve (12) inches below the finished grade and bearing at least twelve (12) inches on each side of the trench. The trench above the concrete slab shall be finished to match the existing street.

5. The Environmental Control Committee.

Powers of the Committee.

A. Generally. No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot in the Development without the prior written approval of the Environmental Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said lot and the location of the improvement proposed to be constructed or placed upon said lot each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information materials which said Committee may require. All plans, drawings, etc. required to be submitted to said Committee shall be drawn to a scale of 1" = 10", or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under Section 4 of these restrictions. All such plot plans shall be prepared by either a registered land surveyor or engineer or architect.

1. **Power of Disapproval.** The Committee may refuse to grant permission to construct, place or make the requested improvement, when:
 - a. The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;
 - b. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures;
 - c. The proposed improvement, or any part thereof would in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Development.
2. **Power to Grant Variances.** The Committee may allow reasonable variances or adjustments of these restrictions where literal application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development.

3. **Power to Charge Fees.** The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed \$30.00 for considering the application of any person under this Section. However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants
- B. Duties of Committee.** The Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. One of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal.
- C. Composition of Committee.** The Committee shall be composed of three (3) members who shall be appointed by the Heritage Lake Association, and who shall be subject to removal by the Heritage Lake Association Board of Directors at any time. Any vacancies from time to time existing shall be filled by appointment of the Heritage Lake Board of Directors.
- D. Liability of Committee, Etc.** Neither the Committee nor any agent thereof, nor the Heritage Lake Association shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.
- E. Special Provisions Concerning Piers.** When the Committee shall permit the construction or placing of a structure wholly or partly within Heritage Lake, such permits shall constitute a mere license from the Heritage Lake Association or its successors in title to Heritage Lake which may be terminated or restricted.
- F. Duty of Inspection.** To the extent that inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the duty of the Committee to inspect work being performed with its permission to assure compliance with these restrictions and applicable regulations.

6. Easements.

The Heritage Lake Association creates and reserves unto itself, its successors and assigns, certain easements along across, over, under and upon the real estate that constitutes the Development. The easements so reserved by the Heritage Lake Association are described as follows

- A.** Heritage Lake Association, for itself, its successors and assigns and licensees, reserves a ten (10) foot wide easement on each lot along all road rights-of-way, and a five (5) foot easement along the side and rear lines of each and every lot in the Development and also a ten (10) foot wide easement along the outside perimeter boundary lines of each lot situated on the perimeter of the Development for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and/or brush, and the right to locate guy wires, braces and anchors wherever necessary upon said lots for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned five (5) foot easement along or upon the contiguous or common lot line.
- B.** Heritage Lake Association further reserves for itself, its successors, assigns and licensees for lake and shoreline maintenance and control along that portion of each lot contiguous to the shoreline of Heritage

Lake, an easement ten (10) feet wide. Any such lot shall also be subject to a flowage easement to an elevation on the lot equal to the high water elevation of Heritage Lake, which is at an elevation 657 feet.

- C. Heritage Lake Association, for itself, its successors, assigns and licensees, reserves a thirty (30) foot wide easement along all road rights-of-way for the purpose of cutting and filling and drainage. Heritage Lake Association further reserves unto itself, its successors and assigns and licensees, the right to cause or permit drainage of surface water over and/or through said lots and further, it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities or drainage, and such additional easements for drainage as may be shown on the recorded plat.
- D. Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

Heritage Lake Association further reserves unto itself, its successors and assigns, an easement ten (10) feet in width along the outside perimeter boundary lines of each lot situated on the perimeter of the Development. No owner of any lot in the Heritage Lake Subdivision shall have any claim or cause of action against Development, its successors, assigns and licensees, either in law or in equity, and arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

7. Rules Governing Building on Several Contiguous Lots Having One Owner.

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such person shall desire to use two (2) or more of said lots as a site for a single dwelling house, he shall apply in writing to the Environmental Control Committee for permission to so use said lots. If written permission for such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as the lots remain improved with one single dwelling house.

8. Ownership, Use and Enjoyment of Streets, Parks and Recreational Facilities, No Dedication of Streets, Etc.

Each street, lake, park, recreational facility or other amenity depicted on the recorded plats of the Development, is and shall remain private, and neither Heritage Lake Association's execution or recording of the plats nor the doing of any other act by the Heritage Lake Association is, or is intended to be, or shall be constructed as, a dedication to the public of any of the streets, lakes, parks, recreational facilities or other amenities. A license upon such terms and conditions as Heritage Lake Association, its successors, assigns or licensees shall from time to time grant, for the use and enjoyment of each of said streets, lakes, parks, recreational facilities and other amenities, is granted to the persons who are from time to time members of the Heritage Lake Association hereinafter described. Ownership of the streets, lakes, parks, recreational facilities and other amenities shall remain Heritage Lake Association's, subject to the conditional license described above.

9. The Heritage Lake Recreational Association.

A. In General. There has been or will be created, under the laws of the State of Illinois, a not-for-profit corporation to be known as the "Heritage Lake Association" which is sometimes herein referred to as the "Association." Every person who acquires title (legal or equitable) to any residential lot in the Development shall be a member of the Association, except that only one (1) of any number of co-owners of a lot shall be a member, all other co-owners will be Associate Members. The foregoing provision

requiring that owners of residential lots within the Development be members of the Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, e.g., mortgagees and land contract vendors. However, if such person should realize upon his security and become the real owner of a residential lot within the Development, he will then be subject to all the requirements and limitations imposed in these restrictions on owners of residential lots within the Development and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. Purposes of the Heritage Lake Association. The general purposes of the Association are:

1. To promote pleasure, social recreation and sports activities for its members, their families and guests and to develop and maintain a recreationally oriented environment in the Heritage Lake Subdivision;
2. To provide a means whereby the streets, and those areas within the Development designated as parks, lakes, recreational areas or other amenities on the plats thereof, and such other recreational facilities within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced; and
3. To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, parks, lakes, recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

1. The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy a uniform annual charge against the members of the Association. Such charge shall be at least \$50.00 per year. However, if the Board of Directors of the Association acting in accordance with By-laws of said Association, shall, after consideration of the financial requirements of the Association, so determine, the annual charge may be greater than \$50.00. Only one adult person having a legal or equitable ownership in each lot shall be a member of the Association. However, each household represented in such ownership, regardless of the number of persons included therein shall be required to pay only such annual charge for each lot owned. No charge shall ever be levied against the Heritage Lake Association or any corporation that may be created to acquire title to and operate utilities serving the Development. A "household," as the term is used herein, shall mean a family group who regularly and customarily reside together in the same house or home, as primary residence. The rights of members of the Association as such members shall be as set forth in the bylaws of the Association.
2. Every such charge so made shall be paid by the member of the Association on or before the first day of March of each year, for the current year. The Board of Directors of the Association shall fix the amount of the annual charge per member by the first day of February of each year, and written notice of the charge so fixed shall be sent to each member prior to February 15 of each year.
3. If any charge levied or assessed against any lot subject to these restrictions shall not be paid when due, it shall then ipso facto become a lien upon the lot or lots owned by the persons owing such charge or charges, and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these restrictions shall bear interest at the rate of 7% per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charges have remained due and payable for an unreasonably long period of time, they may, on behalf of the Association, institute such procedures, either in law or in equity, either by way of foreclosure of such lien or otherwise, to collect the amount of said charge in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the

amount of the charge at the time legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or charges which may be extant upon said lot or lots at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this sub-paragraph 9C of the restrictions.

4. The Association shall upon demand, at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the Assessments.

The charge or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvements and maintenance of the properties owned or operated by the Association

E. Suspension of Privileges of Membership.

Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, (if any) and the right to use the facilities of the Association of any member or associate member.

1. For any period during which an Association charge (including fines, if any, assessed under Paragraph 10 of the restrictions below) owed by the member or associate member remains unpaid; and
2. During the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association;

10. Speed Limits.

No motor vehicle shall be driven on any street within the Development at a speed in excess of the posted limits. Appropriate postings of these speed limits shall be made by the Heritage Lake Association, to which such power shall pass upon conveyance to it of the streets and the Lake within the Development. The Association shall have the power to assess fines for the violation of such speed limits in accordance with the schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed, and if it is not, the Association may add the amount of the fine to the annual charge made by the Association pursuant to sub-paragraph 9C of the Restrictions, and the amount of such fine shall be collectible by the same means as are prescribed in said sub-paragraph for the collection of delinquent annual charges of the Association or through the sanctions prescribed in sub-paragraph 9E of the Restrictions.

11. Provisions with Respect to Lakes and Lots Contiguous Thereto.

A. In General. Certain lots in the Development are, as aforesaid, contiguous to a Lake which has been or is to be established within the boundaries of the Development. The water, in, and the land under, said Lake is and will be owned by the Heritage Lake Association. Said Lake is, or will be, depicted on the

recorded plats of the Development. The normal pool water elevation of said Lake is at elevation 654 feet, and the high water elevation of said Lake is at elevation 657 feet. The title that will be acquired by the grantee of the said contiguous lots (and by the successors and assigns of such grantee) will and shall extend only to the shoreline of the said Lake as is provided on the plats of the Development, recorded or to be recorded. No such grantee, no any of such grantee's successors or assigns shall have any right with respect to any stream that is a tributary to said Lake, or with respect to said Lake, the land there under, the water therein, or its elevation, use of condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided further that title shall not pass by reliction or submergence or changing water elevations. The Heritage Lake Association, its successors, assigns and licensees, shall have the right, but no the duty, at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the Lake to which the lot is contiguous may be moved toward, or to, but not inland beyond, the location of said shoreline as it would exist as of the date hereof if the water elevation in said Lake was at an elevation one vertical foot above the normal pool water elevation indicated in said Development plats, and title shall pass with such dredging or other removal as by erosion.

B. Reservation of Easement in Heritage Lake Association for Operation of Lake. The Heritage Lake Association reserves unto itself, successors, assigns, and licensees, such an easement upon, across and through each of said lots contiguous to said Lake as is necessary in connection with operating said Lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Heritage Lake Association nor any successor or assign of the Heritage Lake Association shall be liable for damages caused by ice, erosion washing or other action of the water or for any damage caused through the exercise of said easement or that set forth in 11-C.

C. Reservation of Right in Development to Change Water Elevation in Lake. Heritage Lake Association reserves to itself, successors, and assigns, the right to raise and lower the elevation of said Lake, but neither the Heritage Lake Association, nor any successor or assign of the Heritage Lake Association shall have an easement to raise the high water elevation of said Lake to an elevation above that indicated on said Development plats.

12. Rights of First Refusal.

Whenever the owner of any residential lot in the Development shall receive a bona fide offer to purchase said lot, which is acceptable to such owner, the owner shall then offer to sell said lot at the price and on the terms contained in such bona fide offer, first to the owner of the lot on the right of prospective seller's lot, and next to the owner of the lot on the left of the prospective seller's lot. Such offerings shall be made successively and in writing. Each of said offerees shall have ten (10) days after receipt of such offering within which to accept or refuse such offer. If all of said offerees refuse to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free, to sell said lot to the party who shall have made said bona fide offer at the price and on their terms as aforesaid. The "lot on the right" for purposes of this Paragraph 12, shall be the next lot on one's right hand as one faces the rear of one's own lot.

13. Board of Directors Restriction

All lots owned by the Association shall be excluded from determining a quorum and shall not be used to vote on any motion or other business that may come before the board of directors or membership.

14. Remedies.

A. The Club or any party to whose benefit these Restrictions inure, including the Development, its successor and assigns, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Restrictions in addition to and cumulatively with any other remedy provided for herein, as well as the right to recover damages for the breach of these Restrictions. However, Heritage Lake Association shall not be liable for damages of any kind to any person for failing to abide by, enforce or carry out any of these Restrictions.

B. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

15. Effect of Owner's Acceptance of Deed, Etc.

A. The Owner of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Heritage Lake Association or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Heritage Lake Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Heritage Lake Association, the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase of a lot, to assume, as against the Heritage Lake Association, its successors and assigns all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to its proximity to Heritage Lake

16. Duration.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by a majority vote of those persons voting who are then the owners of the numbered lots in the Development.

17. Severability.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand and seal this the day of.

COMPANY _____ HERITAGE LAKE ASSOCIATION, INC. (SEAL
by _____ (ATTACHED) President

ATTEST:

By _____
Secretary

STATE OF ILLINOIS

SS

COUNTY OF TAZEWELL

BEFORE ME, a Notary Public in and for said County and State, personally appeared,

_____ and _____ personally known by me to be President and Secretary respectively of Heritage Lake Association, Inc, an Illinois corporation, and acknowledged the execution by them of the foregoing Declaration of Restrictions on behalf of said corporation, as officers of said corporation, and pursuant to WITNESS my hand and notarial seal this the day of, 2008.

NOTARY PUBLIC

(SEALED ATTACHED)

TABLE OF CONTENTS

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

HERITAGE LAKE SUBDIVISION Introduction pg. 1

1. Residential Character of the Development pg. 12.
2. Restrictions Concerning Size and Placement of Dwelling Houses and Other Structures and Maintenance Thereof pg. 2
3. Provisions Respecting Disposal of Sanitary Waste, Etc pg. 4
4. General Prohibitions pg. 4
5. The Environmental Control Committee pg. 6
6. Easements pg. 7
7. Rules Governing Building on Several Contiguous Lots Having One Owner pg. 8
8. Ownership, Use and Enjoyment of Streets, Parks, and Recreational Facilities, No Dedication of Streets, Etc. pg. 8
9. The Heritage Lake Association pg. 9
10. Speed Limits pg. 11
11. Provisions With Respect to Lakes and Lots Contiguous Thereto pg. 11
12. Rights of First Refusal pg. 12
13. Remedies pg. 13
14. Effect of Grantees' Acceptance of Deed, Etc. pg. 13
15. Titles, Etc. pg. 13
16. Duration pg. 13
17. Severability pg. 14

