

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS OF
HERITAGE LAKE ASSOCIATION, INC.**

Approved by the owners of a majority of the numbered lots in
Heritage Lake Subdivision at the annual meeting of the
members of Heritage Lake Association, Inc. held on March 9, 2024.

PREPARED BY:

Michael R. Seghetti
Elias, Meginnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602

RETURN TO:

Michael R. Seghetti
Elias, Meginnes & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF
HERITAGE LAKE ASSOCIATION, INC

TABLE OF CONTENTS

Section 1. Residential Character of the Development

Use of Outbuildings, Occupancy or Use of Partially Completed Houses

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

Minimum Living Space, Set-back requirements, Fences, Exterior Materials, Diligence in Construction, Used Structures, Maintenance of Lots, Right to Performance

Section 3. Provisions Respecting Disposal of Sanitary Waste Residential Waste Collection and Disposal, Etc

Outside Toilets, Septic Systems, Septic System Location, Septic System Plans, Septic System Code, Residential Waste Collection and Disposal

Section 4. General Prohibitions

Concealment of Fuel Tanks and Trash Receptacles, Model Homes, Temporary Structures, Removal of Trees, Limited Access, Docks and Piers, Ditches and Swales, Utility Services

Section 5. The Environmental Control Committee

Construction Approval, Duties, Composition, Liabilities, Pier Provisions, Inspection

Section 6. Easements

Lot Perimeters, Lake Shoreline, Drainage, Sub-division Boundary Lines

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

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

Section 9. Permits and Fees

Environmental Impact Fee, Erosion Control, Permit Applications

Section 10. Re-subdivision of Lots

Lot Increases, Lot Decreases, Filing

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

Lake Boundaries, Lake Access Easements, Lake Water Elevation Rights

Section 12. Rights of First Refusal

Section 13. Board of Directors Restrictions

Section 14. Endorsement; Remedies

Restriction Violation Rights, Delay or Failure to Invoke Remedy

Section 15. Effect of Acceptance of Deed, Etc.

Acknowledgement and Acceptance of Restrictions, Acceptance of Risks and Hazards

Section 16. Duration; Amendment

Section 17. Severability

THIS DECLARATION is made this 9th day of March 2024, by Heritage Lake Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association is the homeowner's association for Heritage Lake Subdivision pursuant to the Declaration of Restrictions of Heritage Lake Subdivision dated April 13, 1970 and recorded with the Tazewell County, Illinois Recorder on April 13, 1970 as Document No. 481687, Book 837, Page 665 with respect to the land developed as Heritage Lake Subdivision and being more particularly described on Exhibit A attached hereto and made a part hereof, as amended and restated by an Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Heritage Lake Association, Inc. dated March 22, 2014 and recorded with the Tazewell County, Illinois Recorder on May 27, 2022 as Document No. 202200007791 and as further amended by an Amendment dated May 17, 2022 and recorded with the Tazewell County, Illinois Recorder on May 27, 2022 as Document No. 202200007792 and as amended and restated by an Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Heritage Lake Association, Inc. dated March 18, 2023 and recorded with Tazewell County, Illinois Recorder on May 9, 2023 as Document No. 202300005465 (the "Declaration"), said 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 plat 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, the members of the Association wish to amend and restate the Declaration as set forth herein, and, as amended and restated, the Declaration shall be as follows:

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.

Section 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.

Section 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:
 - i. 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.
- ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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 beauty and aesthetic appearance of the existing geographic areas within the development, from and after the date of this amendment, only visually non-obstructive fencing shall be permitted. The Environment Control 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 as determined by the board; and specifically, such owner shall:

- i. Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon
- ii. Remove all debris or rubbish from said lot.
- iii. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.
- iv. Cut down and remove dead trees from said lot when they become a safety hazard.
- v. Where applicable, prevent debris or foreign material from entering Heritage Lake; or
- vi. When such debris or foreign material has entered Heritage Lake from said lot, to remove the same immediately.
- vii. 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.
- i. SOLAR ENERGY: The following restrictions shall apply to the use of solar collectors, solar storage mechanisms, and solar energy systems:
 - i. Each lot owner shall not permit solar collectors, solar storage mechanisms or solar energy systems to fall into disrepair or to become safety hazards.
 - ii. Each lot owner shall be responsible, at their own costs, for all maintenance and repair of solar collectors, solar storage mechanisms and solar energy systems and any damage, maintenance, repairs, or replacement to the home as a result of the installation of solar collectors, solar storage mechanisms and/or solar energy systems.
 - iii. Each lot owner shall be responsible, at their own costs, for repairing or replacement of solar collectors. Solar storage mechanisms and solar energy systems must match or closely match the existing roof color. No white or clear glazing of panels shall be permitted.
 - iv. Solar collectors, solar storage mechanisms and solar energy systems shall meet applicable standards and requirements imposed by state and local permitting authorities. Owners shall be responsible, at their own cost, for any and all applications and permits required by the state, county, or municipality.

- v. Solar collectors shall only be installed on the roofs of houses and should be, upon installation, completely contained within the vertical plane of the exterior wall line of the house. Under no circumstances, unless otherwise approved by Heritage Lake Association Board of Directors, shall any solar collectors, solar storage mechanisms or solar energy systems extend beyond the bounds of the Owner's roof.
- vi. Solar collectors may cover, but shall not exceed, fifty (50%) percent of the house's roof, unless such limitation reduces the production of the solar energy system by more than 10%. The Heritage Lake Association Board of Directors encourages owners to install solar collector systems on the rear facing roof of the house, for aesthetic purposes.
- vii. Solar collectors, solar storage mechanisms and solar energy systems, whenever possible, should be installed on the existing plane of roof material, should match the slope of the existing plane of the roof and be flush-mounted with the existing plane of the roof.
- viii. Solar collectors, solar storage mechanisms and solar energy systems installed on roofs must be firmly affixed to the roof surface.
- ix. To the extent that the provisions of this Section 2.i conflict with the provisions of the Illinois Homeowners' Energy Policy Statement Act (765 ILCS 165/1 et seq.) or any other applicable law, the provisions of such applicable law shall control.

Section 3. Provisions Respecting Disposal of Sanitary Waste, Residential Waste Collection, 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 herein 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.
- e. Heritage Lake Association will adhere to the County Zoning Code, Article 10, Section 7 TCC 1-10 and Tazewell County Ordinance Title 6, Chapter 1, Sub Chapter A, Sewage Disposal, as amended, on all new construction.
- f. RESIDENTIAL WASTE COLLECTION. To establish an efficient, effective and economical system for the collection of residential waste within the Development, the following provisions shall apply to all property within the Development and subject to this Declaration.
 - i. System for Collection and Disposal of Residential Waste Established.
 - a. The sole and exclusive method for the collection and disposal of Residential Waste from Single Family Dwellings located within the Development shall be by a contractor selected by the Heritage Lake Board of Directors. The Board of Directors shall have the authority to provide reasonable rules and regulations for the collection of Residential Waste. No person or entity shall collect Residential Waste from Single Family Dwellings located within the Development unless pursuant to a contract with the Association, and no resident of the Development shall engage any person or entity for the collection of Residential Waste from any Single Family Dwelling except a contractor pursuant to a contract with the Association.
 - b. Each owner and/or occupant of a Single Family Dwelling within the Development may engage the contractor selected by the Association to collect and dispose of Residential Waste from such Single Family Dwelling.
 - c. Dumpsters are allowed from non-contracted providers for up to 3 months for short term construction projects, not residential waste disposal. Use outside of this description must be approved by the Board of Directors.
 - d. The Heritage Lake Association Board of Directors shall have the authority to share the member name and address on file with the selected contractor for the purposes of Residential Waste collection.
 - ii. Definitions
 - a. "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.
 - b. "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

- c. "Single Family Dwelling" means single family homes.
 - d. "Toter" is a garbage container, also known as a garbage can, that can easily be moved by a person without mechanical assistance. Their size is typically measured in gallons and they may or may not have wheels.
 - e. "Dumpster" is a large garbage container that can only be moved with mechanical assistance. Their size is typically measured in yards.
- iii. Provisions.
- a. It shall be a violation of this Declaration, and shall constitute a nuisance, for any person to burn or bury Residential Waste within the Association, to permit Residential Waste to accumulate in any manner so as to create a nuisance, as determined by the Board of Directors, or to attract flies, insects, vermin, rodents, or any other nuisance animals, or to permit any Residential Waste to accumulate in a conspicuous area for more than one garbage collection period.
 - b. No Residential Waste of any kind shall be deposited in any street, driveway, sidewalk, alley or public way, excepting Residential Waste placed for pickup by the contractor selected by the Association. Residential Waste placed for pickup shall be wrapped in tightly closed and tied plastic bags or placed in a toter and maintained in good order. When not placed for pickup, Residential Waste shall be located in an inconspicuous place so as not to create a nuisance to neighbors.
 - c. Provisions concerning the type, size, and composition of the toter, along with placement of residential waste outside of a toter shall be determined by the Board of Directors based upon the requirements of the Residential Waste contract.
 - d. No person shall deposit Residential Waste on the personal or real property of another owner or public entity without their consent.
 - e. No Residential Waste of any kind shall be deposited in such a manner so that it can be blown or scattered by the wind.
 - f. Whenever any Residential Waste has been deposited in violation of this Declaration, the person whose name appears as an addressee on said waste shall be prima facie responsible for such violation and subject to the penalty therefor as determined by the Board of Directors.

Section 4. General Prohibitions

- a. 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 outdoor 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.
- b. 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.

- c. 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.
- d. 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.
- e. Limited Access: There shall be no access to any lot on the perimeter of the Development except from designated roads within the Development.
- f. 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.
- g. 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.
- h. Installation of Utility Services: No utility services may be installed under finished streets except in one of the following methods:
 - i. By jacking, drilling or boring; or
 - ii. 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.

Section 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 inch = 10 feet, 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.

- i. 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.
 - ii. 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.
 - iii. 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 no less than three (3) members who shall be appointed by the Heritage Lake Association Board, 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.

Section 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.

Section 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.

Section 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 Members and Associate Members of the Heritage Lake Association, as defined in the association By-Laws. Ownership of the streets, lakes, parks, recreational facilities and other amenities shall remain Heritage Lake Association's, subject to the conditional license described above.

Section 9. Permits and Fees.

- a. Environmental Impact Fee: For any construction of a new residence on any lot in the subdivision the Association shall be paid an Environmental Impact Fee of \$2000.00 to cover the expense to the Association for damage and impacts caused by erosion, soil compaction and damage to the Association's property including it's roads.
- b. Erosion Control and Drainage Channel/Bank Stabilization. The most recent version of the Erosion Control and Drainage Channel/Bank Stabilization Policy is hereby incorporated.
- c. The most recent versions of Environmental Control Committee Building Permit For House Application, Building Permit Weight Limit Notice, and HLA Accessory Building Permit Application are hereby incorporated.

Section 10. Re-subdivision of Lots.

- a. Lot Increases. The re-subdivision of any lot requires prior Board approval, and a re-subdivision of a lot or group of lots that would increase the number of Lots is prohibited.
- b. Lot Decreases. If the re-subdivision causes a decrease in the number of lots in the Heritage Lake Association, each lot acquiring the additional property due to the re-subdivision shall be billed proportionate to how the re-subdivision was done. For example: 3 Lots changed into 2 Lots would result in each lot owner being billed 1 1/2 times the Annual Assessment and 2 Lots changed into 1 lot will result in the lot owner being billed 2 times the Annual Assessment.
- c. Filing. The parties involved in the re-subdivision shall complete and file required re-subdivision documents with Tazewell County. All expenses incurred in the re-subdivision will be the responsibility of the parties involved.

Section 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, nor 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 not 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.

Section 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.

Section 13. Board of Directors Restrictions.

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.

Section 14. Enforcement; Remedies.

- a. The Association, through its Board of Directors, may (i) adopt provisions to its Bylaws and such further rules and regulations relating to the use of and conduct on Association property as the Board of Directors deems reasonably necessary for the best interests of the Association and its members and (ii)

adopt and carry out reasonable measures for enforcement of such provisions and rules and regulations and reasonable sanctions for noncompliance therewith.

- b. The Association 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.
- c. 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.

Section 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

Section 16. Duration; Amendment.

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. This instrument may be amended in whole or in part by a majority vote of the members of the Association voting at any Membership Meeting of the Association.

Section 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 this ____ day of _____, 2023.

HERITAGE LAKE ASSOCIATION, INC.

By _____
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 Amended and Restated Declaration of Restrictions of Heritage Lake Association, Inc. on behalf of said corporation, as officers of said corporation, and pursuant to WITNESS my hand and notarial seal this ____ day of _____, 2023.

NOTARY PUBLIC
(SEAL ATTACHED)

EXHIBIT A

General Description: The Area is that real estate located entirely within the County's corporate boundaries, generally described by street or general location as: the Heritage Lake Subdivision, in Tazewell County, Illinois.

Legal Description:

All of Lots 1 through 279 in UNIT I, Lots 1 through 132 in UNIT II, Lots 1 through 114 in UNIT III, Lots 1 through 242 in UNIT IV, Lots 1 through 78 in UNIT V, and Lots 1 through 310 in UNIT VI of HERITAGE LAKE, a Subdivision of a part of Sections 9, 10, 15, and 16 in Township 24 North, Range 2 West of the Third Principal Meridian, TAZEWEEL COUNTY, ILLINOIS, the Plat of which was recorded on March 16, 1970 as Document Number 480927 in the Tazewell County Recorder's Office; said Plat also being updated and amended by Re-Subdivision Plats recorded as follows:

1. Plat Book "U", Pages 480 & 481; Document Number 484665, dated July 21, 1970
2. Plat Book "U", Pages 511 & 512; Document Number 486774, dated September 24, 1970
3. Plat Book "V", Pages 243 & 244; Document Number 507405; dated March 13, 1972
4. Plat Book "V", Pages 245 & 246; Document Number 507406; dated March 13, 1972
5. Plat Book "V", Pages 247 & 248; Document Number 507407; dated March 13, 1972
6. Plat Book "W", Page 92; Document Number 530254; dated June 26, 1973
7. Plat Book "HH", Pages 145 & 146; Document Number 784524; dated July 19, 1989