

LAKE IROQUOIS ASSOCIATION

RESTRICTIONS AND COVENANTS

APPLICABLE TO THE LAKE IROQUOIS SUBDIVISION

Whereas, Lake Iroquois Corporation developed the Lake Iroquois Subdivision and adopted Restrictions and Covenants related thereto; and

Whereas, the Lake Iroquois Subdivision is located in Sections 17, 18, 19, and 20 in Loda Township, Iroquois County, Illinois, a complete legal description of said subdivision is set forth in Document # 68R3269, the original Declaration of Covenants and Restrictions, filed for record on December 23, 1968, at the Recorder's Office of Iroquois County, Illinois; and

Whereas, Lake Iroquois Association, hereinafter referred to as "the Association", an Illinois Not-for-Profit Corporation, is the successor in interest to the Lake Iroquois Corporation in regard to the enforcement and administration of said Restrictions and Covenants; and

Whereas, the Board of Directors of the Association desire to amend and restate said Restrictions and Covenants in their entirety, as herein provided and authorized; and

Whereas, all lot owners in the Lake Iroquois Subdivision, hereinafter referred to as "Owners" or "lot owners," have agreed to be bound by the Restrictions and Covenants, By-Laws, and any other rules and regulations heretofore and hereby adopted by the developer and the Association; and

Whereas the Restrictions and Covenants, and all rules, regulations, services, assessments, and all other actions adopted and enacted by the Association are designed to provide mutual benefit to the Owner so that the Lake Iroquois Subdivision will be developed in an orderly and uniform manner and provide a reasonable scheme and plan for the orderly development of the Lake Iroquois Subdivision and the construction of improvements on each lot therein.

NOW, THEREFORE, the Association hereby declares that the following Restrictions and Covenants shall be applicable to each and every lot located in the Lake Iroquois Subdivision.

RESTRICTIONS AND COVENANTS

1. Lots (except specifically designated as "Special Use" Lots or Recreational Areas) shall be used exclusively for residential purposes. No residential lot may be subdivided except that two owners may purchase a lot adjacent to their lots for the purpose of dividing it to increase the area of their original tracts.

2. Not more than one single-family dwelling house may be constructed on any one lot. Construction shall not be commenced on any lot until plans shall have been submitted to and approved by the Association and proper officials, in conformity with standards of the Association and any applicable Building Code. No structure may be erected on any lot prior to construction of the main dwelling house without written permission of the Association. No accessory building shall be used or occupied as living quarters. No house trailer, portable building, tent, motor home, camper, trailer or other similar structures shall be placed upon any lot for use as living quarters, without written approval of the Association. Within six months after construction commences on any building, the exterior shall be completed and painted and all debris removed. As used in the forgoing sentence the word completed shall be defined to mean that the structure has been constructed in accordance with the prior approved building plans, the roof completely installed, the sides of the structure finished in accordance with the prior approved plans, all windows installed, all exterior painting completed, all driveways and sidewalks, if any, installed and the surrounding lot landscaped to provide for erosion control by either seed or sod and all debris removed. Six months after construction commences on any building the building committee or the Association, or its assigns, may institute legal proceedings in the nature of a mandatory injunction against the Owner to require the Owner either to immediately complete the building in accordance with the prior approved plans or to remove that portion of the structure constructed and to restore the lot to its condition prior to the commencement of construction. The Court shall determine a reasonable time within which to carry out the terms of the injunction.

3. No dwelling shall be constructed with less than the minimum ground or first floor living space (exclusive of porch area) indicated by the letter symbol set forth on each lot on the plat or plats of the Lake Iroquois Subdivision. The letter symbol "A" shall indicate 1,200 square feet and "B" shall indicate 1,000 square feet. The minimum for "Special Use" lots shall be subject to determination by the Association at the time of sale and such minimums shall be set forth on the recorded plats. The Association may in writing waive the prescribed minimum in situations where such waiver would enhance the beauty of the development or where adherence would cause undue hardship to the purchaser. If all or a portion of a lot designated by the letter symbol "A" is contiguous to a lot indicated by a letter symbol "B" and if said lots are owned by the same individual, or individuals, partnership, corporation or association, then, in that event, no dwelling shall be constructed on either lot with less than the minimum ground or first floor living space (exclusive of porch area) of 1,200 square feet.

4. Prior to the erection of any residence at the Lake Iroquois Subdivision, the plans therefore, so far as they relate to the appearance, materials and architectural design of the exterior thereof shall be submitted to the Board of Directors of Lake Iroquois Association through the Building Committee. Said erection shall not commence if the Board should determine that the plans foresee a residence of excessive similarity to an existing residence, a residence for which plans have been approved, or a residence included in the same plan submittal, which is within 375 feet of the proposed site. A finding of excessive similarity or dissimilarity resulting in disapproval of plans shall be made by a determination of a majority of the members of the Board that the similarity or dissimilarity is of such a nature as to adversely affect the desire of Lake Iroquois Association to perpetuate a neighborhood of dissimilar and aesthetically pleasing architectural design and character.

5. All unattached structures shall be constructed so as to be of compatible siding and roofing material and color so as to be similar to the dwelling of the property owner. All portable structures under one hundred and forty four (144) square feet and not placed on a permanent foundation shall be at a set-back of at least two (2) feet from any property line. Any structure larger than one hundred forty four (144) square feet or sitting on a concrete footing or concrete slab shall be of new building materials and must comply with all Covenants and Restrictions, By-Laws, other rules and regulations, and Iroquois County Building Codes. All boundary treatments such as fences or shrubbery shall not be closer to the road right of way than the property pins parallel to any road or street in the Lake Iroquois Subdivision. Boundary treatments may be placed on the property line of any lot with the understanding that the same may be removed in order to service any utility, public or private, easement along such lot. Replacement of such boundary treatment shall be at the expense of the property owner.

6. The rental, lease, or subleasing of any residence is restricted and subject to the By-Laws and rules and regulations adopted by the owners and the Board of Directors.

7. All swimming pools are restricted and subject to such rules and regulations adopted from time to time by the Board of Directors. Lake Iroquois Association reserves for itself the right to own and maintain a swimming pool for the use of the lot owners of Lake Iroquois Association.

8. Unless the Association shall give permission in writing, no part of any building shall be: On any lot (a) within 35 feet of the frontage road right of way, (b) within 10 feet of the side boundary line of any contiguous lot, (C) within 20 feet of any rear lot line or 50 feet from any normal water line as indicated on Plats of the Lake Iroquois Subdivision; and on any corner lot (d) within 30 feet of the side street right of way line.

9. Outside toilets, other than temporary portable self-contained units, are prohibited. No waste, refuse or litter shall be permitted to enter any water impounded in the Lake Iroquois Subdivision. All plumbing facilities installed shall be required to be connected to Central Water and Sewer Systems.

10. Nothing shall be done on any lot, which shall be noxious, or offensive, or a nuisance or annoyance to the neighborhood. No animals or fowl shall be kept on any lot except customary household pets in reasonable numbers. No pet shall be permitted to run loose. The size and type of signs displayed by Owners on lots may be regulated by the Association. The Owner is required to maintain his property and his tree belt (land between his front and/or side line and road surface) in a neat and proper manner. Should the Owner fail to properly maintain said area, the Association may provide such maintenance and recover the reasonable expense thereof from the Owner. Driveway culverts at least 12 inches in diameter must be installed in such a manner so as to provide proper and adequate flow of water and not to impede proper drainage. Failure to so provide shall be cause for the Association to remove or repair said culverts and charge a reasonable expense to the Owner.

11. Inoperable motor vehicles, as defined herein, whether on Association or private property and in view of the general public, are hereby declared to be a nuisance. All persons are required to dispose of any inoperable motor vehicle under their control within seven (7) days after written notice from the Board of Directors of Lake Iroquois Association commanding such disposition of any inoperable motor vehicle or parts thereof.

"Inoperable motor vehicle" shall mean any motor vehicle from which, for a period of at least seven (7) days, the engine, wheels or other parts have been removed, or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is unsafe or incapable of being driven under its own motor power.

"Inoperable motor vehicle" shall include those vehicles whose registrations are expired for more than 60 days. "Inoperable motor vehicle" shall not include a motor vehicle, which has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repair operations.

Nothing in this section shall apply to any motor vehicle that is kept within a building when not in use or to operable historic vehicles over twenty-five (25) years of age.

12. No motor vehicle or watercraft shall be parked overnight on Association right of way or, on or along any road or street in the Lake Iroquois Subdivision from the dates of November 15 each year through April 15 in the succeeding year. At no time shall a combination vehicle, i.e. semi-tractor and/or trailer, be parked overnight on any road or street right of way.

13. No boat dock, float or other structure shall be constructed so as to impede or create an obstacle to boating traffic. This determination shall be made by a majority vote of the Building Committee. Use of the Lake shall be subject to the rules and regulations of Lake Iroquois Association. The Association reserves the use of the Lake for its corporate

purposes.

14. The Association reserves, for itself and its licensees, perpetual easements, 20 feet wide along the entire shore line of the Lake, 15 feet wide along both sides of all road rights-of-way, and 10 feet wide along the side and rear lines of each lot, (except along the common lot line between two lots across which a single Owner may build, and along side lines of lots divided between adjoining Owners, in which cases the easements shall be along the division lines) together with the right of ingress and egress for the purpose of installing, operating and maintaining all types of utilities, drainage ditches and appurtenances thereto, and the right to trim or remove any trees or shrubs necessary for the above purposes. No Owner shall have any cause of action against the Association or its licensees at law or in equity, arising out of the use of said easements except for gross negligence.

15. Lots adjacent to the Lake are bounded on the lakeside by the contour line that is 734 feet above sea level. All riparian rights or rights to use the Lake are expressly reserved to the Association. The use of the Lake is a privilege to which the Owner shall be entitled only by obtaining and maintaining membership in good standing with the Association. However, nothing herein contained shall prohibit any Owner's right of ingress and egress with respect to his lot.

16. These Restrictions and Covenants run with the land and, in the event of violation, the Association or the owner of any lot may prosecute any action at law or in equity to recover damages therefore or to enjoin such violation. The owner of any lot hereby agrees that in the event of a violation of any covenant and restriction contained herein, that the legal remedy may be inadequate and that an injunction may issue against the Owner, without notice and without bond, to enjoin such violation.

17. All owners of lots in the Lake Iroquois Subdivision shall observe and abide by all rules and regulations adopted by the Association, and pay any and all Membership Dues and any and all Assessments and any and all maintenance fees and any and all fees for the use of, and for services provided by the Water and Wastewater System or any other utility, including but not limited to cable and/ or internet, provided and levied by said Association. All assessments and maintenance fees levied by said Association shall be assessed in an equal sum against all lots in the Lake Iroquois Subdivision. Fees and charges for the use of and for services provided by the Water and Wastewater System are not required to be assessed in an equal sum against all lots in the Lake Iroquois Subdivision. Members who own more than one lot at Lake Iroquois shall pay a maintenance fee for every two lots owned or fraction thereof, except that any residential building owner who owns a contiguous lot, or lots, i.e. contiguous defined as sharing a common side or rear lot line for more than half the total length of both lots as per recorded original plat of Lake Iroquois, may be assessed one maintenance fee if the Owner agrees in writing that said property will never have more than one single family residence. It must be understood that the Lake Iroquois Association will not grant any additional residential building permits on these contiguous properties after said agreement is signed. It is further understood that any group of contiguous lots in their entirety are to be considered

a pair of lots for the purposes of calculating other maintenance fees. The maximum number of contiguous lots so grouped shall not exceed four (4) platted lots in number. No membership dues and no assessment and no maintenance fees levied by said Association shall be based upon the fair market value of any lot or improvements upon any lot in the Lake Iroquois Subdivision nor shall any membership dues or assessments or annual maintenance fees or fees for the use and services of the Water and Wastewater System levied by said Association shall be based upon the assessed valuation of any lot or improvements upon any lot in the Lake Iroquois Subdivision which assessed valuation is used as a basis of real estate taxes levied by any local, state, or federal government.

The Association shall have the authority to impose legally enforceable liens on the lots for the purpose of collecting assessments and other liabilities of the Owners. The Owners shall pay all of the Association's costs, including, but not limited to, attorney fees, recording fees, and court costs, incurred by the Association in enforcing these covenants, enforcing liens, collecting fees, assessments, or other charges of the Association or enforcing these Covenants and Restrictions, By-Laws, or other rules and regulations.

In addition to the foregoing covenants and restrictions, the Owners shall be bound by the provisions of the Membership Maintenance Agreement, Maintenance Covenant, By-Laws, and any other rules and regulations of the Association.

18. The Restrictions and Conditions contained herein may be amended or revoked, in whole or in part, in the following manner:

- A. The proposed amendment or revocation must be in writing and must be first approved by a majority of the Board of Directors of Lake Iroquois Association in a duly and properly convened meeting of said Board.
- B. A Notice, setting forth the intended amendment or revocation, shall be published once each week for three (3) successive weeks in a newspaper of general circulation in Loda Township, Iroquois County, Illinois; or such notice shall be published once in any official newsletter or publication maintained by the Association in the month following adoption of the proposed changes by the Board of Directors.
- C. A Notice, setting forth the intended amendment or revocation, shall be mailed to all members in good standing of Lake Iroquois Association to the member at his address as shown in the records of Lake Iroquois Association, no later than five (5) days after the date of the first publication of said Notice. The date to use to determine whether or not a member is in good standing shall be the same date as the original approval of the proposed amendment or revocation by the Board of Directors of Lake Iroquois Association as set forth in Paragraph 17 A above.
- D. Unless the Secretary of the Board of Directors of Lake Iroquois Association receives objection to the proposed amendment or revocation in writing, signed by the Owners of record representing more than fifty percent (50%) of the lots in the Lake Iroquois Subdivision, within 30 days after the date of the first publication, the Board of Directors of Lake Iroquois Association shall record such amendment or

revocation in the Iroquois County Recorder's Office, whereupon the same shall become effective. If written objections signed by the Owners of record representing more than fifty percent (50%) of the lots in the Lake Iroquois Subdivision are so received then, in that event, the proposed amendment or revocation shall be deemed to have failed and shall not become effective.

- E. In addition to the procedures and requirements as above set forth, if the proposed amendment or revocation is to either Paragraph 1 or Paragraph 13 then, in that event, said amendment or revocation shall not be made unless all adjoining Owners have consented thereto in writing, which consent shall be recorded in the Recorder's Office of Iroquois County, Illinois.

19. Any invalidation of any one of these Covenants and Restrictions shall in no way affect any other of the provisions thereof, which shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, the Lake Iroquois Association has caused these amended and restated Restrictions and Covenants to be signed by its President and attested by its Secretary this 21st day of May 2016.

LAKE IROQUOIS ASSOCIATION,

BY: _____
President

ATTEST:

Secretary