

OWNER'S CERTIFICATE

**MILL CREEK RIDGE SUBDIVISION
Clark County, Illinois**

STATE OF ILLINOIS)
) **SS**
COUNTY OF CLARK)

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CLARK COUNTY PARK DISTRICT, an Illinois municipal corporation (the "Owner"), is the owner/developer of the real estate described on the Final Plat (the "Plat") of Mill Creek Ridge Subdivision (the "Subdivision"), attached hereto and incorporated herein by this reference, and described in the Surveyor's Certificate attached to said Plat, has caused said described real estate (the "Tract") to be surveyed and platted by Richard A. Knight, Illinois Professional Land Surveyor No. 2845, Paris, Illinois, in the manner shown on said Plat, as a subdivision to be perpetually known as Mill Creek Ridge Subdivision, Clark County, Illinois, and does hereby dedicate the areas of the Tract, including sub-surface, surface and airspace under, on and over such areas, shown on the Plat as streets, roads, avenues, drives, boulevards, highways crosswalks and alleys (collectively "right-of-way"), respectively, to the Township of Dolson for public use perpetually, with the right to use, construct, maintain, repair, operate and occupy said right-of-way for vehicular, pedestrian and other transportation purposes and right-of-way purposes, and utility purposes, including but not limited to water sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television or any other use said Township of Dolson, and such other public entities in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The Township of Dolson shall have the right to maintain said right-of-way free from buildings, fences, structures or any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the Township of Dolson otherwise authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the tenant/lessee of the property on which the obstruction is located. The streets, avenues, drives, roads, highway and boulevards shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

Owner hereby dedicates the easements shown on the plat for use by utilities perpetually to the Township of Dolson, for utility purposes including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the Township of Dolson shall deem to be a utility. The Township of Dolson shall have the right to authorize persons to construct, occupy, maintain, use, repair and reconstruct utilities within said easements and to maintain or authorize the utility to maintain said easements free from buildings, fences, structures and obstructions of any kind whatsoever. No person shall obstruct said

easements unless the Township of Dolson authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the tenant/lessee of the property on which such items are located shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall also be borne by the tenant/lessee of the property on which the obstruction is located.

Owner hereby dedicates the easements shown as drainage easement or drainage ways or facilities perpetually to the Township of Dolson for storm water drainage purposes including but not limited to constructing, using, operating, maintaining, repairing or reconstructing storm water drainage detention, retention, inlet or outlet facilities or any combination thereof and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, and obstruction whatsoever.

OWNER HEREBY CERTIFIES THAT ALL OF THE PROPERTY DESCRIBED ON EXHIBIT A IS LOCATED IN MARSHAL COMMUNITY SCHOOL DISTRICT, CLARK COUNTY, ILLINOIS.

All conveyances of property hereinafter made by the present or future owners of any of the land described in the Surveyor's Certificate attached to the Plat shall by adopting the description of said platted land, be taken and understood as incorporating in all such conveyances, without repeating the same, the following covenants as being applicable to each tract of land described in said Surveyor's Certificate, and to all lots in the Subdivision unless otherwise stated.

DECLARATION OF COVENANTS AND RESTRICTIONS

GENERAL

The Subdivision includes one type of lots as shown on the Plat (the "Lots"), which shall be developed for single family dwellings only, and the covenants and restrictions contained in this declaration shall apply specifically to said Lots and to all Lot Tenants.

DEFINITIONS

In addition to words and terms defined within the Owner's Certificate above or within these covenants, for the purpose of this declaration, the following words and terms are hereby defined.

Accessory Building: A separate structure which is incidental to the residential use of a Dwelling located on the same Building Site. Such Accessory Buildings may be constructed only with the approval of the Architectural Control Committee (the "Committee").

Bay: An area in an attached garage or a detached garage incidental to a Dwelling located on the same Building Site constructed to accommodate one vehicle.

Building Area: That portion of a Building Site within which the construction and maintenance of allowed structures is permitted. This excludes, without limitation, the area of any easements affecting the Building Site, required setbacks and any area which is designated as flood plain.

Building Site: A portion of the Subdivision consisting of one or more entire Lots on which the construction and maintenance of an allowed structure or allowed structures is approved by the Committee.

Detached Garage: An Accessory Building which is primarily designed for the housing of land vehicles and boats. A Detached Garage may be constructed to allow some of the Household members to reside in a portion thereof so long as the residential portion of the structure is constructed after the Dwelling to which the structure is incidental is fully complete.

Dwelling: A single structure, or a main structure and the portion of a Detached Garage incidental thereto constructed for such purpose as allowed by the definition of Detached Garage, constructed or to be constructed on a Building Site for as a residence primarily by one (1) Household.

Ground Floor Area: That portion of a Dwelling, or of the main structure of a Dwelling consisting of a main structure and a portion of a Detached Garage, which is constructed over a basement or foundation, and is above immediately surrounding grade but not over any other portion of the Dwelling.

Household: A Single Family or other group of people regularly living together and generally responsible for the financial and personal well-being of the group, and performing activities such as cleaning, cooking, and shopping generally for the collective benefit of the group, allocated to reflect reciprocal responsibilities among the individuals in the group.

Impervious Surface: A surface though which water will not pass, thus causing water to run off onto another surface.

Lot Tenant: A person, group of persons, trust or group of trusts who or which are collectively the tenant/lessee or tenants/lessees of a Lot pursuant to a valid lease from Owner with an initial term of more than forty-nine (49) years. When dealing with the Association and/or otherwise with respect to the Subdivision, a group of Lot Tenants leasing a single Lot or combined Lots shall constitute a single Lot Tenant.

Single Family: A group of related people consisting of a one or more individuals, together with their living ancestors, descendants and/or in-laws, all of whom are living together.

COVENANTS

1. Allowable Structure: No structure shall be erected, altered, placed or permitted to remain on any Building Site other than one (1) Dwelling, as defined above, and up to two (2) Accessory Buildings incidental to residential use of the Dwelling, as approved by the Committee. For clarity, if a Dwelling consists of a main structure and a portion of a Detached Garage, the Detached Garage shall count as one of the two (2) Accessory Buildings that may be erected, altered, placed or permitted to remain on the affected Building Site.

2. Architectural Control Committee:

(a). Committee Membership: The Architectural Control Committee (the "Committee") shall be composed of three (3) members of the Board of Commissioners of the Clark County Park District ("Board"), which three (3) Committee members shall be appointed by said Board, and the Executive Director for the Clark County Park District. Being a Lot Tenant will not cause a member of the Board to be ineligible to serve as a member of the Committee. The Board shall retain the authority and responsibility for appointing members of the Committee.

(b). Purpose and Powers: The purpose of the Committee to promote the reasonable development and maintenance of the Subdivision, and the enhancement of property values therein. Therefore, the Committee shall have the right and power to approve or reject plans for construction of structures, related amenities and landscaping where it finds said plans do not, in the Committee's discretion, advance said purpose. Without limitation, the Committee shall have the power to reduce minimum dwelling size requirements where, in the discretion of the Committee, the size, shape, and location of the affected Lot warrants such variance.

(c). Building, Plats, etc.: No building, dwelling, fence, other structure, landscaping or excavation shall be erected, constructed, altered, performed, moved or maintained (collectively "constructed") upon, over or under any part of said Subdivision unless plans therefore are first submitted to and approved in writing by the Committee. A request for Committee approval (a "Construction Request") shall be in writing and accompanied by detailed plans and specifications showing the nature, kinds, shapes, heights, materials, color schemes, and elevations of all proposed structures and/or landscaping, and a site plan showing Lot lines, boundaries of the affected Building Site, distances from said Lot lines and boundaries to the proposed structures and/or landscaping, and the grading/drainage plans for the Building Site. Until a copy of the Construction Request, including all such plans and specifications, as approved, is deposited for permanent record with the Committee, construction may not begin. All Construction Requests shall be submitted by hand delivery to or by certified mail, return receipt requested, to the home address of all members of the Committee, which addresses shall be kept on record at the headquarters of Owner.

(d). Approval by Committee: The Committee shall, review and approve or disapprove all Construction Requests, and after satisfactory completion of an approved construction project,

issue a Certificate of Completion. Approval may not be presumed by a failure by the Committee to affirmatively approve or disapprove a Construction Request unless and until (i) the written Construction Request has been submitted to all members of the Committee as provided in Section 2(c) above, (ii) sixty (60) days have elapsed after submission of the Construction Request to all members of the Committee as provided in Section 2(c) above, and (iii) the Committee has failed to affirmatively approve or disapprove any the Construction Request in whole or in part.

(e) Right of Inspection: During any construction approved by the Committee, any member of the Committee, or any agent of the Committee, shall have the right to enter upon and inspect, during reasonable hours, the Building Site and the construction thereon for the purpose of ascertaining whether or not the provisions of these covenants have been and are being fully complied with, and such member of the Committee, or agent of the Committee, shall not be deemed guilty or trespass by reason of such entry and inspection.

(f) Waiver of Liability: Neither the approval by the Committee of any Construction Request or any other matter requiring approval by the Committee, in whole or in part, nor the issuance of any Certificate of Completion shall be deemed to be a waiver by the Committee of its right to review and disapprove any other features or elements embodied in the same or a later Construction Request submitted for approval affecting the same or any other Building Site. Neither the said Committee nor any member thereof, nor Owner, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be constructed or shown on any plans and/or specifications, or any construction performed in accordance with any other matter, whether or not the same has been approved by the Committee or any member thereof, or in any way by, on behalf of or for the benefit of the Owner.

(g) Constructive Evidence of Action by Committee: Any title company or person certifying, guaranteeing, or insuring title to or an interest in any Lot or other parcel in such Subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

(h) Fences and Mailboxes: All fences, whether of organic or inorganic materials, must be approved in writing by the Committee with respect to location, size, shape and appearance prior to construction thereof. The Committee shall promote use of fences and mailboxes of consistent design and appearance throughout the Subdivision.

(i) Garages. A garage incidental to a Dwelling may include up to three (3) Bays, unless a larger number is approved by the Committee.

3. Minimum Dwelling - Quality and Size: It is the general intent and purpose of these covenants to assure that all Dwellings and incidental structures thereto shall be constructed using high quality of workmanship and materials substantially the same or better than can be readily obtained and

utilized in Clark County, Illinois residential construction projects on the date these covenants are recorded. For the Dwellings the following specific covenants shall also apply:

(a) The ground floor area above surrounding grade of a main Dwelling structure of less than two (2) stories, exclusive of open porches and garage, shall be not less than two thousand (2,000) square feet. For a main Dwelling structure of more than one (1) story, the ground floor area, exclusive of open porches and garage, shall be not less than one thousand five hundred (1,500) square feet, and the total floor area shall not be less than two thousand (2,000) square feet, exclusive of open porches and garage.

(b) Only architectural shingles may be used.

(c) Manufactured homes/trailers are prohibited.

(d) Modular homes may only be approved, constructed and maintained if the final appearance and quality of construction is of comparable quality to site built homes in the Subdivision. Any approved modular home must be on a full foundation including the areas of the access steps, porches and garage.

(e) Brick or stone must be used for architectural emphasis on a portion of the exterior.

(f) Notwithstanding the other provisions of this Section 3, all main Dwelling structures that are located on any of the Lots as of the date that this document is recorded with the Clark County Recorder may remain, so long as (i) driveway and garage requirements are met, (ii) the exterior is repaired (if necessary) and maintained in excellent condition, (iii) any additions or repairs conform to these requirements (except for the requirement of minimum square footage), and (iv) exterior colors and landscaping designs are approved by the Committee.

4. Structure Location: Unless otherwise provided herein with respect to specific types of structures, no structure or part thereof shall be located on any Lot closer than thirty-five (35) feet to the front street right-of-way, closer to Mill Creek Lake than the Building Setback Elevation as shown on the Plat, closer than fifteen (15) feet to any side Lot line.

No structures other than approved boat docks shall be constructed within the high water line of Mill Creek Lake.

Where a Building Site consists of more than one (1) Lot, the above provisions shall be applicable to the boundary lines of the entire Building Site rather than to each included Lot.

5. Dwellings per Building Site: Only one (1) Dwelling shall be constructed on a single Building Site. No re-platting or subdividing of any Lot shall be permitted, where the effect of such re-platting or subdividing would be to reduce the area or width of the Lot below ninety percent (90%) of the area or width of the Lot as shown on the original Plat.

6. Utility Services: Utility services supplied to Dwellings, Accessory Buildings and any other structures within the Subdivision shall be supplied only by service lines buried below the surface of the ground of the affected Building Site. Owner shall upon request grant an easement in writing on reasonable terms around the ten foot (10') perimeter of the Lots as is reasonably necessary or prudent for the installation of such underground facilities for the provision of such service generally to Lots within the Subdivision. All utilities serving the Subdivision and all connections made thereto shall be located beneath the surface of the ground, excepting therefrom transformer installations and service pedestals no larger than two (2) square feet. Required above ground appurtenances to the underground utility system shall be located within six (6) feet of side Lot lines.
7. Easements. No structures, walls, fences, plantings, or any materials shall be constructed or otherwise permitted to remain within the platted easements or right of ways which may damage or interfere with the installation, operation, or maintenance of roadways or utilities.
8. Percentage of Impervious Surface Coverage: The total Impervious Surfaces of all structures on a Building Site, including without limitation the Dwelling, any Accessory Buildings and any other structures, driveways, patios and sidewalks shall not cover a total of more than ten percent (10%) of the Building Site, except with the prior written approval of the Committee and any governmental organizations with authority over such matters.
9. Permissible Building - Time and Order of Construction: All Structures constructed on any Building Site shall be constructed of new material of high quality suitably adapted for use in the construction of residential structures, and no old/used materials or structures of any type shall be placed on or moved to any Lot [other than as permitted in Section 3(d) above]. Accessory Buildings shall require prior written approval of the Committee and shall not be constructed prior to substantial completion of the construction of the Dwelling to which it is incidental. The provisions herein shall not apply to temporary structures erected by builders in connection with the construction of any Dwelling or Accessory Building and which are promptly removed upon completion of such Dwelling or Accessory Building. Nor shall the provisions of this Section 9 shall not dictate the timing of, or preclude the construction of (i) a Detached Garage (used for storage and parking purposes only) constructed in accordance with the provisions herein, the design of which is approved by the Committee or (ii) an approved boat dock constructed on the shore line adjacent to a Lot.
10. Non-Occupancy and Diligence during Construction: The work of construction of any structure on Building Site shall be prosecuted diligently and continuously from the time of commencement, and no such structure shall be occupied during the course of construction until the structure is substantially completed. No excavation except as is necessary for approved construction shall be permitted. No construction on any Building Site shall be suspended for more than twenty (20) working days. In all events, construction on any Building Site shall be completed within nine (9) months following commencement thereof.

11. Maintenance of Building Site, Structures and Lots. During the course of construction all materials and equipment shall be stored only on the Building Site for which the construction is approved and in progress. Debris and/or waste involved in construction shall be confined to and suitably covered on the Building Site for which the construction is approved and in progress and shall be removed from the lot at least weekly. Lightweight debris and/or waste involved in construction shall be stored in suitable containers to prevent the debris and/or waste from blowing off of or around the Lot for which the construction is approved. Debris and/or waste shall not be burned upon any Building Site.

During construction, any existing drainage tile shall not be damaged or obstructed, and if damaged or obstructed by the construction, such drainage tile shall be repaired, cleared and/or rerouted as necessary at the cost of the Lot Tenant performing the construction (or for whom it is being performed) to re-establish the efficiency of the tile as it existed prior to the damage or obstruction.

After construction, all structures on Lots must be well maintained, including regular mowing unless the Committee approves a natural prairie or woods plan, so the Lot remains clear of debris and other noxious, invasive and/or offensive plants or materials.

No Lot shall be used or maintained as a dumping ground for debris and/or waste. Debris and/or waste shall be kept only in sanitary containers and shall not be dumped upon any other Lot or parcel in the Subdivision. All containers and/or other equipment for the storage and disposal of debris and/or waste shall be maintained either inside a garage or other approved structure so as not to be visible from other Lots or parcels in the Subdivision.

Except as specifically provided hereinafter, debris and/or waste shall not be burned upon any Lot. Properly controlled and supervised leaf burning of leaves in the fall shall be permitted in accordance with any applicable laws and regulations, and only after the Lot Tenant presents to the Association, a valid certificate of insurance evidencing the existence of an adequate insurance policy in effect and covering any injury and/or damage that may be caused by such activity to any person or property in the Subdivision, on Mill Creek Lake or otherwise in Mill Creek Park.

12. Temporary Structures: No trailer, tent, shack or other structure of a temporary character shall be erected and/or used on any Lot at any time or for any purpose, except for occasional recreational tent camping on the Lot.

13. Signs: Except as specifically provided hereinafter, no sign of any kind shall be displayed on any Lot within the public view. Two (2) signs of not more than five square feet each, one (1) in the front yard and one (1) in the back yard, advertising the Lot Tenant's interest in the Lot and improvements thereon for sale or sublease, and temporary signs used by a building contractor during construction on the Lot may be temporarily located on a Lot.

14. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, fracking or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected,

maintained or permitted upon any Lot. No person, whether an individual or a statutory business entity, shall strip, excavate, or otherwise remove soil from any Lot for sale or use other than on the Lot from which the same shall be taken.

15. Livestock and Poultry: Except as specifically provided hereinafter, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Not more than two (2) dogs, four (4) cats, and other animals commonly kept as indoor household pets may be kept on a Lot, provided that they are not allowed to roam free or raised, bread or kept for any commercial or illegal purpose.

16. Storage: No building material of any kind or character shall be placed or stored upon a Lot or Building Site until construction for which it is intended to be used is approved by the Committee, where such approval is required, and the Lot Tenant is ready to commence construction, and then such materials shall be placed and kept neatly within the property lines of the Building Site upon which the permitted construction will be performed.

17. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above ground level shall be placed or permitted to remain on any Lot within the triangular area formed by the front right-of-way line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the same side of the driveway towards fifteen (15) feet away from the street right-of-way.

18. Off-Street Parking: All Lot Tenants shall provide a garage (attached or detached) with at least two (2) available Bays. Any vehicles and/or boats in excess of those using existing Bays must be in regular use, and not merely parked on site for only occasional use or long term storage.

19. Driveways: Each Lot Tenant shall incidental to the Dwelling on the Lot repair and maintain in good condition, an asphalt or concrete driveway, with a culvert if so required by the Illinois Department of Transportation, or its successor, or any local government body with proper jurisdiction over such matters. Such driveway shall be completed no later than one (1) year after the granting of a Certificate of Occupancy for, or the time of actual occupancy of the Dwelling to which it is incidental, whichever is earlier. With prior written consent of the Committee, Lot Tenants of adjoining Lots may enter into an agreement for shared use and maintenance of a single driveway serving the Dwellings on their respective Lots.

20. Nuisances: No nuisance, or noxious, offensive or illegal activity shall be carried on upon any Lot. Grass and/or weeds on vacant lots shall be kept less than twelve (12) inches high. If the Lot Tenant fails to do so, the Association may cause grass and/or weeds to be cut and a lien in favor of the Association shall exist and notice thereof may be recorded against the Lot for the actual cost of such mowing, and preparation and recording of the lien.

21. Waiver: The failure of the Committee, the Association, Owner or any Lot Tenant to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which the Subdivision, the Lots and/or any part thereof, is subject, shall in no event be deemed a waiver of

any of such parties' right to do so thereafter, or to enforce any other restriction, condition, covenant, reservation lien or charge.

22. Term: These covenants are to run with the land comprising the Subdivision and shall be binding upon Owner and all Lots and Lot Tenants and all persons or entities under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of fifty (50) years unless an instrument signed by Owner or its successors or assigns, has been recorded, agreeing to change said covenants in whole or in part. These covenants may be changed or supplemented as specified in Section 24 below; provided any such change shall be effective only if in conformance with Clark County laws and regulations and upon being recorded with the Clark County Recorder.

23. Enforcement: Enforcement of these covenants shall be by proceedings brought by any Lot Tenant, Owner, the Committee or the Association at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages or both. In connection with any enforcement proceedings, the party violating the covenants shall be liable to the enforcing party, for the enforcing party's costs incurred in connection with such negotiating and/or prosecuting enforcement, including without limitation reasonable attorneys' fees and court proceedings.

24. Authority to Change or Release Rights: Owner shall have the sole and exclusive authority at any time to change, supplement or release, from time to time any part of the restrictions, conditions, covenants, reservations, or charges herein set forth. Upon conformance with all applicable laws and regulations, and upon the recording in the Recorder's Office of Clark County, Illinois, such change, supplement or release shall be deemed effective. Notwithstanding the foregoing, any such change or supplement which results in additional limitations on Lots or Lot Tenants shall require the written consent and approval of Lot Tenants leasing at least fifty-one percent (51%) of the Lots in the Subdivision in addition to the approval of Owner.

25. Property Tax Requirements: All Lot Tenants shall be responsible for property taxes as assessed by the Clark County Assessor's office. Failure to pay or maintain these taxes will result in any and all improvements to said Lot reverting back to the Clark County Park District. Lot Tenants shall be subject to all fines for non-compliance of these covenants and/or by the by-laws, rules and/or regulations adopted herein by the Committee.

Accordingly, the Committee shall have the following powers:

- (a) Authority to enforce these covenants;
- (b) Authority to levy dues assessments for the common maintenance of the Subdivision and operation of the Committee, and reasonable fines; and
- (c) Authority to take other reasonable actions in the best interest of the Subdivision.

26. Post Lantern: Each Lot Tenant shall, upon construction of a Dwelling on their Lot shall install and maintain in good working order an electric post lantern within thirty (30) feet of the intersection of the driveway on the Lot and the street right-of-way. The lantern shall be equipped for automatic illumination during the hours of darkness by standard white exterior lights having an equivalent minimum of seventy-five (75) Watts.
28. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, liens, or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be affected or impaired by such invalidity of unenforceability.
29. Satellite Dishes, Antennas and Other Equipment: No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently except those less than twenty inches (20") in diameter, placed in locations as approved by the Committee.
30. Shoreline. Each Lot Tenant shall be responsible for installing rip-rap or other appropriate materials, as approved in advance by the Committee, and for taking and paying the costs of such actions as may be necessary and/or useful in order to reasonably control erosion of the Mill Creek Lake shoreline abutting their Lot.
31. Docks. Docks may be constructed and maintained as incidental to the Dwelling constructed on each Building Site. All docks constructed and maintained as incidental to the Dwelling on a Building Site shall be mounted perpendicular to the shoreline, constructed with high quality workmanship and materials, and be subject to the prior written approval of the Committee. Lot Tenants that construct a dock as permitted herein shall be solely responsible for maintaining the structure in a safe, durable and attractive condition. The specific location of any dock shall be identified in Lot Tenants' leases.
32. Mill Creek Lake.
- (a) Each Lot Tenant, and their invitees, may access Mill Creek Lake directly from the Tenant's Lot. The water in, and the land under, Mill Creek Lake are and shall remain owned by Owner unless and until subsequently conveyed. The interest in any Lot acquired by a Lot Tenant (and/or by their assigns), shall extend only to the Lot line as shown on the Plat. No Lot Tenant, nor any successors or assigns of a Lot Tenant, shall by virtue of their lease have any right with respect to any stream that is a tributary to Mill Creek Lake, or with respect to said Mill Creek Lake, the land thereunder, the water therein, or its or their elevations, use or condition, and none of said Lots shall have any riparian rights or incidents appurtenant. Further no additional interest shall pass to any Lot Tenant, or any assigns of a Lot Tenant, by reliction or submergence or changing water elevations. Owner, and its successors and

assigns, shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of land under the Lake which is contiguous to any Lot.

(b) Owner reserves to itself and its successors and assigns, a perpetual easement upon, across and through each of the Lots as is necessary in connection with operation and maintenance of Mill Creek Lake. Notwithstanding the foregoing, neither Owner, nor its successors or assigns, shall be responsible for the alteration of the shoreline or water elevations, whether resulting from natural cause, normal wear and tear, or otherwise. Without limiting the generality of the immediately preceding sentence, neither Owner, nor its successors or assigns, shall be liable for damages caused by ice, erosion, washing, receding, or other action of the water.

(c) Owners reserves to itself, and its successors and assigns, the right to raise and lower the elevation of Mill Creek Lake, but neither Owner, nor any of its successors or assigns, shall have the right to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of Mill Creek Lake to an elevation above that indicated on the Plat.

IN WITNESS WHEREOF, this instrument has been executed by Clark County Park District, as the owner/developer of the tracts of real estate included in MILL CREEK RIDGE, Clark County, Illinois, this _____ day of _____ 2015.

Clark County Park District

By: _____
(Print) _____
President

Attest:

(Print) _____
Secretary

STATE OF ILLINOIS)
)
COUNTY OF CLARK)

Given under my hand and Notarial Seal, this _____ day of _____, 2015.

(SEAL) _____
Notary Public

PREPARED BY AND, UPON RECORDING,
RETURN TO:

MATT C. DEERING
Meyer Capel, A Professional Corporation
300 W. Church St., P.O. Box 6750
Champaign, IL 61820-6750