

BY-LAWS OF  
KELLART LAKE LOT OWNERS ASSOCIATION

As amended August 23, 2025

ARTICLE I

Purposes

To act for and on behalf of the owners of lots in Kellart Lake Subdivision, or any addition thereto, in matter of mutual interest or of a civic nature, to provide for the integrity of the lake and common areas, to insure the greatest enjoyment by the Membership of the facilities available or to be made available in the Subdivision or any Addition thereto.

ARTICLE II

Powers

Powers now or hereafter conferred by the General Not For Profit Corporation Act of the State of Illinois may be exercised by the Association.

ARTICLE III

Members and Classes of Membership

SECTION 1-Membership in the Association shall be as follows:

**COVENANT MEMBERSHIP**- Covenant membership is incident to the ownership of a building site or residence in Kellart Lake Subdivision, or in any addition thereto, pursuant to the covenants set forth in the recorded plats thereof. The owner or owners of record of each such building site or residence shall automatically be a Covenant Member of the Association. Any person who is the owner of more than one such building site and/or residence shall have one Covenant Membership for each such site and/or residence.

Kellart Lake Lot Owners Association property is for the sole and exclusive use of Kellart Lake Lot Owners Association members in good standing and their invited guests. An Association member is in good standing if there are no outstanding dues or assessments against any of his lots.

From time to time the Board of Directors may, at their discretion, grant permission to civic, religious, not-for-profit, or other groups to use the Association facilities, provided such groups shall provide a certificate of insurance indemnifying the Association in case of injury, accident or death.

**TENANT MEMBERSHIP**- Tenant membership is incident to the rental, lease, or purchase through contract for deed, of a residence in Kellart Lake Subdivision. Tenant Membership can only be created through the rental, lease, or purchase through contract for deed of an existing residence. The rental, lease, or sale via contract for deed of a vacant lot

does not create any membership rights nor does it confer any lake use privileges to the renter, leaser, or purchaser via contract for deed.

SECTION 2- On transfer of ownership of any building site or residence, transferee automatically succeed to the class membership in the Association applicable to such building site or residence. No transfer, however, shall operate to relieve the transferor or the premises transferred from liability for obligation incident to the membership, accrued to the date of transfer.

SECTION 3- VOTING RIGHTS OF MEMBERS- Covenant Members of the Association in good standing shall be entitles to vote in person or by proxy at any meeting of the Association on any proposition or question. Tenant Members of the Association shall have no voting rights.

## ARTICLE IV

### Meetings of Members

SECTION 1-THE ANNUAL MEETING. The Annual Meeting shall be held on the fourth Saturday in the month of August in each year or another date set by the Board of Directors. This will be announced by any convenient electronic means.

SECTION 2- SPECIAL MEETINGS. Special Meetings may be called by the President, or in his absence, the Vice-President, or by not less than ten (10) Covenant Members of the Association. Notice of such Special Meeting must be given publication in at least two (2) successive issues of the Cissna Park News no more than thirty (30) days nor less than seven (7) days prior to such Special Meeting, or by mail, text, website, email or any other electronic notification.

SECTION 3-QUORUM- Fifteen or more Covenant Members present at any meeting or represented by proxy shall constitute a quorum. If a quorum is not present at any meeting of the members, a majority of the Covenant Members present may adjourn the meeting from time to time without further notice.

## ARTICLE V

### Board of Directors

SECTION 1- The Board of Directors, consisting of seven (7) Directors, shall constitute the governing body of the Association. Only Covenant members of the Association are eligible to be elected or serve as Directors. Each year Directors shall be elected for terms of three years to succeed Directors whose terms have expired. Directors may be elected to succeed themselves.

SECTION 2- GENERAL POWERS. The Board of Directors shall have the general management and direction of all affairs of the Association and shall make recommendations for changes in the By-Laws with approval of a quorum of Association Covenant Members at an Annual Meeting.

Assessments and charges for expenses which are not provided for and funded in the Budget shall be made by the Board of Directors, and the time of payment shall likewise be determined by them. The specific purpose of any special assessment approved by the Board shall be set forth in a written notice of such assessment sent or delivered to each lot owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus and may, at the direction of the Board, either be returned to the lot owners or applied as a credit toward future assessments.

SECTION 3-REGULAR MEETINGS.A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as the annual meeting of the members. The Board of Directors will provide, at said meeting, by resolution, the time and place, within Iroquois County, State of Illinois, for the holding of additional regular meetings, numbering no less than five per year, of the Board without other notice than such resolution.

SECTION 4- SPECIAL MEETINGS .Special meetings of the Board of Directors may be called by or at the request of the President or any three Directors. The person or persons authorized to call special meetings of the Board may fix any place, within Iroquois County, State of Illinois, as the place for holding any special meeting of the Board called by them.

SECTION 5- NOTICE. Notice of any meeting of the Board of Directors shall be given at least two days previous thereto, in person, by telephone, or written notice delivered personally, sent by mail to each director at his address as shown in the records of the corporation, or any convenient electronic method. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon paid. If delivered by phone, such message shall be deemed to be delivered when it is left on an automated answering device.

SECTION 6- COMMITTEES. The Board of Directors may appoint such committees of Association members as it may deem advisable and delegate to such committees the powers and authority deemed necessary to accomplish the purpose for which such committees are appointed.

## ARTICLE VI

### Officers

SECTION 1- OFFICERS. The officers of the corporation shall be a President, Vice-President, Secretary, and a Treasurer, and their duties shall be those generally appertaining to such officers, as hereinafter provided.

SECTION 2- ELECTION. The officers of the corporation shall be elected by the Board of Directors, each for a term of one year or until his successor is elected and qualified, such election to be held at the Annual Directors Meeting, or as soon thereafter as conveniently may be done. Any officer or agent elected or appointed by the Board of Directors may be removed from such office or position by the Board of Directors whenever in its judgment, the best interest of the Association shall be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the persons so removed.

SECTION 3- VACANCIES. A vacancy in any office or Directorship because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 4-PRESIDENT. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgage, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 5-VICE-PRESIDENT. In the absence of the President, or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have all of the powers of and be subject to all of the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 6-TREASURER. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; create and issue billings to members for annual dues and assessments, receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of **ARTICLE VII** of these By-Laws, prepare and present an annual financial report showing all income, expenditures, assets and account balances for each fund the Association may maintain, to the annual meeting; and in general perform all the duties as from time to time be assigned to him by the President or the Board of Directors.

SECTION 7- SECRETARY. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation, and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary by each member; and in general perform all duties incident to the office of Secretary and in such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8- ANNUAL REPORTS. The officers of the Association shall submit to each Annual Meeting a detailed report of the business transacted during the preceding fiscal year and will be posted on the Kellart Lake website.

## ARTICLE VII

### Contracts, Checks, Deposits and Funds

SECTION 1-CONTRACTS-The Board of Directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument, in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2- CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall from time to time be approved by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer. No distribution of funds in excess of one thousand (\$1000) dollars will be made without prior approval of the Board of Directors. Checks in excess of \$750.00 are to be signed by the Treasurer and either the President or Vice-President.

SECTION 3- DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may direct.

SECTION 4-GIFTS. The Board of Directors may accept, on behalf of the corporation, any gift, bequest or devise for the general purposes or for any special purpose of the corporation.

## ARTICLE VIII

### Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the corporation may be

inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

## ARTICLE IX

### Fiscal Year

The fiscal year of the Association shall be from September 1 in each year to August 31 of the following year.

## ARTICLE X

### Membership Obligations

Covenant Members shall be subject to such regulations and assessments as shall be imposed by the Association with respect to ownership and enjoyment of building sites or residences in Kellart Lake Subdivision. Tenant Members shall be subject to such regulations as shall be imposed by the Association with respect to residence and enjoyment of residences in Kellart Lake Subdivision. Tenant Members are specifically exempted from dues and other assessments by the Association.

The breach of any of the foregoing covenants, or the violation of any of the foregoing restrictions, shall be sufficient warrant and authority for the owner or owners of any lot or lots in said subdivision, or the Board of Directors, in any court of competent jurisdiction to recover damages for such breach, or to restrain such violation, and to invoke and prosecute any and every other remedy, available at law or in equity, contemporaneously. The owner or owners of any lot or lots in said Subdivision, who shall be guilty of such breach or violation, shall be liable for any costs and expenses of the complainant resulting from such litigation and shall be liable for complainant's reasonable attorney's fees. Such covenants and restrictions shall extend to and be obligatory upon the heirs, executors, administrators, successors and assignees of each lot owner in said Subdivision. No failure to enforce any right promptly, arising as a result of any default in the performance of any of the provisions hereof, shall be construed to operate as a waiver of any covenant or restriction.

## ARTICLE XI

### Seal

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the words "KELLART LAKE LOT OWNERS ASSOCIATION, INC."

## ARTICLE XII

### Building and Lot Use Regulations

#### SECTION 1- SINGLE RESIDENCES EXCLUSIVELY

**SECTION A-RESIDENCE SIZE AND USAGE-** Said lots shall be used for residential purposes exclusively, and only single dwelling houses of no less than thirteen hundred (1300) square feet of floor space, exclusive of garage, unheated porches, attic or basement, shall be constructed, erected, placed or located on any lot.

No more than 20% (1/5) of all properties at Kellart Lake may be rental properties. The owner of the property shall notify the Board of Directors in writing, and receive Board approval, before renting said property.

1. Renting of Kellart Lake Residences.

It is permissible for homeowners to rent their homes to others, subject to the following:

- a. Leases shall be written for periods of no less than 12 months.
- b. Exceptions to the minimum 12 month requirement would be:
  1. Rental to family members
  2. Rentals to present or future Kellart Lake homeowners
  3. Rentals to be used for emergency housing or sheltering to individuals or families.
  4. For other instances as may be approved upon request to the Board of Directors
  5. In NO case may a home be rented as a VRBO, Air BNB or similar entity.

**SECTION B- OUTBUILDINGS.** One (1) boathouse measuring no greater than eight (8) feet in width and twelve (12) feet in length and measuring no more than ten (10) feet in height when measured from ground level to the highest point of said boathouse, may be erected, placed, constructed or located, subject to approval as provided in SECTIONS F and G, on a waterfront building lot or waterfront residential site, provided said boathouse is connected to, or located within fifteen (15) feet of a boat dock. Said boathouse may have an attached awning, porch or overhang, provided that said overhang is not enclosed by walls, windows, glass, screens or any other such material and provided said boathouse and overhang, porch or awning when measured together do not exceed twenty (20) feet in length, eight (8) feet in width, and ten (10) feet in height when measured from ground level to the highest point of said boathouse.

One outbuilding or storage building measuring not greater than eight (8) feet in width, twelve (12) feet in length and ten (10) feet in height when measured from ground level to the highest point of said building, may be constructed, erected, place or located on offshore lots. This building MUST be placed on the back third (1/3) of the lot, farthest away from the main road. A building permit must be submitted to AND approved by the Board of Directors before putting a building on the lot.

**SECTION C-GARAGES.** One (1) attached garage, not to exceed one thousand (1000) square feet of floor space, and attached to the dwelling by a common wall, may be constructed, erected, placed or located on lots occupied by dwellings, subject to approval as provided in SECTIONS F and G. No free standing garage may be constructed, erected, placed or located on any lot.

**SECTION D- TOILETS.** No latrine or outhouse may be placed or constructed on any lot at Kellart Lake. Certified, portable toilets may be placed on any lot for any purpose for a period of time, not to exceed 4 days, no more than twice a year, except as required by the Iroquois County Public Health Department regulations concerning construction under an Iroquois County building permit. The Board of Directors may provide a certified portable toilet in the main park during the summer season.

**SECTION E- SETBACKS.** The setback lines established by Ash Grove Township, Iroquois County, and the State of Illinois with respect to setbacks from township, county and state roadways take precedence over those established by these Covenants and By-Laws, unless these requirements shall be more restrictive. In the absence of more restrictive ordinances or requirements of Iroquois County, Ash Grove Township, or the State of Illinois, no building or any part thereof, shall be located nearer than ten (10) feet to any side lot. No residence, or any part thereof, shall be located nearer than twenty (20) feet from the rear property of any lots, except where there are adjacent residences, in which case the minimum setback shall be the average of the setbacks of the adjacent residences. No building or any part thereof shall overhang the lake. No building or any part thereof shall be located nearer than thirty-five (35) feet from a properly surveyed property line when said property line is adjacent to any Ash Grove Township roadway, Iroquois County roadway, or fifty (50) feet from a properly surveyed property line when said property line is adjacent to any State of Illinois Route, when measured from the property line to the farthest projection of said building.

The Board of Directors may, at their discretion, waive such setback requirements upon written request of a lot owner, accompanied by a signed statement from the owners of the six lots located closest to the building site, including all lots that are adjacent to the building site, stating their acceptance of the setback variance.

The ten (10) foot side setback may not be varied or waived under any circumstances.

After approval by the Board of Directors, the lot owner must apply to Iroquois County Planning and Zoning Office for an Iroquois County Building Permit and, if applicable, a variance of the Iroquois County setback requirements. (See Appendix A- Iroquois County Planning and Zoning Excerpts)

**SECTION F-BUILDING PERMITS.** No building or structure of any kind shall be constructed, erected, placed, or located on any lot, and no existing structure shall be altered in any way that changes the square footage of said structure, without the issuance of a Kellart Lake Lot Owners Association building permit and, if required, an Iroquois County building permit as provided for herein.

Any and all construction on any lot or lots shall be in compliance with the Building Ordinance for Iroquois County, Illinois, as adopted by the Board of Supervisors of said County in February 2000, and as thereafter, the same may be amended.

**SECTION G- BUILDING PERMIT PROCESS.** Any person desiring to construct, erect, place or locate any type of structure, or alter an existing structure in such a way as to change the square footage of said structure, must apply for a Kellart Lake Lot Owners Association building permit no less than two (2) weeks before applying for an Iroquois County Building permit and not less than two (2) weeks before any work is commenced on the building site. No work may be commenced on the building site before an Iroquois County Building permit is issued.

The President or the Secretary of the Association shall provide Kellart Lake Lot Owners Association building permit applications to lot owners, their agents, or building contractors upon request of the lot owner. Building permit applications must be complete to the satisfaction of the Board of Directors, and approved in writing by the Board of Directors, before a Kellart Lake Lot Owners Building permit will be issued. The Board of Directors reserves the right to reject a building permit application when, in the judgment of the Board of Directors, said application is for a structure or alteration of a structure that is out of character or incompatible with the other structures in the Subdivision. Said Kellart Lake Lot Owners Building permit must be presented to the Iroquois County Planning and Zoning Office in order to secure an Iroquois County Building permit. Issuance of a Kellart Lake Lot Owners Association building permit does not guarantee that an Iroquois County Building permit will be issued.

**SECTION H-COMPLETION OF CONSTRUCTION.** Within twenty-four (24) months of breaking ground for a residence, the lot owner must present to the President or Secretary of the Board of Directors an approved Iroquois County Occupancy Permit for said new residence. If said Occupancy Permit is not presented by the end of the twenty-fourth month after ground is broken, the Board of Directors shall assess said lot owner one hundred dollars (\$100) per day until such occupancy permit is presented. Such assessments shall become a lien on said property and accrue interest at the rate of one and one half percent (1.5%) per month until paid in full.

The Board may, at its discretion, issue an extension of up to ninety (90) days to the above time limit, upon written application from the lot owner. Such an extension may be renewed, at the discretion of the Board of Directors, upon subsequent written application by the lot owner.

**SECTION I- PARTITIONING OF LOTS.** No lot owner shall partition or convey a portion of any lot smaller than the entire lot except to an adjacent lot owner. No portion of any lot may be partitioned or conveyed to any person or persons unless the remaining portion of said lot is of sufficient size to be a buildable lot under the setback and building requirements of Iroquois County and the Kellart Lake Lot Owners Association. No lot may be partitioned or conveyed to more than two (2) persons (husband and wife being considered one (1) person).

**SECTION J- GRADES.** No lot, including driveways, shall be graded in such a manner as to cause damage, including excessive water accumulation, to roadways, to the adjoining land or any improvement thereon.

**SECTION K-WALLS AND FENCES.** No boundary wall or fence shall be constructed to a height of more than five (5) feet, and no boundary hedge or shrubbery shall be permitted to attain a height of more than five (5) feet. Water front walls or hedges shall not be erected or permitted to attain a height in excess of three (3) feet. No boundary wall or fence adjacent to a state, county or township roadway shall be permitted in excess of three (3) feet in height.

**SECTION L- NOXIOUS WEEDS.** Lot owners shall not permit noxious weeds, including Cannabis, or unsightly growth on any lot, and if any lot owner permits the same to grow, the Board of Directors shall have the authority to hire the same cut and collect the cost thereof from the owner of such lot or lots. If said costs are not paid within thirty (30) days of billing, said costs will become a lien against said lot or lots and will accrue interest at the rate of five percent (5%) per month on the unpaid balance until paid in full.

**SECTION M- EROSION.** Lot owner shall not permit erosion upon his lot or lots, including the shoreline, and in the event any lot owner shall fail to take steps necessary to prevent erosion of the soil of his lot or lots, the Board of Directors shall have authority to take such steps as are deemed necessary and to collect the cost thereof from the owner or owners of such lot or lots. If said cost are not paid within thirty (30) days of billing, said costs will become a lien against said lot or lots and will accrue interest at the rate of five percent (5%) per month on the unpaid balance until paid in full.

All culverts and entrances to lots must be installed at lot owner's expense and installed to Iroquois County and Ash Grove Township specifications in order to still provide adequate culvert size and drainage for street and surface waters.

**SECTION N-SEWAGE DISPOSAL.** Lot owner shall take all steps necessary to properly treat and dispose of all sewage from his lot in such a healthful, sanitary manner as will meet the approval of the Board of Directors and state and local health authorities, but should a sewage system for the subdivision be constructed, each owner of a dwelling then or thereafter constructed shall connect such dwelling therewith. No sewer, septic or other treated water is to be drained into the lake at any time.

**SECTION O-NUISANCES.** Nothing shall be done on any lot which may be or become a nuisance or annoyance to the neighborhood. The accumulation of trash, construction materials, furniture or other unsightly items on a lot or outside a residence is prohibited. No sign of any character shall be displayed, except that the owner may display on his premises a "For Sale" or "For Rent" sign not to exceed three (3) feet in any dimension, referring only to the premises on which displayed.

No vehicle which is not currently licensed by the state of Illinois, or other state, or no vehicle which is incapable of legal operation upon the roadways of Illinois, may be kept, stored or located on any lot, roadway or residential site, unless enclosed in a garage. This provision shall not be construed to prevent a lot owner from performing routine maintenance and service, of less than one week's duration, on his own vehicle, within the subdivision.

## SECTION P-LOT OWNER' ASSOCIATION- DUES AND LAKE WATER QUALITY MAINTENANCE FUND.

A lot or residence owner, upon becoming such, shall automatically become a Covenant Member of an association now in existence and known as "Kellart Lake Lot Owners' Association", and shall maintain such membership in said association, observing and abiding by all rules adopted by said association, and pay any and all membership dues and assessments levied by said association. For the purposes of lake and ground maintenance and the expenses of the association as approved by the Board of Directors, Covenant members shall be assessed yearly dues for each vacant lot or proportionate share and/or each residential lot, and the Board of Directors reserves the right to increase said assessment if such assessments are inadequate to pay expenses of the association, exclusive of the Lake Water Quality Maintenance Fund assessment. Once such assessment is made by the association, said assessment shall be a lien upon such lot assessed until such assessment is paid in full. Said assessments shall be billed on April 1 of each year and cover the period of April 1 of the year billed through March 1 of the following year. If said assessments are not paid by April 30 of the billing year, said cost will become a lien against said lot or lots and will accrue interest at the rate of one and one half percent (1.5%) per month on the unpaid balance until paid in full.

If the Board of Directors should determine the available dues are inadequate for the purposes of Kellart Lake Lot Owners Association, the Board of Directors may increase the annual dues by no more than one hundred (\$100) dollars per annum.

In an effort to provide for the maintenance of the lake, levee, spillways and the quality of the water in the lake for current and future lot owners, a Lake Maintenance and Water Quality fund shall be established. Each lot owner, shall be assessed a yearly fee, set by the Board of Directors at the annual meeting.

## SECTION Q- WATER WELLS.

1. **DRINKING WATER-** The Association expressly does not provide a drinking water supply to any lot or residence. The provision of potable water is solely the responsibility of the lot owner.
2. **PRIVATE WELLS-** Any well or wells drilled on and for any lot or lots shall be in compliance with all Iroquois County and State of Illinois regulations.
3. **WELL SPECIFICATIONS-** Each well shall have a pipe of not less than two (2) inches in diameter and from six (6) inches to one (1) foot above the high water level mark of the lake for the purpose of allowing the water from the well to run into the lake when the well is not furnishing water for any other purposes. All surface waters, including effluent from geothermal heating and cooling systems and downspouts, shall be permitted to drain into the lake and shall not be drained into disposal or refusal tile or any other sewage system.
4. **SECTION R-ANIMALS AND PETS.** No swine, poultry, goats, cattle, livestock or animals other than pets, not exceeding two (2) in number; shall be kept upon the property. All dogs while outside of a dwelling, unless otherwise

properly fenced in, shall be kept on a leash. No dog that has a history of biting or excessive barking shall be kept upon the property.

**SECTION S- BOATING FACILITIES AND BOATS**-Lot owners shall be permitted to construct and maintain boat docks, piers and boat houses, subject to such regulations, limitations and supervisions as may be imposed, at any time, by the Board of Directors of Kellart Lake Lot Owners' Association, except that:

- A. Docks constructed in Sandy Bay, Susie Bay, Little Panama and Walker Bay shall not extend further than ten (10) feet into the water when measured from the normal level of the water from the shore.
  - B. Docks built on the main body of Kellart Lake and the smaller back lake, excluding all bays, shall not exceed twenty-four (24) feet in length and sixteen (16) feet in width into the water when measured from the normal level of the water from the shore.
  - C. Any dock existing on the lake on September 1, 2020 that is not in compliance with this provision shall be allowed. Said docks can be maintained and repaired, but if it is replaced, the new dock shall be in compliance with this provision.
  - D. Beaching or mooring of boats belonging to offshore lot owners are permitted at the park OR the boat ramp located adjacent to lot number one (1) from March 1<sup>st</sup> to September 30<sup>th</sup>. No boat may be beached or stored on association property from October 1<sup>st</sup> to April 30<sup>th</sup> of any year.
1. **BOAT OWNERSHIP**- All boats of lot owners shall have the lot number displayed, in numbers at least four (4) inches in height and a Kellart Lake sticker on each side of each such boat, and no boats other than those belonging to lot owners shall be permitted on said lake.
  2. **DERELICT BOATS**- Any boat, in outside storage, which in the judgment of the Board of Directors, has deteriorated to the point of being unsafe or unseaworthy, or any boat which has not been on the water for a period of three years or more must be removed from the Subdivision or moved to enclosed storage.
  3. **HORSEPOWER LIMITS**- The horsepower limit of any motor operation on Kellart Lake shall not exceed 9.9 horsepower. Lot owners may have present on their boat, but not in the water or in operation, a motor which exceeds 9.9 horsepower or in combination with any other motor on said boat which would exceed 9.9 horsepower.
    - a. Jet skis and similar watercraft are not permitted on said lake.
    - b. Offenders will be issued a fine of \$50.00 for the first offense, \$100.00 for the second offense and lake privileges revoked for one year on the third offense.
  4. **NO WAKE ZONES**- Sandy Bay, Susie Bay, Walker Bay and Little Panama Bay are designated NO WAKE ZONES and must be traversed at idle speed.

SECTION T-FUEL STORAGE-All fuel oil or propane storage tanks shall be enclosed in a permanent shelter or be enclosed by a decorative screening devise and will conform to National Fire Protection Association (NFPA) standards and Iroquois County and State of Illinois requirements. No gasoline storage containers in excess of ten (10) gallons in capacity shall be permitted on any lot or residence.

SECTION U- STORAGE- All motorbuses, trailers, transportable vacation or living quarters and any other such items, must be stored in an enclosed building. The homeowner may temporarily park the vehicle/trailer previously mentioned, in their driveway for the purpose of trip preparation, cleanup or maintenance for a period of no longer than 5 consecutive days.

One motorized boat may be stored on a boat owner's property and that boat must be the property of the owner of that lot. It may only be stored on the lot from October 1 to May 1. The Board of Directors may review extenuating circumstances for extensions. A property owner's non-motorized fishing boats, canoes, kayaks, paddle boats or floating docks may be stored on the property owner's property but do not have to be in an enclosed building.

No commercial vehicle, larger than a pickup truck, may be parked overnight in the subdivision, unless parked in a garage, without Board permission.

SECTION V- DRAINAGE SYSTEM. The subterranean drainage system exists to carry surface water runoff away from the lots and roadways. From time to time the Board of Directors may assess lot owners for repairs or replacement of portions of this system which, in the judgment of the Board of Directors, drains, benefits or is adjacent to the lot or lots so assessed.

1. Kellart Lake Lot Owners Association will be responsible for all installation, maintenance and repair on lake tile on lake association property. The Board members shall have the sole discretion in making decisions as to what work will be done.
2. Installation, maintenance, repair or replacement of tile on a lot owner's property is the responsibility of each lot owner.
3. The expense for any tile repair or replacement, or portion thereof, that is located outside the boundaries of Kellart Lake Subdivision shall be borne by the Association, or the Association and the landowner of the outlying land on whose property the repair and/or replacement occurs.
4. Any drainage work ordered by a lot owner on association property without prior approval of the KLLLOA Board of Directors, shall be the sole expense of the lot owner.
5. If said assessments are not paid within thirty (30) days of billing, said assessments will become a lien against said lot or lots and will accrue interest at the rate of one and one half percent (1.5%) per month on the unpaid balance until paid in full.

SECTION W-FISH STOCKING. The Association expressly does not guarantee or warrant that the lake will be stocked with fishes at any time.

SECTION X- SWIMMING. The Association maintains no swimming areas, and expressly does not guarantee or warrant that the lake is safe or suitable for swimming. Guests may swim from Association property only when accompanied by an Association member. Swimming is at the swimmer's own risk.

SECTION Y- CAMPING. Kellart Lake is a residential subdivision. Overnight camping is not permitted.

SECTION Z- GARAGE SALES. Residents of Kellart Lake Subdivision may hold up to two (2) garage or yard sales, of no more than four (4) consecutive day's duration per year. Merchandise, advertising material, decorations, etc. remaining from such sale must be removed from the exterior of the premises at the end of the sale.

## ARTICLE XIII

### Limitations

Each of the foregoing restrictions shall be in full force and effect for a period of five (5) years from August 31, 2005, and shall automatically be extended thereafter for successive periods of five (5) years duration each, except the owners of fifty (50) or more lots in said Subdivision, provided that they are the majority of all votes cast, at any annual meeting prior to the expiration of said five (5) year period or any successive five (5) year period may, execute and record in the Recorder's Office of Iroquois County, Illinois, an instrument in writing abrogating any part of all such restrictions effective at the end of such period.

Any conveyance of any tract, residence or lot, or any contract reference thereto hereafter made by the present or any future owner, wherein lands are conveyed or contracted or recited or described as being in said Subdivision shall, by use of such description, be taken and construed as incorporating therein the easements, detriments, restrictions, covenants and benefits in the instrument recited as being applicable and pertaining thereto.