

**BY-LAWS OF
KELLART LAKE LOT OWNERS ASSOCIATION**

As amended August 31, 2005

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.

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 shall 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 obligations 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 entitled 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.

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 by

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.

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. BOARD OF DIRECTORS. 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. Two Directors shall be elected in the year 1987; two Directors shall be elected in the year 1988; and three Directors shall be elected in the year 1989. 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.

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 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 or sent by mail to each director at his address as shown in the records of the corporation. 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 purposes 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, mortgages, 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.

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 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 dollars (\$1000) will be made without prior approval of the Board of Directors.

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.

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

1. SINGLE RESIDENCES EXCLUSIVELY.

Section A. RESIDENCE SIZE. 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.

Section B. OUTBUILDINGS. One (1) boathouse measuring no greater than eight (8) feet in width and ten (10) feet in length, including all overhangs, 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 that said boathouse and overhang, porch or awning when measured together do not exceed twenty (20) feet in length, eighth (8) feet in width,

and ten (10) feet in height when measured from ground level to the highest point of said boathouse.

One (1) storage building, playhouse, or similar structure measuring no greater than eight (8) feet in width and ten (10) feet in length, including all overhangs, and measuring no more than ten (10) feet in height when measured from ground level to the highest point of said structure may be ~constructed, erected, placed or located, subject to approval as provided in Sections F and G, on any building lot that is already occupied by a dwelling as provided for in Section A.

Only one outbuilding, either a boathouse, storage building, playhouse or other similar structure may be constructed, erected, placed or located on any lot, subject to approval as provided in Sections F and G

No structure of any kind, excepting boathouses as provided for in this section, may be constructed, erected, placed or located on any lot that is not already occupied by a dwelling as provided for in Section A.

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, outhouse, temporary or portable toilet shall be constructed, erected, placed or located on any lot for any purpose or for any period of time, except as required by the Iroquois County Public Health Department regulations concerning construction under an Iroquois County building permit.

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 on any lot 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 line of any lot, 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 the 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.

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 no 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 completed 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

Owners of houses under construction on September 1, 2005 must present an approved Iroquois County Occupancy Permit by August 31, 2007. If said Occupancy Permit is not presented by August 31, 2007, 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 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 (a husband and wife being considered one (1) person).

2. GRADES. No lot shall be graded in such a manner as to cause damage, including excessive water accumulation, to the adjoining land or any improvement thereon.

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

4. NOXIOUS WEEDS. Lot owner shall not permit noxious weeds or unsightly growth on any lot, and if any lot owner permits the same to grow, the Board of Directors shall have 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 30 days of billing, said costs 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.

5. EROSION. Lot owner shall not permit erosion upon his lot or lots, and in 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 costs are not paid within 30 days of billing, said costs 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.

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.

6. SEWAGE DISPOSAL. Lot owner shall take all steps necessary to properly treat and dispose of all sewage from his lot in such 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.

7. 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.

8. LOT OWNERS' ASSOCIATION. 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, each lot or residence owner, for each lot and except for the association, is hereby assessed the sum of \$50 per year for each lot while the same is a vacant lot or while a dwelling is being constructed thereon. Upon issuance of an Iroquois County Occupancy Permit, or full or part time occupancy of a dwelling upon a lot the aforesaid assessment is hereby increased to \$100 per year, and the Board of Directors reserves the right to increase said assessment by no more than ten dollars (\$10) per year if such assessments are inadequate to pay expenses of the association, except that the total of all dues assessments shall not exceed the sum of \$100 per year for a vacant lot and \$150 per year for a residence, 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 31 of the following year. If said assessments are not paid by April 30 of the billing year, said costs 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.

9. WATER WELLS.

Section A. 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.

Section B. 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.

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.

10. 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.

11. BOATING FACILITIES. Lot owners shall be permitted to construct and maintain boat docks, piers and boat houses, subject to such regulations, limitations and supervision as may be imposed, at any time, by the Board of Directors of Kellart Lake Lot Owners' Association, except that any boat docks constructed in Sandy Bay, Susie Bay, and Little Panama Bay shall not extend further than ten (10) feet into the water when measured from the normal level of the water from the shore. Beaching, mooring or storage of boats belonging to offshore lot owners is permitted at the T -dock, park and the boat ramp located adjacent to lot number one from March 1 to September 30. No boat may be beached or stored on association property from October 1 to April 30 of any year.

12. BOATS.

Section A.BOAT OWNERSHIP. All boats of lot owners shall have the lot number displayed, in numbers at least four (4) inches in height, on each side of each such

boat, and no boats other than those belonging to lot owners shall be permitted on said lake.

Section B. DERELICT BOATS. Any boat 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.

Section C. HORSEPOWER LIMITS. Any motor or combination of motors on any particular boat or watercraft, even if said motors are not in the water or incapable of propelling said boat, shall not exceed 9.9 horsepower. Jet skis and similar personal watercraft are not permitted on said lake.

Section D. 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.

13. FUEL STORAGE. All fuel oil or propane storage tanks shall be enclosed in a permanent shelter or be enclosed by a decorative screening device, or buried to conform to National Fire Protection Association (NFP A) 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.

14. STORAGE. All motorbuses, trailers, transportable vacation or living quarters, boat trailers and any other such items, must be stored in an enclosed building. No commercial vehicles may be parked overnight within the subdivision, unless parked in a garage.

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

16. COMPLIANCE WITH BUILDING ORDINANCE. 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.

17. LAKE MAINTENANCE AND WATER QUALITY FUND. In an effort to provide for the maintenance of the lake, levees, 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, for each lot, shall be assessed twenty-five dollars (\$25) per year beginning with the 1995 membership year for said fund. All receipts of said fund shall be deposited in a special account separate from the operating account as described herein under the section LOT OWNERS ASSOCIATION. Expenditures from said account may only be authorized by a two thirds (2/3) vote of the Board of Directors for the purpose of maintaining the lake. Such activities may include, but are not solely limited to, dredging of the lake, repairs to levees, and repairs to spillways.

18. 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 repair or replacement of portions of this system which, in the judgment of the Board of Directors, drains, benefits, or is adjacent to the lot(s) so assessed.

Assessments shall be made using the following formula: 1) the expense for any 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;

2) one half of the expense for any repair or replacement located within the subdivision shall be borne by the Association, the remaining half of the expense shall be assessed, in equal shares, to owners of those lots which, in the judgment of the Board of Directors, are drained, are adjacent to, or benefit from the repair or replacement of said drainage system. If said assessments are not paid within 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.

19. 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.

20. CAMPING. Kellart Lake is a residential subdivision. Overnight camping is not permitted.

21. 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.

22. DISABLED VEHICLES. No vehicle which is not currently licensed by the state of Illinois, or another 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.

23. EXCLUSIVE USE. 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.

24. BREACH OF COVENANT OR VIOLATION OF RESTRICTIONS. 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 assigns 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.

25. 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 that 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 this instrument recited as being applicable and pertaining thereto.

Appendix A

Excerpts from the Iroquois County Building Ordinances

As Amended February 13, 2001

These excerpts from the Iroquois County Ordinances are not part of the Kellart Lake Lot Owners' Association Bylaws, but are included here for reference only.

For a complete set of the Iroquois County Building Ordinances, contact the Planning and Zoning Office of Iroquois County at 1001 East Grant Street, Watseka IL, 60970. Phone number 815-432-6995 or 815-432-7221.

Excerpted from section 2.3:

Site Restrictions:

7. Setback Requirements - All permitted and conditional uses (public utilities exempt) shall maintain a minimum setback in accord with the associated thoroughfare classification. These setback requirements shall not pertain to agricultural uses as described in Section 3.4, 1, b-1.

Agricultural structures shall comply with setback requirements.

<u>Thoroughfare Classification</u>	<u>Maintenance</u>	<u>Setback</u>
Interstate	State	100'
Major	State	100'
Area Service	State	50'
Collector - Major & Minor	County	35'
Land Access	Township	35'

Excerpted from section 3.2:

3.2 WF-2

The WF- 2 Waterfront Residence District is intended to provide recreational and permanent residential sites where the homes front on or surround a lake or similar body of water. The WF-2 District shall apply only to those areas where there exists an Illinois chartered lot owners or condominium association, or if not currently established, will upon completion, be governed by a lot owners or condominium association.

A. Permitted Uses:

Single Family Residence

BULK REQUIREMENT:

Buildable lot size: 9,000 sq. ft.

Minimum Width at Building Line: 75 ft.

Minimum Yards in buildable lot:

Front setback: 10 ft. where the roads are maintained by a homeowner or condominium association

35 ft. where the roads are maintained by a unit of government, except as provided in this Ordinance

Side lot: 10 ft. from the farthest projection of the building.

Rear Setback: 20 ft., except where there are adjacent structures, in which case the minimum setback shall be the average of the setbacks of the adjacent structures.

This is in no way intended to be a complete presentation of the Iroquois County Building Ordinance.

It is possible to apply to the Iroquois County Zoning Board of Appeals for a variance. The appeal process is outlined on the following page.

Planning and Zoning

Iroquois County

1001 East Grant Watseka, IN 460970

Tel. 815-432-6995 or 815-432-7221 Fax 815-432-6984

1. An elevation certificate is required if the property is within 500' of the flood plain as decided by the federal Emergency Management Flood Plain Agency Map. A Base Flood must be established by the applicant if the Base Flood is not stated on the FEMA map.
2. Apply to Iroquois County Planning & Zoning Office to be placed on the agenda for the Zoning Board of Appeals meeting for a variance request.
3. Pay the required fee of \$335.00 for the Zoning Board of Appeals hearing. The hearing will need to be published for fifteen days prior to the meeting.
4. Appear before the Zoning Board of Appeals. A date will be arranged for the public hearing suitable to all involved.
5. Appear before the Planning and Zoning Committee. This Committee meets regularly. The Planning and Zoning Committee reviews all previous information and makes its recommendation to the County Board.
6. The County Board meets the second Tuesday of each month and will make the final action on rezoning requests.

PLEASE NOTE: ATTENDANCE AT THE ZONING BOARD OF APPEALS AND THE PLANNING AND ZONING COMMITTEE IS REQUIRED BY THE APPLICANT OR A REPRESENTATIVE.

Appendix B - Index

This index is not part of the By-laws and Covenants of the Kellart Lake Lot Owners' Association.

It is presented here as an aid to the member and user, and is not warranted to be complete, thorough, or accurate.

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