

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS AND  
COVENANTS FOR LAKE KILLARNEY  
HOME OWNERS ASSOCIATION, INC.

This instrument was prepared by and  
after recording return to:

Katerina Tsoukalas-Heitkemper  
Tressler LLP  
550 East Boughton Road  
Suite 250  
Bolingbrook, IL 604

**AMENDED AND RESTATED DECLARATION OF  
RESTRICTIONS AND COVENANTS FOR  
LAKE KILLARNEY HOME OWNERS ASSOCIATION, INC.**

THIS AMENDED AND RESTATED DECLARATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by LAKE KILLARNEY HOME OWNERS ASSOCIATION, INC. with the approval of the Board of Directors; and

WHEREAS, the Declaration of Restrictions and Covenants for Lake Killarney Units 1, 2, and 3 were recorded with the Record of Deeds of McHenry County in Book 613, Page 443; Book 633, Page 352; and Book 699, 602, respectively, against certain parcels of real estate described in Exhibit A; and

WHEREAS, the LAKE KILLARNEY HOME OWNERS ASSOCIATION, INC. is a not-for-profit homeowners association incorporated on March 15, 1962 under the General Not-for-Profit Corporation Act in order to promote, improve and maintain a good community life for the benefit of residents of Lake Killarney; and

WHEREAS, the LAKE KILLARNEY HOME OWNERS ASSOCIATION, INC. is also subject to the Common Interest Community Association Act ("CICAA") pursuant to a separately adopted resolution by the Board dated \_\_\_\_\_; and

WHEREAS, for LAKE KILLARNEY HOME OWNERS ASSOCIATION, INC is governed by a Board of Directors ("Board"); and

WHEREAS, Section 1-60 of CICAA authorizes the Board, by vote of two-thirds (2/3) of the members of the Board to amend the Declaration to correct an error or omission in the Declaration or other instrument of the Association or otherwise conform the instruments to the applicable law; and

WHEREAS, the Board for LAKE KILLARNEY HOME OWNERS ASSOCIATION, INC. believes that it is in the best interest and welfare of the Association to update the provisions of the Declaration to comply with CICAA and other applicable statutes; and

WHEREAS, this Amended and Restated Declaration has been approved by the two-thirds (2/3) of the members of the Board at a meeting called for that purpose;

NOW THEREFORE, the Declaration is hereby amended and restated as follows:

## **DECLARATION OF RESTRICTIONS AND COVENANTS**

1. No lot or building site may be improved, used, or occupied, for other than private residence purposes. No building shall be altered, erected, placed, or, if erected, permitted to remain, upon any lot or building site other than one detached dwelling, designated for occupancy by a single family. No outbuilding shall be built on the lot or building site except a garage and, in no case shall the garage be constructed before the dwelling.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation.
3. Garages shall be attached to the main dwelling structure by roof or other connection to the building. No imitation or composition siding shall be used and no rolled roofs constructed. All structures shall conform to McHenry County Building Ordinance. All main dwellings shall have at least two coats of paint or exterior finish within 60 days after completion of building.

### **Further Requirements for Unit 1 and Unit 2:**

The main part of the building excluding porches shall not be smaller than 900 square feet of floor area, except on lake front lots which shall not be smaller than 1008 square feet. Areas shall be inclusive of basements, open porches, garage, and attic.

### **Further Requirements for Unit 3:**

All buildings to be erected shall be subject to the following minimum floor area restrictions:

“Living Floor” area shall be defined as space utilized for living purposes, exclusive of basement, open porches, and attic.

- A. The minimum living floor area for a single story dwelling shall be 1200 sq. ft., and the minimum total ground area to be covered by a single story dwelling including an attached garage shall be 1500 sq. ft.
  - B. The minimum living floor area for a raised ranch type or two-story house shall be 1700 sq. ft.
  - C. The minimum living floor area of a split level type house shall be 1500 sq. ft.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the property shall at any time be used as a residence temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No outbuilding shall be built on said property except a garage which shall not be built until the residence is completed. All sanitary facilities shall be in the main dwelling and shall conform to state and local

regulations.

5. No garbage shall be dumped and no sewerage emptied or permitted to flow on said property or any part of said subdivision. The property shall not be used for any business purpose whatsoever and no fowl, hogs, rabbits, goats, sheep or cows shall be raised thereon, and said property shall not be used for any purpose that may be or become a nuisance or annoyance to the community. No signs shall be posted on said property. Only shrubbery or hedges or any fence approved by the Board shall be used for fences.
6. No obstruction to or change in the natural flow of waters on the property shall be made or allowed to exist.
7. The Board reserves the right to change or cancel any or all of these restrictions, if in their judgment the development or lack of development of adjacent property makes that course necessary or advisable.
8. Display of American Flag or Military Flag. Notwithstanding any provision in the Declaration, the By-Laws, or the rules and regulation of the Association, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the Limited Common Ground and facilities of an Owner or on the immediately adjacent exterior of a Unit. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the Limited Common Ground and facilities of an Owner or on the immediately adjacent exterior of a Unit, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this Section:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

9. Use of Technology.



BEING THE MEMBERS OF THE BOARD  
OF DIRECTORS

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF MCHENRY    )

I, \_\_\_\_\_, do hereby certify that I am the duly qualified and acting Secretary of LAKE KILLARNEY HOME OWNERS ASSOCIATION, INC., an Illinois not-for-profit corporation, and as such am the keeper of the records and files of the Association. I certify that at least two-thirds (2/3) of the Members of the Board of Directors have approved the Amended and Restated Declaration.

IN WITNESS WHEREOF, I hereunto affix my hand and seal on this the \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Secretary

SUBSCRIBED and SWORN to before me  
this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Legal Description**

Unit 1 being a subdivision of parts of the Northwest Quarter of Section 1 and the Northeast Quarter of Section 2, all in the Township 43 North, Range 8 East of the Third Principle Meridian, McHenry County, Illinois, and recorded as Document Number 356643, in the County Recorder's, in Book 14 of Plats, Page 25; Unit 2 being a subdivision of parts of the Northwest Quarter of Section 1 Township 43 North, Range 8 East of the Third Principle Meridian, McHenry County, Illinois and recorded as Document 368881, in the County Recorder's Office, in Book 14 of Plats, Page 51; Unit 3 being a subdivision of part of the Northwest Quarter of Section 2, Township 43 North, Range 8 East of the Third Principle Meridian, McHenry County, Illinois, and recorded as Document Number 405460, in the County Recorder's Office, in Book 14, Page 95.

### **IN ADDITION:**

“Properties” Shall include that part of the Northwest Quarter of Section 1, Township 43 North, Range 8 East of the Third Principle Meridian, bounded and described as follows: Commencing at the northwest corner of Section 1; thence Easterly along the North line of said section for a distance of 1045.88 feet to a point; thence Southerly along a line that makes an angle of 90 degrees 28 minutes measured to the right with a prolongation of the last described course for a distance of 501.15 feet to the place of beginning; thence continuing Southerly along the last described course for a distance of 65.65 feet to a point; thence Southwesterly along a line that makes an angle of 13 degrees 46 minutes measured to the right with a prolongation of the last described course for a distance of 144.39 feet to a point; thence Northeasterly along a line that makes an angle of 114 degrees 54 minutes measured the left with a prolongation of the last described course for a distance of 568.32 feet to a point; thence Northwesterly along a line that makes an angle of 94 degrees 26 minutes measured to the left with a prolongation of the last described course for a distance of 30.09 feet; thence Southwesterly along a line that makes an angle of 85 degrees 34 minutes measured to the left with a prolongation of the last described course for a distance of 313.03 feet to a point; thence Northerly along a line that makes an angle of 93 degrees 11 minutes measured to the right with a prolongation of the last described course for a distance of 165.76 feet to a point; thence Southwesterly along a line that makes an angle of 93 degrees 11 minutes measured to the left with a prolongation of the last described course for a distance of 188.9 feet to the place of beginning and containing 1.179 acres more or less and situated in McHenry County, Illinois. Recorded as Document Number 470266 in the County Recorder's Book.

**EXHIBIT B**  
**ADDRESSES AND PINS**

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## **EXHIBIT C**

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## **ARTICLE I DEFINITIONS**

**Section 1.** “Association” shall mean and refer to the Lake Killarney Home Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Illinois, Inc. March 15, 1962.

**Section 2.** “Properties” shall mean and refer to the area known as Lake Killarney Units 1, 2 and 3. Unit 1 being a subdivision of parts of the Northwest Quarter of Section 1 and the Northeast Quarter of Section 2, all in the Township 43 North, Range 8 East of the Third Principle Meridian, McHenry County, Illinois, and recorded as Document Number 356643, in the County Recorder's, in Book 14 of Plats, Page 25; Unit 2 being a subdivision of parts of the Northwest Quarter of Section 1 Township 43 North, Range 8 East of the Third Principle Meridian, McHenry County, Illinois and recorded as Document 368881, in the County Recorder's Office, in Book 14 of Plats, Page 51; Unit 3 being a subdivision of part of the Northwest Quarter of Section 2, Township 43 North, Range 8 East of the Third Principle Meridian, McHenry County, Illinois, and recorded as Document Number 405460, in the County Recorder's Office, in Book 14, Page 95.

**IN ADDITION:** “Properties” Shall include that part of the Northwest Quarter of Section 1, Township 43 North, Range 8 East of the Third Principle Meridian, bounded and described as follows: Commencing at the northwest corner of Section 1; thence Easterly along the North line of said section for a distance of 1045.88 feet to a point; thence Southerly along a line that makes an angle of 90 degrees 28 minutes measured to the right with a prolongation of the last described course for a distance of 501.15 feet to the place of beginning; thence continuing Southerly along the last described course for a distance of 65.65 feet to a point; thence Southwesterly along a line that makes an angle of 13 degrees 46 minutes measured to the right with a prolongation of the last described course for a distance of 144.39 feet to a point; thence Northeasterly along a line that makes an angle of 114 degrees 54 minutes measured the left with a prolongation of the last described course for a distance of 568.32 feet to a point; thence Northwesterly along a line that makes an angle of 94 degrees 26 minutes measured to the left with a prolongation of the last described course for a distance of 30.09 feet; thence Southwesterly along a line that makes an angle of 85 degrees 34 minutes measured to the left with a prolongation of the last described course for a distance of 313.03 feet to a point; thence Northerly along a line that makes an angle of 93 degrees 11 minutes measured to the right with a prolongation of the last described course for a distance of 165.76 feet to a point; thence Southwesterly along a line that makes an angle of 93 degrees 11 minutes measured to the left with a prolongation of the last described course for a distance of 188.9 feet to the place of beginning and containing 1.179 acres more or less and situated in McHenry County, Illinois. Recorded as Document Number 470266 in the County Recorder's Book.

**Section 3.** “Common Properties and Facilities” shall mean and refer to parks, playgrounds, lake, beaches, including buildings, structures, personal properties incident thereto, and other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within the Properties.

**Section 4.** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of “Common Properties and Facilities” as heretofore defined.

**Section 5** “Owner” shall mean and refer to the record owner, owners, or legal spousal entitlement, of the Fee Simple Title to any “Lot” situated within the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgages has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 6.** “Member” shall mean and refer to all those Owners who are paid to date members of the Association as provided in Article IX, Section 1, hereof.

**Section 7.** “Limited Member” shall mean and refer to all residents other than owners (i.e., renters, etc.).

**Section 8.** “Resident Senior Citizen” shall refer to any resident Member or Limited Member who has attain retirement age 65.

## **ARTICLE II ASSOCIATION: PURPOSE AND POWER**

**Section 1.** The Purpose for which the Association was formed is to promote, improve and maintain a good community for the benefit of the residents within the Properties and to stimulate interest in the entire community for the further development and improvement of the Common Property and Facilities.

**Section 2.** The Association shall have general power and jurisdiction over all community matters among the Members of the Properties, and shall have the power to levy and collect assessments from all Members as may be necessary for the management, maintenance and improvement of the Community Properties and Facilities, or other property within the Properties that the Association feels will improve the welfare of the community, and to stimulate interest in the use of the Common Properties and Facilities.

**Section 3.** **Additions to the Properties and Membership.** Additions to the Properties as described in Article I, Section 2, must have the assent of two-thirds of the votes of the Members who are voting at a meeting duly called for this purpose, written notice of which shall be sent to all Members no less than ten (10) days and no more than thirty (30) days in advance and shall set forth the date, time, place, and purpose of the meeting.

**Section 4.** **Mortgages: Other Indebtedness.** The Association shall not make any commitments beyond the amount of funds on deposit and belonging to the Association, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of Members who are voting in person at a meeting duly called for this purpose, written notice of which shall be sent to all Members within ten (10) to sixty (60) days prior to the meeting and shall set forth the date, time, place and purpose of the meeting.

**Section 5.** When the execution of any contract, conveyance or other instrument has been authorized by resolution or motion of the general membership, but such resolution or motion fails to specify the executing officers, the Board of Directors shall have authority to execute any instrument on behalf of the Association, and to affix the corporate seal thereto.

**Section 6.** The provisions of CICAA, the Declaration, By-Laws, other community instruments, and Rules and Regulations that relate to the use of an individual dwelling or the Common Properties and Facilities shall be applicable to any person leasing a dwelling and shall be deemed to be incorporated in any lease executed or renewed. Unless otherwise provided in the community instruments, with regard to any lease entered into, the Owner leasing the dwelling shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

### **ARTICLE III LOCATION**

**Section 1.** The only official address of the Association shall be P.O. Box 176, Cary, IL 60013 or any other address as designated by the Association to its Members and the State of Illinois.

### **ARTICLE IV ASSOCIATION: BOOKS, RECORDS AND PAPERS**

**Section 1.** The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Owner subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available.
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Properties and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Properties and Facilities and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.
- (c) The minutes of all meeting of the Board which shall be maintained for not less than seven (7) years.
- (d) With a written statement of a proper purpose, ballots and proxies related

thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year.

- (e) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.
- (f) With respect to dwellings owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested. Where a request for records under this Section is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board. If the Board fails to provide records properly requested within thirty (30) days, the Member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the Member prevails, and the court finds that such failure is due to the acts or omissions of the Board.

In the event of any resale of a dwelling by a Member or Owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

- (a) A copy of the Declaration, other instruments, and any rules and regulations.
- (b) A statement of any liens, including a statement of the account of the dwelling setting forth the amounts of unpaid assessments and other charges due and owing.
- (c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (d) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.
- (e) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.
- (f) A statement of the status of any pending suits or judgments in which the Association is a party.
- (g) A statement setting forth what insurance coverage is provided for all Members or Owners by the Association for common properties.

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information. A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the dwelling seller for providing the information.

**Section 2.** The Board of Directors shall see that the books and financial reports of the Association are audited within ninety (90) days after: (a) a change in the Office of the Treasurer; or (b) the annual regular meeting of Members, whichever occurs first. Further the audit shall be performed in a manner consistent with the provisions of the laws of the State of Illinois and standard accounting practices.

Further the examination will be a specified agreed upon procedure and detailed in an engagement letter prior to the engagement. This examination will be a specific agreed upon procedure performed by an independent third party such as an accounting firm. The procedure is meant to confirm that there has not been mismanagement of homeowner association funds.

This procedure will include the following:

- Confirm the bank statements and confirm that they are reconciled and agreed to the presented financial reports.
- Confirm all checks over \$150 and confirm payee per cancelled check/bank agrees with the payee per the financial statements that are presented to the board.
- Confirm all checks over \$500 are properly authorized.
- Roll forward the bank balance with the deposits per all sources and reviewed expenditures.
- Perform analytical to ensure cash receipts from paid properties is reasonable to the supporting records (Quick Books) The properties marked as paid and their respective annual dues agrees to the cash receipts.
- Confirm that the internally prepared financial statements agree to the annual change in balance per the appropriate bank statements.

## **ARTICLE V ASSOCIATION: OFFICIAL PUBLICATION**

### **Section 1.**

Information regarding the Lake Killarney Homeowners Association can be found at the official Lake Killarney website.

[www.lakekillarneyusa.com](http://www.lakekillarneyusa.com)

### **Section 2.**

The Lake Killarney Website shall be updated with approved monthly minutes and finances. the website will also contain a copy of our by-laws, a list of current board members, and a classified section for use of Lake Killarney residents. Printed copies of minutes and finances will be available upon request.

## **ARTICLE VI**

## **ASSOCIATION: DISSOLUTION**

**Section 1.** The Association may be dissolved only with the assent given in writing and signed by two-thirds of the Members entitled to vote. Written notice of a proposal to dissolve, setting forth the reason therefore and disposition to be made of the assets (which shall be consistent with Section 2 hereof) shall be mailed to every Member at least ninety (90) days in advance of any action taken.

**Section 2.** Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused, acceptance such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purpose as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the Properties unless made in accordance with the provisions of such covenants and deeds.

## **ARTICLE VII ASSOCIATION: CORPORATE SEAL**

**Section 1.** The Association shall have a seal in circular form having within its circumference the words "Lake Killarney Home Owners Association, Inc. Illinois."

## **ARTICLE VIII CORPORATION: DISSOLUTION**

**Section 1.** The Association may be dissolved only with the assent given in writing and signed by two-thirds of the Members entitled to vote. Written notice of a proposal to dissolve, setting forth the reason therefore and the disposition to be made of the assets (which shall be consistent with the Section hereof) shall be sent to every Member at least ninety (90) days in advance of any action taken.

**Section 2.** Upon the dissolution of the Association, the assets, both real and personal of the corporation shall revert back to the Association.

## **ARTICLE IX MEMBERSHIP: RIGHTS OF MEMBERS**

**Section 1.** The rights of memberships are subject to the payment of all assessments levied by the Association, the obligation of which assessments are imposed against each Owner of the Property against which such assessments are made.

**Section 2.** The membership rights of any person whose interest in the Properties is subject to assessments whether or not they be personally obligated to pay such assessments, shall

be automatically suspended during the period when the assessments remain unpaid; but, upon payment of such assessments, their rights and privileges shall be automatically restored.

**Section 3.** The Association has adopted and published rules and regulations governing the use of the Common Grounds and Facilities. The Board of Directors may, at their discretion after notification and review, suspend the rights of any person for violation of such rules and regulations for a period not to exceed ninety (90) days.

**Section 4.** Membership rights shall include but not be limited to:

- (a) The right to vote on all matters at any meeting of Members.
- (b) The right to hold office in accordance with the requirements for office.
- (c) The use and enjoyment of the Common Properties and Facilities by themselves, family, and guests.
- (d) The right to receive proper identification to substantiate that membership rights have been acquired. (See Article XXI, Section 5 for issuance.)

## **ARTICLE X MEMBERSHIP: RIGHTS OF LIMITED MEMBERS**

**Section 1.** The rights of Limited Members are subject to their payment of annual assessments levied by the Association.

**Section 2.** The rights of Limited Members shall be automatically suspended during the period when the annual assessments remain unpaid: but, upon payment of such annual assessments, the rights and privileges shall be automatically restored.

**Section 3.** The Association has adopted and published rules and regulation governing the use of the Common Properties and Facilities. The Board of Directors may, at their discretion after notification and review, suspend the rights of any person for violation of such rules and regulations for a period not to exceed ninety (90) days.

**Section 4.** The rights of Limited Members shall be limited to:

- (a) The use and enjoyment of the Common Properties and Facilities by themselves, family, and guests.
- (b) To receive proper identification to substantiate that limited rights have been acquired (see Article XXI, Section 5 for issuance).

## **ARTICLE XI MEMBERSHIP: MEETINGS**

**Section 1.**

A regular meeting of the Members shall be held during the first week of November (the Annual General Membership and Budget Meeting) and the first week of May (Bi-Annual Membership Meeting). The hour and location of the regular meeting of the Members shall be set by resolution at any meeting of the Members. A minimum of thirty (30) days advance written notice to all Members shall be required before any change will take effect. However, the President shall have the power to temporarily reschedule a regular meeting of the Members, when such change becomes necessary. Furthermore, when such a change becomes necessary, the Members shall be notified in accordance with the provision of Section 4 of this Article.

**Section 2.** Special meetings of the Members may be called by the President, the Board, or twenty percent (20%) of the membership. Any special meeting must be called in accordance with the provisions of Section 4 of this Article.

**Section 3.** The annual regular meeting of Members shall be held in the month of November each year. The agenda for the annual regular meeting of Members shall include, in addition to the normal order of business, elections in accordance with the provisions of Article XXIX, Section 1 and 2, and the presentation and approval of the annual budget in accordance with Article XXVII, Section 3 and 5.

**Section 4.** Notice of any meeting of the Members shall be given to the Members by the Secretary. Notice may be given to the Members either personally, through the Official Publication or sending a copy of the notice through the mail, postage thereon fully prepaid to his/her address with the Secretary, and notice of Member Meetings shall be sent to them at such address. Notice of any membership meeting shall be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a prescribed delivery method.

**Section 5.** Except as hereinafter provided, at any meeting of the Members, Fifteen (15) Members with voting rights shall constitute a quorum. If no quorum is present, an adjournment may be taken. The same notice shall be given for the adjourned meeting as is described in Section 4 of this Article.

**Section 6.** Each member shall register with the Secretary at each meeting of Members to receive the appropriate identification for use in voting. The identification to be used in voting shall from time to time be determined by the Board of Directors.

**Section 7.** Roberts Rules of Order Revised shall govern in all cases not in conflict with these By-Laws.

## **ARTICLE XII**

### **BOARD OF DIRECTORS: GENERAL**

**Section 1.** The Directors shall be twelve (12) in number and shall not receive compensation for serving as Directors.

**Section 2.** If there are multiple Owners of a single dwelling, only one of the multiple Owners shall be eligible to serve as a Director at any one time, unless the Owner owns another dwelling independently.

**ARTICLE XIII  
BOARD OF DIRECTORS: REQUIREMENTS FOR OFFICE**

**Section 1.** To be a Director is a right of membership and is therefore subject to the provisions of Article IX, Section 1.

**ARTICLE XIV  
DIRECTORS: TERM OF OFFICE**

**Section 1.** The term of office for all elected Directors shall be for the period from adjournment of the annual regular meeting of the Members where said Directors were elected to the adjournment of the annual regular meeting of the Members two (2) years following. Continuation in office shall be restricted to two (2) consecutive terms in that office.

**ARTICLE XV  
BOARD OF DIRECTORS: VACANCY**

**Section 1.** If the office of any Director shall be declared vacant by the Board of Directors, the remaining Directors may fill the vacancy by a two-thirds vote of the remaining Directors until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by membership holding twenty percent (20%) of the votes of the Association requesting such a meeting.

**ARTICLE XVI  
BOARD OF DIRECTORS: REMOVAL**

**Section 1.** If a Director fails to comply with these By-Laws, fails to attend a Meeting of the Board of Directors for three (3) consecutive months, or otherwise fails to perform any of the duties as a Director, with or without cause, the Director may be removed by two-thirds vote of the Members at a duly called special meeting and vacancy shall be filled in accordance with the provisions of Article XV.

**ARTICLE XVII  
BOARD OF DIRECTORS: POWERS AND DUTIES**

**Section 1.** The Board of Directors shall have the power:

- (a) To call special meetings of the Members whenever it deems necessary upon written request to the President signed by a majority of the Directors.
- (b) To appoint and remove at pleasure all agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient.
- (c) To require of any others such security or fidelity bond as it deem necessary.
- (d) To collect assessments referred to in Article XXVII, Section 2 and 3.
- (e) To remove from office any Director or Officer in accordance with provisions of Article XVI or Article XXIV.
- (f) To fill the vacant office of any Director or Officer in accordance with provisions of Article XV or Article XXIII.
- (g) To establish Committees other than those established under Article XXV, as it deems necessary.
- (h) To appoint all Committee Chairpersons.
- (i) To appropriate funds and make expenditures within the limits set by the approved annual budget and the provisions of Article XXVI, Section 5.
- (j) To suspend the membership rights of any person who does not comply with the provisions of Article IX, Section 2 and 3 and Article X, Section 2 and 3.
- (k) To have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Owner for violations of the Declaration, By-Laws, operating agreement, and Rule and Regulations of the Association.
- (l) To have standing and capacity to act in a representative capacity in relation to matters involving the Common Properties and Facilities or more than one dwelling, on behalf of the Members or Owners as their interests may appear.
- (m) To establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

**Section 2.** It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or any Special Meeting when such is requested in accordance with the provisions of Article XI, Section 2.

- (b) To supervise all Officers, agents, and employees of this Association and to see that their duties are properly performed.
- (c) To send written notice of each assessment to every Owner subject thereto.
- (d) To publish Rules and Regulations governing the use of the Common Properties and Facilities, as established by the general membership (see Article XXXI) and to provide for the maintenance, repair, and replacement of the Common Properties and Facilities, including the method of approving payment vouchers.
- (e) To prepare the annual proposed budget in accordance with the provisions of Article XXVI, Section 1.
- (f) To establish the annual assessments in accordance with the provisions of Article XXVII, Section 2.
- (g) To file liens in accordance with the provisions of Article XXVIII, Section 6.
- (h) To cause an annual audit of the Association's books and financial records in accordance with Article IV, Section 2.
- (i) To keep the Members up-to-date and informed on issues of importance and concern to the membership.
- (j) To designate the depository or depositories for the funds, securities, valuable papers, and other assets of the Association.
- (k) To see that a minimum of two (2) bids are secured for expenditures whose aggregate cost exceeds \$1,000.00.
- (l) Issue certificates for payment of assessments.
- (m) Procure liability and hazard insurance.
- (n) Exercise for the Association all powers vested in or delegated to this Association not reserved to the membership and do all required acts under the Illinois General Not-for-Profit Corporation Act.
- (o) To keep a current record of Owners' names and addresses along with a current record of Members, Limited Members, and Senior Citizen names and addresses.

**Section 3.** The Association may not enter into a contract with a current Director, or with a corporation, limited liability company, or partnership in which a Director or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to

enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this Section, a Director's immediate family means the Director's spouse, parents, siblings, and children.

## **ARTICLE XVIII BOARD OF DIRECTORS: MEETINGS**

**Section 1.** The regular meeting of the Board of Directors shall be held on the first Tuesday of each month. The time and place of regular meetings of the Board of Directors, shall from time to time, be fixed by resolution, by the Board of Directors. The Board shall meet at least four (4) times annually.

**Section 2.** The President, or in his or her absence, the Vice-President, may call a special meeting of the Board of Directors at any time. The President or the Vice-President must call a Special Meeting of the Board of Directors upon written request of twenty-five percent (25%) of the Directors. The President, or in his/her absence, the Vice-President, shall fix the time and place of special meetings, unless the Board, by resolution, prescribes otherwise.

**Section 3.** In the event both the President and Vice-President are absent at a meeting of the Board of Directors a temporary chairman will be appointed from the Board of Directors present by a majority vote of the Directors in attendance.

**Section 4.** The Board shall give the Members notice of all Board meetings at least 48 hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in conspicuous places in Common Properties and Facilities at least 48 hours prior to the meeting. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in Section 1-45 of CICAA (a) or any other provision of CICAA.

**Section 5.** Except as hereinafter provided, at any meeting of the Board of Directors, 50%+1 of the active Board members shall constitute a quorum. If no quorum is present, an adjournment may be taken to a date not fewer than seven (7) nor more than fifteen (15) days thereafter. The President shall have the responsibility to give notice of the adjourned meeting to all Directors and Members.

**Section 6.** For the purpose of transacting business, each Member of the Board present, except for the Presiding Member, shall be entitled to one (1) vote. The Presiding Member shall be entitled to one (1) vote only in the event of a tie vote by the other Directors present and voting.

**Section 7.** Meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is

probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of Rules and Regulations of the Association, (v) to discuss a Member's or Owner's unpaid share of assessments, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member. Further, the Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board.

## **ARTICLE XIX OFFICERS: GENERAL**

**Section 1.** There shall be an election of a President, Vice-President, Treasurer, and Secretary from among the members of the Board.

**Section 2.** No Officer shall hold more than one (1) office at a time.

## **ARTICLE XX OFFICERS: REQUIREMENTS FOR OFFICE**

**Section 1.** All Officers must reside within the Properties as defined in Article I, Section 2.

**Section 2.** To hold office is a right of membership and is therefore subject to the provisions of Article IX, Section 1.

## **ARTICLE XXI OFFICERS: DUTIES**

**Section 1.** The President shall act as the administrative head of this organization; preside at all meetings of the Members and the Board of Directors; shall countersign all checks in excess of \$500, drafts and any other orders for the disbursement of Association funds and shall perform such other duties as ordinarily pertain to the office of President and as he or she may be directed to perform by resolution of the Board of Directors, not inconsistent with the provisions of law or these By-Laws.

**Section 2.** The Vice-President shall have and exercise all the powers, authority, and duties of the President during his or her absence or inability to act. He or she shall perform such other duties as he may be directed to perform by resolution of the Board of Directors not inconsistent with the provisions of law or these By-Laws.

**Section 3.** The Treasurer shall receive and deposit in the appropriate bank accounts, within five (5) business days, all monies of the Association and shall disburse such funds by check, drafts or any other orders of disbursement as directed by resolution of either the Board of Directors or the Members provided however, that a resolution of the Board of Directors or the membership shall not be necessary for disbursements made in the ordinary course of business conducted within

the limits of the adopted budget. The treasurer is authorized to sign all checks, drafts, and any other orders for disbursement of Association funds, provided that such checks, notes, etc. in excess of \$500, shall also be signed by the President or Vice-President. Before entering upon the duties of Treasurer, the Treasurer shall be given by the Association, a bond with good and sufficient surety in an amount to be determined by the Board of Directors.

**Section 4.** The Treasurer shall keep proper books of account and assist with annual audit of the Association's books as provided in Article IV, Section 2, and shall prepare an annual balance sheet statement and such statement shall be presented to the Board of Directors.

**Section 5.** The Treasurer shall issue to the Members and Limited Members, upon receipt of full payment of all assessments, fees, or penalties, seven (7) Beach tags, one (1) Boat Sticker for each boat registered, and one (1) Car Sticker for each car registered. The Treasurer may also issue a refund, of a maximum of one-half of the Members annual assessment, if: (a) the Owner sells their property prior to June 1<sup>st</sup>; and (b) the Owner returns all issued Beach Tags to the Treasurer. The Treasurer shall then assess the subsequent Owner the full amount prior to June 1<sup>st</sup> or one-half of the assessment after June 1<sup>st</sup>. Limited Members may also receive a refund: (a) upon presentation of sufficient proof of days of vacancy to the Treasurer; and (b) if the Limited Member returns all issued Beach Tags to the Treasurer. Each Member and Limited Member shall appeal the Treasurer's decision to the Board of Directors. It is the responsibility of the Member or Limited Member to notify the Treasurer of their desire to exercise the provisions of this paragraph.

**Section 6.** The Treasurer shall send notification of assessments in accordance with Provisions of Article XXVII, Section 13.

**Section 7.** The Secretary shall record and maintain complete and accurate minutes of all proceedings, including votes that occur at any Meeting of the Members and the Board of Directors.

## **ARTICLE XXII OFFICERS: TERMS OF OFFICE**

**Section 1.** The term of office for all Officers shall be for the period from adjournment of the annual regular meeting of Members where said Officers were elected to the adjournment of the annual regular meeting of Members two (2) years following. Continuation in office shall be restricted to two (2) consecutive terms in that office.

## **ARTICLE XXIII OFFICERS: VACANCIES**

**Section 1.** If the office of the President be declared vacant by the Board of Directors, the Vice-President shall immediately assume the duties of the office of the President for the remainder of the unexpired term. If, however, the Vice-President does not wish to fill the vacant President position, the position may be filled by any active Board member by a majority vote of those Board members present at the meeting.

**Section 2.** If the office of the Vice-President be declared vacant by the Board of

Directors, or the incumbent succeeds to the office of President, the Board of Directors at their next regular meeting shall elect a Vice-President from the remaining members of the Board to fill the unexpired term of the Vice-President.

**Section 3.** If both the office of the President and Vice-President shall be declared vacant by the Board of Directors, the Secretary shall immediately call a special meeting of the Board of Directors for the purpose of electing, from the members of the Board, a President and Vice-President to fill the unexpired terms of office.

**Section 4.** If the Office of the Treasurer shall be declared vacant by the Board of Directors, the Board of Directors shall, at their next scheduled meeting, elect a member of the Board to fill the vacancy for the remainder of the unexpired term. The books and financial records of the Association shall be immediately turned over to the Board of Directors and audited in accordance with the provision of Article IV, Section 2.

**Section 5.** If the Office of Secretary shall be declared vacant by the Board of Directors, the Board of Directors shall, at their next Regular Meeting, elect a member of the Board to fill the vacancy for the remainder of the unexpired term.

#### **ARTICLE XXIV OFFICERS: REMOVAL**

**Section 1.** If an Officer fails to comply with these By-Laws, fails to attend meetings of the Board of Directors for three (3) consecutive months, or otherwise fails to perform any of the duties required of the office with or without cause, the Office may be declared vacant by two-thirds vote of the Board of Directors and the vacancy filled in accordance with the provisions of Article XXIII.

#### **ARTICLE XXV COMMITTEES**

**Section 1.** The Standing Committee of the Associations shall be:

- The Nominations Committee
- The Common Grounds Committees - Lake, East Beach, West Beach, Park, Dam and Entrance Gates Landscaping.
- The Security Committee
- The Lake Committee

Unless otherwise provided herein, each Committee shall consist of a Chairperson and two (2) or more members. The Committee shall be appointed by the Board of Directors prior to each Annual Meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

**Section 2.** The Nominations Committee shall have the duty and function of obtaining nominees and it shall make as many nominations for election as it shall in its discretion determine, but not less than the number of vacancies that are to be filled in accordance with Article XXVIII, Section 1. Such nominations shall be made from the Members who have earned the right to hold Office as established by Article IX, Section 1. Nominations shall be placed on a written ballot as provided in Article XXVIII, Section 3 for the Notification of Nominations to Members.

**Section 3.** The Common Grounds Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

**Section 4.** The Security Committee shall advise the Board of Directors on all matters pertaining to the protection of the Properties and shall perform other duties as the Board, in its discretion, determines.

**Section 5.** The Lake Committee shall advise the Board of Directors on all matters pertaining to the waters in the lake and the lakebed and shall perform other duties as the Board, in its discretion, determines.

**Section 6.** With the exception of the Nominations Committee, each Committee shall have the power to appoint a Subcommittee from among its membership and may delegate to any such Subcommittee any of its powers, duties and functions.

**Section 7.** It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints, as it deems appropriate or refer them to such other Committee, Director, or Officer of the Association as is further concerned with the matter presented.

## **ARTICLE XXVI ANNUAL BUDGET**

**Section 1.** The Board of Directors shall prepare the proposed annual budget in time to meet the provisions of notification as provided in Sections 3 and 4 of this Article.

**Section 2.** The annual budget shall reflect the best estimates of all Committee Chairpersons and the Board of Directors as to anticipated needs for fiscal appropriations and of the Treasurer as to anticipated income from all sources during the next fiscal period.

**Section 3.** The President shall, at the annual regular meeting of Members, present the Board of Director's proposed annual budget for discussion, modification, and approval by a majority vote of the Board.

**Section 4.** Each Member shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a

copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

**Section 5.** The annual budget shall be approved by a majority of the Board. Approval of the annual budget, however, shall not limit additional expenditures over and above the budgeted amounts appropriated to meet unanticipated requirements that may occur during the fiscal period, provided that the additional expenditures, not subject to Section 10 below, are approved by the membership at any regular or special meeting of Members called for that purpose, or by the Board of Directors if the amount does not exceed \$1,000.00.

**Section 6.** The annual budget shall take effect immediately upon approval with all outstanding appropriations against the prior budget becoming null and void.

**Section 7.** The Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association. If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

**Section 8.** If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

**Section 9.** Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of Section 8 or Section 10 of this Article. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the Common Properties and Facilities. "Emergency" also includes a danger to the life, health or safety of the membership.

**Section 10.** Assessments for additions and alterations to the Common Properties and Facilities or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.

**Section 11.** The Board may adopt separate assessments payable over more than one

fiscal year. With respect to multi-year assessments not governed by Section 9 or Section 10 of this Article, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

## **ARTICLE XXVII ASSESSMENTS**

**Section 1. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote, improve, and maintain a good community for the benefit of the residents within the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose.

**Section 2.** Annual assessment (also referred to as dues), shall be that dollar amount required of each Member to support the approved Annual Budget, taking into consideration: (a) the number of Members eligible for a reduction and (b) the rate of non-payment from the preceding year, and shall be payable by February 1st (due date) of each year. Resident Senior Citizens and vacant lot Owners shall be entitled to a 50% reduction of the Annual Assessment. In no case shall any Member be entitled to more than a 50% reduction of the Annual Assessment, unless approved by the Board of Directors.

**Section 3.** Special assessments shall be brought to the attention of the general membership in the form of a referendum.

**Section 4.** Members shall be subject to and liable for any and all assessments, fees, and penalties.

**Section 5. Effect of non-payment of assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association.** If the assessments are not paid by the due date (see Section 2), then such assessments shall be considered delinquent, and shall, together with such interest and cost of collection as provided, become a continuing lien on the property which shall bind such property in the hands of the Owner, their heirs, devisees, personal representatives, and assigns. The personal obligation for the statutory period and shall not pass to their successors in title unless expressly assumed by them.

**Section 6** Assessments not paid by March 1<sup>st</sup> shall owe an additional penalty of 5% of the original assessment and if not paid by May 1<sup>st</sup> an additional 10% of the original assessment will be due.

**Section 7. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter

becoming due, nor from the lien of any such subsequent assessment.

**Section 8. Exempt Property.** The following property shall be exempted from the assessments, charges and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties and Facilities as defined in Article 1, Section 3, hereof; (c) all the extent of such legal exemption; (d) a non-developed single lot property, adjoining, or contiguous to developed property containing a member's dwelling, providing said property is held under common ownership or trust.

**Section 9.** Each and every Member shall have the right to appeal to the Board of Directors their annual assessments.

**Section 10.** If a Member finds that he or she is eligible for a reduced annual assessment (see Section 2 of this Article) but has already paid, the Member shall have the right to request, in writing, reimbursement. The written request shall be presented to the Treasurer and must contain: (a) the Member's name and address, and (b) a short explanation for the requested reduction of the assessment. The Treasurer shall have the authority to issue a refund, otherwise the Treasurer shall notify the requester in writing, that the request was denied and the reason for the denial. If the requester is still not satisfied he or she may appeal to the Board of Directors for a final decision.

**Section 11.** It shall be the duty and responsibility of each Member to pay the assessment and to pay them on time even if an invoice is not received.

**Section 12. Notification of Assessments.** Notification shall be sent no later than January 15<sup>th</sup> each year for annual assessments and no later than thirty (30) days after the establishment of any special assessment(s).

## **ARTICLE XXVIII ELECTIONS**

**Section 1.** Every even numbered year, elections will be held to fill the expired term of six (6) Directors. Every odd numbered year, elections will be held to fill the expired term of the remaining six (6) Directors.

**Section 2.** Nominations shall be made by a Nominations Committee that shall be one of the Standing Committees of the Association. Additional nominations shall be asked for and accepted by the President from the floor at the Annual Regular Meeting of Members.

**Section 3.** All elections shall be made on a written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominations Committee for such vacancies; and (c) contain a space for a write-in candidate by the Members for each vacancy.

**Section 4.** Before the nominations from the floor have been placed before Members, tellers who have been appointed by the President will distribute the official ballots. The voting will

then take place, after which the votes will be immediately tallied by the tellers, and the results announced. All elections shall be plurality vote.

**Section 5.** If no election is held to elect Directors within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws. If the court finds that an election was not held to elect Directors within the required period due to the bad faith acts or omissions of the Board, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this Section does not apply.

## **ARTICLE XXIX VOTING**

**Section 1.** All voting shall be based upon the principle of two (2) votes per membership and excludes Limited Members. A membership shall be considered, for the purpose of voting, to be a Property which is owned and upon which dues have been paid. Where there is more than one Owner of a dwelling and there is only one Member vote associated with that Dwelling, if only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the member vote associated with that dwelling.

**Section 2.** A Member may vote:

- a) By proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than 11 months after the date of its execution; or
- b) By submitting an Association-issues ballot in person at the election meeting;
- c) By submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or By-Laws; or
- d) By any electronic or acceptable technological means.

Votes cast under any paragraph of this Section are valid for the purpose of establishing a quorum.

**Section 3.** The Association may, upon adoption of the appropriate rules by the Board, conduct elections by electronic or acceptable technological means. Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the

names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Member shall state that a Member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that member.

**Section 4.** Upon proof of purchase, the purchaser of a dwelling from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the dwelling, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, shall have the right to vote for the members of the Board, and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

### **ARTICLE XXX AMENDMENTS TO THE BY-LAWS**

**Section 1.** Amendments to these By-Laws must be adopted by an affirmative vote of two-thirds of the Members present at any regular or special meeting of Members. Advance written notice shall be given to all Members before any action can be taken.

**Section 2.** Written notice of an amendment shall be given at least thirty (30) days in advance of the meeting of Members and may be presented either in the Official Publication or through the distribution of a special notice which must be distributed to all members.

**Section 3.** The written notice shall state the exact wording of the proposed By-Law change.

**Section 4.** Amendment #1-Each residence shall use a common garbage hauler, which has been reviewed by the Board of Directors and voted upon by the general membership at a bi-annual membership meeting.

### **ARTICLE XXXI RULES AND REGULATIONS**

**Section 1.** The Board shall cause to exist and maintain Standing Rules and Regulations governing the use of the Common Grounds and Facilities and the personal conduct of any person thereon. Furthermore, these Rules and Regulations shall not be part of these By-Laws, with the exception of the following which are herewith made a part of these By-Laws, but shall be published and maintained in conjunction with these By-Laws.

**Rule 1:** The Common Properties and Facilities are restricted to Members, Limited Members, and their guests. Each party must display the current identification of special use permit when using said property.

- Rule 2:** No fossil fuel motors of any kind will be permitted on the Common Properties and Facilities including the Lake whether it is open water or ice, at any time except by special permission of the Board of Directors for maintenance purposes only. Electric motors will be limited to one motor per boat at no more than 55lbs of thrust or 2.5hp. Usage by special permit only to Members or Limited Members as outlined in Rule 7.
- Rule 3:** Hunting within the Properties is absolutely prohibited.
- Rule 4:** The Association shall not be liable for any personal injuries, property damage, or death sustained by Members, Limited Members, heirs of, assigns or guests while on any part of said Properties, Common Properties and Facilities.
- Rule 5:** Special usage permits are available when the number of Member or Limited Member guests exceed the number of allotted identification tags. Special Permits may be obtained through committee chairpersons, or the Board of Directors. Failure to display proper identification, or Special Permit could lead to suspension of Member or Limited Member rights as outlined in these By-Laws.
- Rule 6:** A Member or Limited Member guest may not include any Owner (or their immediate families) of Properties in the Lake Killarney Home Owners Association, Inc., as outlined in Article 1, Section 2, who have not paid their current assessments, fees, and/or penalties.
- Rule 7:** Member or Limited Member boats using the Association Lake must display a current Lake Killarney boat sticker. All electric and wind driven vessels must display a current special usage sticker. (Special usage stickers for electric motors will be limited to one per membership or limited membership households.) Current stickers must be displayed at all times.
- Rules 8:** Lake Killarney is a privately owned lake. Fishing on Lake Killarney requires an Illinois State Fishing License, and the Lake is subject to Illinois State Fishing Regulations.