# Lake Camelot Subdivision

Peoria County, Illinois

# **Camelot Round Table Association, Inc.**

An Illinois Not-for-Profit Corporation

### **DECLARATION OF RESTRICTIVE COVENANTS**

### **BY-LAWS**

### **RULES & REGULATIONS**

January 1, 2015

### **Mission Statement**

The Lake Camelot Board of Directors will exercise its defined powers and authority in an effort to preserve the amenities and enforce the regulations, in a fiscally responsible manner, for the purpose of promoting the recreation, health, safety, and welfare of the members of the Association.

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#### DECLARATION OF RESTRICTIVE COVENANTS

#### 1. INTRODUCTION

This document, together with any additional covenants as set forth in the owners' affidavits and the final plats for each section, is the declaration of covenants, conditions and restrictions of Lake Camelot Subdivision.

This Declaration applies to Lake Camelot, a subdivision of part of Sections 25 and 36 in Logan Township, part of Sections 30 and 31 in Limestone Township, and Section 7A and 7B as a part of the SW <sup>1</sup>/<sub>4</sub> of Section 31 and the SE <sup>1</sup>/<sub>4</sub> of Section 36, all in Peoria County, Illinois. Lake Camelot Subdivision falls under the jurisdiction of the Camelot Round Table Association, Inc. (RTA).

The amended Declaration of Restrictive Covenants was approved by the majority of the votes cast by the lot owners of Lake Camelot, to become effective on January 1, 2015.

#### 1.1 Persons Subject to Restrictive Covenants

This Declaration of Restrictive Covenants shall run with the land and be binding upon all persons and corporations who now hold, or shall hereafter acquire, any interest in any part of Lake Camelot Subdivision, whether the same be laid out as a whole or in numbered sections, shall be taken to agree and covenant with the others thereof, and with their successors and assigns, to conform to and observe the covenants, conditions, restrictions, and stipulations herein as to the use thereof, and the construction of residences and improvements thereon.

#### 1.2 Residential Character of Subdivision

Every numbered lot in Lake Camelot Subdivision, unless otherwise designated by the Association, is a single-family residential lot and shall be used exclusively for residential purposes. The purpose of this Declaration of Restrictive Covenants is to provide a method by which to preserve the residential character of the subdivision and to promote the quality of the subdivision.

# 2. DURATION OF COVENANTS AND RESTRICTIONS

This Declaration of Restrictive Covenants shall run with the land and continue until January 1, 2025, when they shall automatically renew for successive ten (10) year periods unless they are amended by the vote of the lot owners of Lake Camelot Subdivision. The favorable vote of the majority of votes cast shall be necessary to amend this Declaration of Restrictive Covenants (Restrictive Covenants).

#### 3. CAMELOT ROUND TABLE ASSOCIATION, INC. (RTA)

#### 3.1 Provisions of Membership

There has been created, under the laws of the State of Illinois, a not-for-profit corporation known as the Camelot Round Table Association, Inc., (hereinafter referred to as "the Association").

Every person who acquires title (legal or equitable) to any numbered lot in Lake Camelot Subdivision shall be a member of the Association and shall be subject to the rules, regulations, and assessments of said Association.

The foregoing provision, requiring that owners of numbered residential lots within Lake Camelot Subdivision be members of the Association, is not intended to apply to numbered lots owned by the Association or to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, for example, mortgages and land contract vendors. However, if such persons should realize upon their security and become the legal owner of a numbered lot, they will then be subject to all requirements and limitations imposed by these Restrictive Covenants.

#### 3.2 Association Purposes

The general purposes of the Association are:

- a. to promote a high standard of living within Lake Camelot Subdivision, thereby increasing membership property values;
- b. to provide for the ownership, management, and maintenance of Lake Camelot Subdivision's designated parks, lakes,

recreational facilities, and other amenities; and

c. to create and enforce all regulations necessary to govern the use and enjoyment of the parks, lakes, recreational facilities, or other amenities.

#### 3.3 Association's Powers

In addition to the powers specified below, the Association shall have such powers as provided by law, including the General Not-For-Profit Corporation Act of 1986, as amended, and the Association's By-laws.

#### 3.3.1 Annual Assessment of Dues

The Association shall have the power to assess against every lot owner a uniform annual charge per numbered lot (Dues).

The dues shall be determined by the Association's Board of Directors after consideration of the past year's expenses, current and future Association needs, and preparation of the annual budget.

The amount of the dues shall be presented for Association membership approval at the annual meeting. The annual meeting shall be scheduled by written notice and on such terms and conditions as provided in the By-laws of the Association.

The Board of Directors may add additional dues for all or some of the lots served by leech lines for costs associated with the repair, maintenance or replacement of the leech lines and related drainage problems. Any additional dues assessed will be the same per lot for all lots connected or serviced by the same leech line.

In the event of an emergency, the Board at any time may fix a Special Dues Assessment or Charge, allocable and imposable on the same basis as the annual charge, but only, however, (i) for the prevention of imminent hazards to health or property, or (ii) to enable compliance with the requirements of law.

Leech Lines. The Board may at any time fix a Special Dues Assessment or Charge on lots serviced by leech lines for costs related to the repair, maintenance or replacement of the leech lines and related drainage problems. The Board may structure a special dues assessment or charge so that it may be payable by one principal sum by a date certain or it may also allow payments of any special assessment in installments by certain dates with an additional installment fee or interest rate applied to the principal installment payment.

The Board may also establish tap in fees or use fees for future connections to the leech lines. If a lot on a leech line has a septic system that is not connected to the leech line and is in compliance with state and county health requirements, then that lot will not be subject to special assessments, dues, or fees concerning that leech line, until such time that the lot elects to connect to the leech line. A tap in or connection fee may be required at that time.

No assessment shall ever be made against or be payable by neither the Association nor any corporation that may be created to acquire title to, and/or operate the utilities serving the subdivision.

#### 3.3.2 Assessment Purposes

The dues collected from the assessment levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the membership, and in particular, for the improvement and maintenance of the properties owned or operated by the Association.

#### 3.3.3 Delinquent Dues and Liens

Dues, special assessments, fees and charges not paid when due shall bear interest from the date of delinquency at a rate of nine percent (9%) per annum.

The Association may publish a list of the delinquent members and may file notice that it is the owner of an equitable lien to secure payment of the unpaid assessment, plus interest, costs, and reasonable attorney fees. The equitable lien shall encumber lots against which the assessment was made.

Lien notice shall be filed in the office of the Peoria County Recorder of Deeds, as necessary. Such equitable lien may be foreclosed at any time.

In addition to the remedy of foreclosing the equitable lien, the Association shall have the right to sue the delinquent member for unpaid assessments plus interest, costs, and reasonable attorney's fees in any court of competent jurisdiction.

Every person who shall become the owner of the title, legal or equitable, to a numbered lot in Lake Camelot Subdivision by any means is hereby notified that by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to 3.3.1 and 3.3.3 of these Restrictive Covenants.

#### 3.4 Verification of Assessments

The Association shall, upon demand, furnish a written certificate, signed by an Association representative, certifying the status of current assessments on said lot(s). The certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### 3.5 Suspension of Membership Privileges

The Association's Board of Directors shall have the right to suspend the voting rights and membership privileges of any member with delinquent dues or in violation of restrictive covenants, by-laws, or rules and regulations of the Association.

#### 4. OWNERSHIP AND USE OF LAKE CAMELOT AMENITIES

Each lake, park, recreational facility, or other amenity depicted on the recorded plats of Lake Camelot Subdivision is and shall remain private.

The use and enjoyment of lakes, parks, recreational facilities, and other amenities is reserved to members of the Association. Ownership of these named amenities shall remain in the name of the Association.

Owners of property within Lake Camelot, who rent their property, must register their intent to rent with the RTA office and shall, after payment of the required fees, in addition to the Association dues, the owner can relinquish their rights to use the Association's amenities to the renter as indicated in By-laws, Article IV, Section 2 (g).

#### 5. ENVIRONMENTAL CONTROL COMMITTEE (ECC)

#### 5.1 ECC Purpose

The ECC has been created to review all planned improvements to be constructed on lots in Lake Camelot Subdivision to ensure said improvements comply with these Declaration of Restrictive Covenants and the general nature and character of Lake Camelot Subdivision. The ECC is a committee of the Association and functions under the guidance and direction of the Association's Board of Directors.

#### 5.2 ECC Membership Requirements

The ECC shall consist of three lot owners who shall be appointed by the Board and may be in the employment of the Association.

#### 5.3 ECC Membership Length of Term

ECC committee members are appointed for a three (3) year term. The replacement of any vacancy which may occur on the ECC shall serve until the expiration of the term of the member that was replaced. The Board of Directors shall have the authority to terminate any ECC member for cause.

In the event of a completely new ECC committee, the individual member's length of term shall be determined by drawing lots of one (1), two (2), and three (3) years. A new member shall be appointed each year and past members may be reappointed.

#### 5.4 ECC Conduct

In the absence of a quorum of the ECC, the Association manager may serve as an alternate.

Neither the ECC nor any members thereof shall be entitled to any compensation from any owner of a numbered lot in Lake Camelot Subdivision on account of any service performed in the examination of plans, projects, or specifications pursuant to the approval process.

#### 5.5 ECC Approval Process

The ECC recommends approval or disapproval of proposed improvements to the Board of Directors for final approval or disapproval. No dwelling, house, outbuilding, or other improvement (including by way of example, but not limited to, swimming pools) shall be constructed, placed, or altered on any numbered lot in Lake Camelot Subdivision nor shall any boat shelter, pier, float, or similar structure be placed entirely or partly within any lake in the subdivision unless plans and specifications showing the nature, kind, shape, height, materials, and location thereof shall have been submitted to and recommended to the Board in writing by not less than two (2) members of the ECC.

In the event the ECC fails to recommend for approval/disapproval of such plans, specifications, and location within thirty-five (35) days after recorded receipt by the Association, the Board must decide on approval or disapproval at the next board meeting or the plans are approved by default.

Whenever plans and specifications for a boat shelter, pier, float, or similar structure on/or extending into the lake are approved either by actual approval or by default, such approval shall constitute a mere revocable license from the Association, for the construction, placement, and maintenance of the proposed structure.

#### 5.6 ECC Inspection Process

When any plans are submitted, the ECC committee members have the right to inspect said property before, during and after completion. Unapproved changes, after the Board's approval, are subject to the fine structure.

After completion of approved plans, the lot owner must sign a final ECC project worksheet form, thereby notifying the manager that the lot owner is ready for a final inspection of the respective project within three (3) days.

#### 6. BUILDING REQUIREMENTS

#### 6.1 Family Dwelling Houses, Outbuildings, Structures, and Maintenance

Structures shall not be erected, placed, or permitted to remain on any lot except a single-family dwelling house, and such outbuildings as are usually accessory to a single-family dwelling house.

Accessory outbuildings shall not be erected on any lot prior to the erection of a single-family dwelling house. No single-family dwelling house on any lot shall be occupied for residential purposes until it shall have been substantially completed. When the question of whether a house is substantially completed shall arise, it shall be settled by the home owner's presentation of an occupancy permit issued by the Peoria County Board of Health.

#### 6.2 Minimum Living Space Size

No single-family dwelling having less than fourteen hundred (1400) square feet of living space shall be constructed on any lot after January 1, 2015.

For Sections 7A and 7B, the following applies: The ground floor living area shall not be less than 1400 square feet for a one story dwelling. Each dwelling shall have either an attached or detached garage with not less than two (2) stalls or more than three (3) stalls. Lots 924-927 & 937-940, the minimum living space shall be 2,500 square feet for a two or more story dwelling & 2,000 square ft. for a one story dwelling; Lots 921-923, 928-931, 941, 943 & 944, minimum living space shall be 2,200 square feet for a two story dwelling & 1,800 square feet for a one story; Lots 932-936, 942, 945-947 minimum living space shall be 2,000 square feet for a one story; Lots 932-936, 942, 945-947 minimum living space shall be 2,000 square feet for a one story.

Living space is determined exclusive of porch, garage, or any basement below grade level of the front of the dwelling.

#### 6.3 Construction Materials

No wall board, hard board, sheet metal, plastic, tar paper, or roofing paper shall be used for any exterior wall covering or roofs.

For all new dwelling construction, after January 1, 2015, a minimum of 15% of the front exterior of the house shall be in stone or brick. Stone, brick, vinyl or steel siding and wood shall be permitted exteriors

provided such materials are of suitable quality, grade, and coloration so as to conform and harmonize with other improvements in the subdivision.

For Sections 7A and 7B, all dwellings shall have a minimum of 25% brick or stone on the front of the house and all driveways will be P.C. Concrete or Bituminous Surface.

#### 6.4 Diligence in Construction

All houses shall be completed within twelve (12) months after beginning of such construction.

No improvement on the lot which has partially or totally been destroyed by fire or otherwise damaged, shall be allowed to remain in such state for more than six (6) months from time of such destruction or damage.

#### 6.5 Used Structures

All structures constructed on any numbered lot shall be constructed with a substantial quantity of new materials, and no used structures shall be relocated or placed on any lot unless recommended by the ECC and approved by the Board.

#### 6.6 Fences

In order to preserve the natural quality and aesthetic appearance of the existing geographic area within Lake Camelot Subdivision, all property lines shall be kept free and open one to another.

No fences shall be permitted on any lot or lot lines, except with the recommendation of the ECC and the approval of the Board, a fence or other enclosure will contribute to and be in keeping with the character of the area. In such cases, such as a dog run (under Rules and Regulations K-5), the ECC shall make a recommendation for approval by the Board, as to the size, location, and composition of the fence or enclosure.

#### 6.7 Concealment of Fuel Storage Tanks

Every tank for the storage of fuel that is installed outside any building in Lake Camelot Subdivision shall be either buried below ground surface, or screened by fencing or shrubbery to the satisfaction of the ECC.

#### 6.8 Dock Recommendations

No T's or L's at the end of any dock greater than ten (10) feet.

For any docks greater than ten (10) feet, there shall be no more than one dock per assessed property with a maximum of two (2) ten foot docks per assessed property. (Contiguous status lots will be considered one assessed property.)

Docks greater than ten (10) feet shall not be wider than ten (10) feet.

There shall be a minimum of twenty-five (25) feet between docks in all coves, (i.e., coves must be sixtyfive (65) feet from shore to shore to allow a twenty (20) foot dock.)

Docks and mooring structures shall not extend more than twenty (20) feet into the lake as measured from the water's edge at normal pool on Lake Camelot. "Normal pool" will be determined by the ECC committee.

#### 7. LOT REQUIREMENTS

#### 7.1 Lot Owner's Maintenance Requirements

The owner of each lot shall at all times keep such lot and any improvements situated thereon in such a manner as to prevent its becoming unsightly.

Landscaping shall be kept neat and trimmed. Improvements shall be kept in good repair. No inoperable vehicles shall be standing on the property or on the street. Prohibited, but not limited to, are vehicle parts, building materials, inoperable equipment, litter or other items deemed to be unsightly.

#### 7.2 Association's Maintenance Rights

In the event an owner of a lot shall fail to maintain the premises and the improvement situated thereon in the manner provided above to the satisfaction of the ECC and/or the Association's Board of Directors, the Association shall have the right through its agents and employees to enter upon said lot and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. Any expense incurred by the Association in the repair, maintenance, or restoration of the premises or improvement shall be charged to the lot owner in the manner provided in 3.3.3.

#### 7.3 Building on Contiguous Lots

Whenever two (2) or three (3) contiguous lots in Lake Camelot Subdivision shall be owned by the same person, the owner may apply in writing to the ECC for permission to use the contiguous lots as a site for a single family dwelling. After full review, the ECC shall make a recommendation to the Board for its consideration.

After approval, the contiguous lots shall be treated as a single lot for the purpose of applying these restrictions, as long as the lots remain improved with a single family dwelling. Should a contiguous lot be sold as an individual lot, full association assessments are due for that fiscal year.

#### 7.4 Additional Covenants/ Easements/ Setbacks

Every easement, note, or sentence of the final recorded plat maps is made a part of these restrictive covenants. For the convenience of those who do not have a copy of the final plats, listed below are parts of the additional covenants:

#### 7.4.1 Easements

A ten (10) foot wide utility easement adjacent to the street right-of-way and other locations indicated on the plat are reserved for the purpose of installation, maintenance, and operation of utilities.

This easement provides the right to trim and remove trees or bushes and locate wires, braces, anchors, and pedestals wherever necessary for installation, maintenance, and operation of utilities.

A seven (7) foot easement shall also be reserved around the perimeter of each lot for utilities and storm and sanitary sewer installation and maintenance.

Every lot that lies contiguous to the lakes shall be subject to a flowage easement to an elevation of the lot equal to high water elevation of the lake.

#### 7.4.2 Water Drainage

For driveways, lot owners shall have a dry culvert between the road and the lot that conforms to the county and/or township requirements.

The right to cause or permit drainage of surface water over and/or through all lots is reserved.

#### 7.4.3 Building Setbacks (Front/Side/Rear)

Building setback line shall be sixty (60) feet minimum from the center of the street or thirty (30) feet back from the right-of-way line.

For a cul-de-sac lot, the building setback line shall be seventy-five (75) feet minimum from the center pin of a cul-de-sac which has a fifty (50) foot radius or twentyfive (25) foot from the right-of-way line.

Side yard setback lines shall be a minimum of ten percent (10%) of the lot at the building setback line.

Rear yard setback lines shall be twenty (20) feet from the rear line of lot. For lots contiguous to the lake, the rear yard setback line shall be twenty (20) feet from the normal high water mark of the lake.

#### 7.4.4 Yard Lighting

Each single family dwelling shall have an ECC approved yard light with photo electric switch or other controlled device which shall turn on the light automatically at sunset and should turn off the light at sunrise.

Yard lighting shall be located between the front of the home and the utility easement line. The lighting shall be maintained in working order.

For Sections 7A and 7B, yard lighting shall be located 12 feet back from the front property line for the purpose of uniform lighting and delineation of the street.

#### 7.5 Ditches and Swales

Ditches and swales shall not be obstructed.

The ECC shall not recommend for approval to the Board plans and specifications for construction of any structure on any numbered lot on which all or part of an open storm drainage ditch or swale is situated, unless such plans and specifications shall provide for the installation of such culverts or for the taking of such other steps as may be specified by the ECC to assure that such ditch or swale shall remain free and unobstructed. Prior to approaching the ECC with any proposed changes to an open storm drainage ditch or swale, the homeowner must first obtain written approval of their plans by the Township Road Commissioner.

It shall be the duty of every lot owner on which any part of a ditch or swale is situated, to keep the ditch or swale continuously unobstructed and in good repair.

#### 8. PROHIBITED ACTIVITIES

#### 8.1 Offensive Activities

No noxious or offensive activities shall be carried on in any part of Lake Camelot Subdivision. Neither shall anything be done which shall be or become an unreasonable annoyance or nuisance to the owner of any lot in the subdivision.

#### 8.2 Animals

No animals, except the usual household pets, not kept or bred for commercial purposes, shall be kept on any numbered lot in Lake Camelot Subdivision. Owners must meet the county code in regards to pet ownership and responsibilities. Such pets shall be confined, leashed, or under control so as not to be a nuisance. Pets shall not be allowed to roam off owner's property unleashed. Owners are responsible for cleaning up after their pets on public and private property.

#### 8.3 Vehicle Parking

The parking of vehicles shall not obstruct the flow of traffic and shall conform to county and state law. No vehicles, including but not limited to trailers, boats or other recreational vehicles may be parked on the road overnight. Trailers, boats and recreational vehicles must be removed from the front of any lot from November 1 to March 1. They can be parked in the side or rear yard behind the home's front building line.

#### 8.4 Disposal of Garbage, Trash, and Household Refuse

Outdoor burning or accumulation of garbage, trash, or other like household refuse is not permitted.

Garbage cans shall be placed in a manner not visible from any street or lake within Lake Camelot Subdivision at all times. The only visibility exceptions are times when refuge collections are being made. Food waste is prohibited from being placed out for wild animals. See Rules & Regs, Misc. Regs K-14.

#### 8.5 Signs

No signs shall be displayed on any lot or structure in Lake Camelot Subdivision without ECC recommendation to the Board for approval, except a sign advertising property for sale of not more than six (6) square feet.

#### 8.6 Gas Powered Boat Engines

Gas powered motors are not allowed to be operated on Lake Camelot (the upper lake) with the exception of loading or unloading a boat from a trailer at the boat launch. Gas powered motors are allowed to be operated on Lake Lancelot (the lower lake), not to exceed 75 horsepower and not to exceed a speed of thirty-five (35) miles per hour.

#### 9. SEPTIC

# 9.1 Provisions Regarding Disposal of Raw Sewage

The Association reserves an easement identical to the easement previously created for the installation, maintenance, repair, replacement or removal of leech lines and for related drainage issues. The Association shall have the right to impose fees, dues and special dues assessments concerning the repair, maintenance, replacement or removal of leech lines and related drainage problems. The Association may promulgate and impose rules and regulations concerning the use of leech lines and septic systems and the leech line easement including tap in requirements, construction of improvements of any nature within the easement including fences or any other structure that may penetrate the surface of the ground or any activity that may damage the leech lines including driving vehicles on the easements that may compact the ground, as well prohibit or regulate other activities within the leech line easements including the—planting of trees and other plants.

Outside toilets shall not be permitted on any numbered lot.

Raw sewage shall not be permitted to enter the waters of Lake Camelot or Lake Lancelot.

All sewage system installations must conform with the requirements of the Association listed in 9.2 below and the Peoria County and State of Illinois Boards of Health.

Under certain circumstances, portable sanitary facilities approved by the ECC may be allowed (e.g., boat launch areas, ball fields, etc.).

#### 9.2 Septic System Requirements

Septic tanks shall be a minimum of ten (10) feet from water supply lines, dwellings, side and/or rear property lines and, twenty-five (25) feet from the lake.

Distribution box shall be a minimum of ten (10) feet from water supply and property lines, ten (10) feet from dwellings, and twenty-five (25) feet from the lake.

Filter bed shall be a minimum of seven (7) feet from property lines, and ten (10) feet from dwellings and, twenty-five (25) feet from water supply lines and lake.

Chlorinator shall be placed after the filter bed in a location to be determined by the septic system installer and approved by the Peoria County Board of Health.

Other requirements may be set forth in the rules and regulations of the Association.

#### 10. WATER SERVICES

# 10.1 Reservation of Easement and Use in Development for Water Purposes

The Association reserves to itself and its successors and assigns such an easement and use of lake waters in said Lake Camelot Subdivision as it may, from time to time, deem necessary for use.

The Association reserves the right to limit the distribution of water from Lake Camelot and Lake Lancelot to within the Lake Camelot Subdivision.

#### 10.2 Reservation of Right to Change Lake Water Elevation

The Association reserves the right to raise and lower the elevation on Lake Camelot and Lake Lancelot.

#### 11. REMEDIES

#### 11.1 Enforcement

The Board of Directors is empowered to enforce the Restrictive Covenants. Sanctions imposed for violations of the Restrictive Covenants shall include, but are not limited to one or more of the following:

- 1. Written Warnings
- 2. Suspension of Membership Privileges

3. Fines and Interest accrued

4. Criminal Prosecution under the Applicable State Statutes.

In no way shall such sanctions infringe on the rights of the individual property owners or the Association to pursue further recourse either in Law or Equity through civil courts of competent jurisdiction.

Although most of the Subdivision property is privately owned, including the lakes, out-lots, recreational facilities on common grounds, and the lots and homes, law enforcement officers may enter the Subdivision at their discretion. Members and guests are not immune from law enforcement authorities. Any RTA employee or member may call and lodge complaints with such authorities.

Fines will be levied after the issuance of one (1) warning only. The fine structure will be assessed in accordance with the published schedule. Unpaid fines shall render the member as not in good standing. If the member or their tenant or their guests are cited for a violation of these Restrictive Covenants:

1. The member will receive a written notice with specific details.

2. The member will have fifteen (15) days to submit a written protest and request a hearing.

3. Fines levied shall be payable within thirty (30) days. Interest will accrue on the fine.

4. Fines may be assessed against your lot if they are not paid.

Any lot owner or The Association on behalf of all lot owners may proceed at law or in equity to prevent the occurrence, continuation, or violation of any provisions of this Declaration of Restrictive Covenants. All expenses of the lot owner or Association in connection with such actions or proceedings, including court costs and attorney fees and other fees and expenses and all damages, together with interest thereon at the maximum legal rate until paid shall be charged to and assessed against any defaulting lot owner and shall be added to and deemed a part of said defaulting lot owner's share of the common expenses and the Association shall have a lien for same against the defaulting lot owner.

#### 11.2 Cumulative Rights

Remedies specified herein shall not be taken to preclude a lot owner of the Association's resort to any other remedy at law or in equity.

No delay or failure on the part of a lot owner or the Association to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to them upon the recurrence or continuance of said violation or the occurrence of a different violation.

#### 12. SEVERABILITY

The invalidity of any covenant or restriction or any other provision of this Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of the Declaration.

In the event one of the provisions of this Amended Declaration of Restrictive Covenants shall be deemed invalid, then the same or similar provision of the original Declaration shall remain in full force and effect.

#### 13. CONCLUSION/AUTHORITY TO AMEND

This Amended Declaration of Restrictive Covenants of Lake Camelot Subdivision was put to the vote of all the Lot Owners in good standing of Lake Camelot Subdivision and approved by the vote of the majority of Lot Owners voting on the resolution to amend the Declaration of Restrictive Covenants. Said resolution authorized the President and Secretary of Camelot Round Table Association. Inc. to execute the Amended Declaration of Restrictive Covenants on behalf of the Lot Owners. Attached hereto is a certified copy of the Resolution of the Association approving the Declaration of Restrictive Covenants, as duly adopted at a meeting of the Members of Camelot Round Table Association. Inc.

**IN WITNESS WHEREOF**, Camelot Round Table Association has caused its name to be signed hereto by its duly authorized officers, its seal affixed the day and year first written below.

### CAMELOT ROUND TABLE ASSOCIATION, INC.

President

Secretary

Date

#### BY-LAWS

#### ARTICLE I

#### DEFINITIONS

The following terms as used in these By-Laws are defined as follows:

a) "Association" means the Camelot Round Table Association, an Illinois not-for-profit corporation.

b) "Board" means the Board of Directors of the Association.

c) "By-Laws" means the By-Laws of the Association.

d) "Common Areas" means real estate owned and maintained by the Association.

e) "Emergency" means a danger to or a compromise of the structural integrity of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

f) "Good Standing" means that a member has paid all dues and assessments levied by the Association from time to time, and one who is not in violation of the Restrictive Covenants, the Rules and Regulations or these By-Laws.

g) "He, him, himself, his, etc." - Any reference throughout this document to the male pronoun (he, him, himself, his, etc.) shall be deemed to be gender neutral, and to include the female pronoun (she, her, herself, hers, etc.).

h) "Lot" means any numbered lot in the Subdivision, as shown on plat maps thereof recorded from time to time.

i) "Member" means that every person who acquires title to any numbered residential lot in Lake Camelot Subdivision shall be a member of the Camelot Round Table Association.

j) "Owner" shall mean and refer to the record owner of the fee simple title to any numbered residential lot

which is a part of Lake Camelot Subdivision, but shall not include those holding title merely as security for performance of an obligation.

k) "Regulations" means the Rules and Regulations adopted and published by the Board, as from time to time amended and then in effect.

 "Restrictive Covenants" means the Declaration of Restrictive Covenants for the Lake Camelot Subdivision, originally dated April 28, 1969 with subsequent amendments duly recorded with the Peoria County Recorder of Deeds, Peoria, Illinois, and applicable as restrictions upon title to each residential lot in the subdivision.

m) "Subdivision" means Lake Camelot Subdivision, a recreational community developed by Lake Camelot, Ltd., as shown on maps and plats thereof recorded from time to time.

#### ARTICLE II

#### NAME AND LOCATION

The name of the corporation is CAMELOT ROUND TABLE ASSOCIATION, an Illinois not-for-profit corporation. The principle office of the corporation shall be located at 9278 West Lake Camelot Drive in Lake Camelot Subdivision in the County of Peoria. The registered office of the corporation required by applicable statue to be maintained in the State of Illinois may be, but need not be identical with the principal office in the State of Illinois, and the address of the registered office may be changed from time to time by the Board of Directors.

#### ARTICLE III

#### PURPOSES

Section 1 The purposes of the Camelot Round Table Association, Inc., as stated in its certificate—of Incorporation, are HOMEOWNERS CORPORATION. The corporation also has such powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois.

**Section 2** The general purpose of the Camelot Round Table Association is that of providing a means whereby the lakes and those areas within the Lake Camelot Subdivision designated as parks, recreational areas or other amenities on the plats thereof, and such other recreational facilities and maintenance buildings within said subdivision as may be conveyed to or acquired by the association, may be operated, maintained, repaired and replaced.

Section 3 An additional purpose of the Association is that of providing a means for the promulgation and enforcement of all the regulations necessary to the governing the use and enjoyment of such parks, lakes, recreational areas, other amenities and such other facilities within Lake Camelot Subdivision as may be conveyed to or acquired by the Association, and for the purpose of promoting the recreation, health, safety and welfare of the members of the Association.

Section 4 The Association shall have all the powers that are set out in its Articles of Incorporation, and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association a uniform annual charge for each residential lot owned in the amount as may be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation, provided, however, that no charge shall ever be made against, or be payable by the developer of Lake Camelot Subdivision, the Association itself, or any corporation that may be created to acquire title to, and operate the utilities serving Lake Camelot Subdivision.

**Section 5** Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and in particular, for the improvement, operation, maintenance, repair and replacement of the properties owned by the Association.

**Section 6** The Association employs a General Manager who is authorized to transact business at the direction and on behalf of the Board, or as an agent for the association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of the property.

#### ARTICLE IV

#### MEMBERSHIP

#### Section 1 CLASS OF MEMBERSHIP

The Association shall have one class of membership. The qualifications for membership shall be as follows:

a) Every person who acquires title to any numbered residential lot in Lake Camelot Subdivision shall become a member of the Association.

b) Whenever two or more contiguous lots shall be owned by the same person(s), and such person(s) shall desire to use two or more of said lots as a site for a single dwelling house, they shall apply in writing to the Environmental Control Committee for permission to so use said lots. If written permission of such a use shall be granted, the lots, (not, however, in excess of three such lots), shall be treated as a single lot for the purpose of this Article, for voting purposes and the payment of the annual assessment, so long as the lots remain improved with a single dwelling house and are owned by the same owners. If any contiguous lots are sold, then the annual dues for the current year must be paid to the Association.

The foregoing provisions requiring that owners of c) numbered residential lots within Lake Camelot Subdivision have a membership in the Association is not intended to apply to those persons who hold an interest in such real estate merely as security for the performance of an obligation to pay money, e.g., mortgagors and land venders. However, if such person should realize upon his security and become the real owner of a numbered residential lot within Lake Camelot Subdivision, he will then be subject to all the requirements and limitations imposed on owners of numbered lots within the said subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

#### Section 2 CHARGES

a) The Board of Directors of the Association shall fix the amount of an annual charge or dues per numbered residential lot by the first day of February of each year, and written notice of the charge so fixed shall be sent to each lot owner. The Board of Directors may add additional charges or dues for all or some of the lots served by leech lines for costs associated with the repair, maintenance or replacement of the leech lines and related drainage problems. Any additional charges or dues assessed will be the same per lot for all lots connected or serviced by the same leech line.

b) Such annual charge or dues shall be paid by each member on or before the first day of March of each year. Monthly penalties and interest will be imposed if the dues are not paid by March 31.

c) Without the approval of a majority of members present, and entitled to vote at an annual meeting, such annual charge shall not exceed the annual charge for the previous year by more than One Hundred Ten (110%) per cent.

d) In the event of an emergency, the Board at any time may fix a Special Dues Assessment or Charge, allocable and imposable on the same basis as the annual charge, but only, however, (i) in respect of the prevention of imminent hazards to health or property, or (ii) to enable compliance with the requirements of law.

e) Leech Lines. The Board may at any time fix a Special Dues Assessment or Charge on lots serviced by leech lines for costs related to the repair, maintenance or replacement of the leech lines and related drainage problems. The Board may structure a special dues assessment or charge so that it may be payable by one principal sum by a date certain or it may also allow payments of any special assessment in installments by certain dates with an additional installment fee or interest rate applied to the principal installment payment.

f) The Board may also establish tap in fees or use fees for future connections to the leech lines. If a lot on a leech line has a septic system that is not connected to the leech line and is in compliance with state and county health requirements, then that lot will not be subject to special assessments, dues, or fees concerning that leech line, until such time that the lot elects to connect to the leech line. A tap in or connection fee may be required at that time.

g) Members in good standing who rent their home must notify the Association office, sign a rental notification form and pay a fee in addition to the Association dues. The Association will annually bill this fee to the owner. The owner of this rental property relinquishes his rights to the use of the lakes, parks, recreational facilities and other amenities. The renter cannot rent the clubhouse or pool unless sponsored by a member at a non-member rate. The renter cannot be recognized as a member of the Association and is not allowed to vote at any Association meeting. The renter is responsible for any fines imposed for noncompliance.

#### Section 3 DELINQUENCIES

If any charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of 9% per annum; the Association may publish the name of any delinquent member in a list of delinquent members, or by any other means of publication; and the Association may file a notice that it is the owner of a lien to secure payment of the unpaid charge, plus costs and reasonable attorneys' fees, which lien shall encumber the lot in respect of which the charge shall have been made, and which notice shall be filed in the Office of the Peoria County Recorder of Deeds.

Every such lien may be foreclosed by equitable foreclosure at any time within three (3) years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the Association shall have the right to sue for such unpaid charges, interest, costs and reasonable attorneys' fees, in any court of competent jurisdiction as for a debt owed by the delinquent member of the Association.

#### Section 4 CERTIFICATES OF PAYMENT

The Association shall, upon demand at any time, furnish a certificate in writing signed by an executive officer or the general manager of the Association certifying that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### Section 5 PRIVILEGES OF MEMBERSHIP

Members shall have a right to use the Common Areas, subject to the provisions of the Restrictive Covenants, the By-Laws, and Rules and Regulations as may be established by the Board.

#### Section 6 DUTIES OF MEMBERSHIP

a) Every person who shall become the owner of title to a numbered residential lot in Lake Camelot Subdivision shall be, by the act of acquiring such title, conclusively held to have covenanted to pay the Association all charges and assessments made by the Association.

b) Each member of the Association shall keep the property owned by him in Lake Camelot Subdivision in good repair and shall keep the same mowed so as to prevent the property from becoming unsightly. Items deemed unsightly and prohibited include, but are not limited to, building materials, vehicle parts, inoperable equipment and litter. In the event that a member shall fail to maintain his property in a manner reasonably satisfactory to the Board, the Association, after written notification through its agents and employees, shall have the right to enter upon said premises and perform such acts of maintenance and/or mowing as may be reasonably necessary with law enforcement requested as appropriate. The cost of such action shall be added to, and become a part of, the annual dues of such member, and the failure to pay the cost shall be considered the same as failure to pay the annual dues of such member.

c) Each member shall abide by the provisions of the Restrictive Covenants, these By-Laws and any Rules and Regulations adopted by the Board pursuant to these By-Laws. Failure to do so shall justify the Board in imposing sanctions upon such member as is herein provided.

### Section 7 SUSPENSION OF PRIVILEGES OF MEMBERS

The Board may suspend the voting privileges and the right to the use of the facilities of the Association of any member or member's family, under the following conditions:

a) Any period during which the Association charges

(including dues, fees, fines, maintenance costs, etc.) owed by the member remains unpaid.

b) During the period of any continuing violation of the Restrictive Covenants, the Rules and Regulations, or these By-Laws, after the existence of such violation shall have been declared by the Board and notice of such violation has been given to the member.

#### Section 8 MEMBERSHIP CERTIFICATES

a) The Board may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board, whenever said member has paid all his required financial obligations.

b) When a member ceases to be an Owner, such person's membership shall cease, but such person shall remain liable for all Association charges incurred prior to the giving of written notice to the Association that such person is no longer an owner.

c) If a member shall move or otherwise dispose of his property, he shall forfeit his receivable, but any member succeeding to such property shall receive credit for the same on the books of account of the Association.

#### ARTICLE V

#### **MEETINGS OF MEMBERSHIP**

#### Section 1 ANNUAL MEETING

The Annual meeting of the members shall be held the first (1st) Sunday of December beginning with the year 1990, at the hour of 2:00 p.m. for the purpose of installing Directors and for the transaction of such other business as may come before the meeting.

#### Section 2 SPECIAL MEETINGS

Special meetings of the members may be called by the Board, or by not less than one-tenth (1/10th) of all the members.

#### Section 3 PLACE OF MEMBERSHIP MEETINGS

The Board shall designate the principal office of the Corporation, 9278 West Lake Camelot Drive, Lake Camelot Subdivision, Peoria County, Illinois, as the place of meeting for any Annual meeting or for any Special membership meeting called.

#### Section 4 NOTICE OF MEMBERSHIP MEETINGS

Written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the agent of members calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Association, with postage thereon paid.

#### Section 5 QUORUM

Ten (10) members in good standing, entitled to vote represented in person or by proxy, shall constitute a quorum at any Annual meeting of membership, and ten (10%) percent of the membership, represented in person or by proxy, shall constitute a quorum at any special meeting, provided in each case, that if less than a quorum of the membership is represented at said meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. If a quorum is present, the affirmative vote of a majority of members represented at the meeting, shall be the act of the membership, unless the vote of a greater number is required by applicable statute, the Articles of Incorporation, or these By-Laws.

#### Section 6 PROXIES

At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. The member can fill out the proxy form after presenting photo identification at the office. Proxy forms mailed to out-of-town members must be notarized before mailing back to the Association. Such proxy shall be filed with the Secretary of the Association before the start of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

#### Section 7 VOTING REQUIREMENTS

There shall be only one voting member for each membership, and only one vote allowed, regardless of the number of lots in which a person shall have an ownership interest. The voting member shall be designated in writing at the request of the Association.

#### Section 8 VOTING BY BALLOT

Except for the election of Directors, voting on any question may be by show of hands, unless the presiding officer shall order, or any member shall demand, that voting be by ballot. Ballots for election of Directors will be held for sixty (60) days after the annual meeting and then destroyed.

#### ARTICLE VI

#### THE DIRECTORS

#### Section 1 POWERS

The Board shall:

a) Manage and control the affairs of the Association.

b) Adopt a corporate seal as the seal of the Association.

c) Designate a banking institution or institutions as depository for the Association funds, and provide for the rental of a safety deposit box for the keeping of specific important Association documents.

d) Designate the officer or officers and agents authorized to make banking withdrawals, and to sign all checks, drafts and other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association.

e) Authorize any officer or officers, agent or agents, to enter into any contract, or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

f) Accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

g) Adopt such Rules and Regulations, relating to the

use of Association property, and sanctions for noncompliance therewith, as it may deem reasonably necessary for the best interests of the Association and its members.

h) Being charged with the fiduciary duty and responsibility to manage and control the affairs of the Association, the Board shall have the responsibility and authority to appoint and/or hire a sufficient number of qualified persons, such as Manager and other employees, to assure continued adequate, effective methods for the operation, management, maintenance, repair and replacement of all Association's properties, and for the enforcement of all regulations necessary for the governing of the Lake Camelot Community.

i) Prior to the Annual meeting of the Association in each year, the Board shall adopt, by resolution, an operating budget to be presented for approval by the members at such Annual meeting.

j) Taking into consideration all sources of income that the Association may have, the Board, by resolution, shall levy the annual assessment for the following year.

k) In the event that expenditures shall exceed the tentative assessment for the following year, the Board, by resolution, may levy an additional Special Assessment against each member.

1) The Board shall authorize the use of a generally accepted method of accounting, based upon recommendations of the Association's accountants and counsel.

m) The Board shall designate the dates of the fiscal year, based upon the recommendations of the Association's accountants and counsel.

n) The Board shall keep correct and complete books and records of account, and shall also keep all meeting minutes and resolutions passed by the Board, and shall keep at its principal office, a record of the names and addresses of the membership. All books and records of the-association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

o) The Board shall have the power to select and contract with a service company for collection of garbage throughout the subdivision. The use of this service is mandatory for all residents.

#### Section 2 NUMBER OF DIRECTORS, QUALIFICATIONS AND TENURE

a) The Board shall consist of nine (9) Directors, elected by the Association membership by ballot by the time of the annual meeting each year.

b) Directors shall be members of the Association in good standing.

c) Directors shall be selected from nominees (i) proposed by a Nominating Committee appointed by the Board, or (ii) proposed by petition signed, with respect to each nominee, by the nominee and at least five (5%) percent of all members entitled to vote.

d) Each Director's term of office shall be for two (2) years, beginning at the Annual meeting at which he is elected.

The initial sequence shall be: Four (4) directors to serve for one (1) year; Five (5) directors to serve for two (2) years;

and thereafter, with each director so elected holding office until the year in which his term expires. The appropriate number of directors, either four or five, shall be elected in alternate years.

#### Section 3 ELECTION OF DIRECTORS

Election of Directors shall be by written ballot mailed to all members entitled to vote, according to detailed instructions adopted for the Nominating Committee by resolution of the Board.

Once election results are announced at the annual meeting, each director shall receive a guide booklet, including but not limited to, the Restrictive Covenants, By-Laws, and Rules and Regulations book, phone book, email meeting guidelines, employee job descriptions, employee guidelines, delegation of keys, fine structure, renter notification form, election guidelines, clubhouse and pool rental fees/contracts, waste collection contract, and mowing contract.

### Section 4 MEETINGS OF BOARD OF DIRECTORS

A regular meeting of the Board shall be held without other notice than this By-Law, as soon as it can be scheduled, at the same place as the Annual meeting of the members. The Board may provide at this time, by resolution, the scheduling of additional regular meetings and/or executive meetings without other notice than such resolution.

#### Section 5 SPECIAL MEETINGS OF BOARD

Special meetings of the Board may be called by or at the request of any director. That director may fix any place within Peoria County as the place for holding such special meeting of the Board called by him.

Email meetings are allowed only for emergencies and must be sent to all board members. The President must verify a quorum by a "call to order" stating the subject and a call for a second. After a second, a call for discussion and a deadline is issued. A ballot is emailed to all board members stating what is to be voted on and a designated place to mark a vote. Minutes of the email meeting should be included in the next regular board meeting minutes.

#### Section 6 NOTICE OF SPECIAL BOARD MEETING

Notice of any special meeting shall be given at least two days prior by written notice delivered personally, or at least five days prior by written notice mailed to each director's home address, or by email. If mailed. such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by email, such notice shall be deemed to be delivered when the email is sent. Any director may waive notice of any meeting. The attendance of any director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

#### Section 7 QUORUM

A majority of the numbers of directors fixed by these By-Laws shall constitute a quorum for transaction of business at any meeting of the Board, provided, that if less than a quorum of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

#### Section 8 MANNER OF ACTING

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by applicable statute, the Articles of Incorporation or the By-Laws.

#### Section 9 INFORMAL ACTION BY DIRECTORS

Unless specifically prohibited by the Articles of Incorporation or By-Laws, any action required to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board or an Executive Committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof or by all the members of any such committee, as the case may be. Any such consent signed by all Directors or all the members of an Executive committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State.

#### Section 10 COMPENSATION

Directors as such shall not receive any stated salaries for their services, but by resolution of the Board, a fixed sum for expenses of attendance, if any, may be allowed for attendance at each regular, executive or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

#### Section 11 PRESUMPTION OF ASSENT

A Director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken conclusively shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within two business days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

#### Section 12 CONFLICT OF INTEREST

No contract or transaction entered into by the Association shall be affected by the fact that a Director of the Association was personally interested in it, if, at the meeting of the Board making, authorizing, or confirming such contract or transaction, the interested Director discloses his interest therein and refrains from voting on such contract or transaction, and such contract or transaction is adopted or ratified by the otherwise required percentage of such Directors present.

#### Section 13 VACANCIES

If any vacancy exists on the Board, such vacancy shall be filled by the remaining Directors. Any person so appointed by the Board to fill such a vacancy shall serve out the unexpired term of the Director whom he has replaced.

#### Section 14 ABSENTEES

Any Director who shall absent himself for three (3) consecutive meetings without a valid reason, may have his position declared vacant and a successor may be appointed at the discretion of the remaining members of the Board.

#### Section 15 REMOVAL

Any Director may be removed by a majority of members present at any Annual meeting or by twothirds of the members present at a Special meeting, whenever in the judgment of the membership the best interest of the Association would be served thereby.

#### ARTICLE VII

#### **OFFICERS**

#### Section 1 OFFICERS

The officers of the Association shall be President, one or more Vice-Presidents, Secretary and Treasurer, and such officers and assistant officers as the Board may from time to time elect. Any two (2) or more offices may be held by the same person, except the offices of the President and Secretary.

#### Section 2 ELECTION OF OFFICERS

The Board of Directors shall elect the officers of the Association at their first meeting following the Annual meeting of members.

#### Section 3 TERM OF OFFICE

The officers shall be elected annually by the Board. Each officer shall hold office for a term of one (1) year, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

#### Section 4 PRESIDENT

The President shall be the general managerial officer of the Association, except as otherwise determined by the Board, and he shall be vested with the powers and duties generally incident to the office of President of a not-for-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these By-Laws.

Pursuant to *Robert's Rules of Order*, because the Board is made up of not more than 12 members, the President may vote on all motions or resolutions before the Board. During a vote by the membership at an Annual Meeting, or other Special Meeting of the Membership, the President shall only vote on a motion or resolution before the membership to make the deciding vote which means to make or break a tie.

#### Section 5 VICE-PRESIDENTS

In the absence of the President or in the event of his inability or refusal to act, a Vice President is empowered to act and shall thereupon be vested with the powers and duties of the President.

#### Section 6 SECRETARY

The Secretary of the Association shall keep the minutes

of the Association, the Resolutions of the Board from each meeting, and a record of all other matters transacted at the meetings of the members or of the Board. The Secretary shall mail, or cause to be mailed, all notices required by these By-Laws. Through the office of the Association, the Secretary shall have custody of the corporate seal and corporate records, and shall maintain a list of the members and their addresses, and perform all other duties incident to the office of Secretary.

#### Section 7 TREASURER

The Treasurer, through the office of the Association, shall have custody of the funds of the association, collect monies due, pay the obligations of the Association out of its funds, and perform such other duties as are incident to the office of Treasurer. The Board may require that the Treasurer and General Manager be bonded for such amount and under such conditions as the Board may require.

#### Section 8 VACANCIES

Any vacancy in any office may be filled by appointment of the Board. The officer appointed to fill such vacancy shall serve until the next election of officers by the Board.

#### Section 9 REMOVAL

Any officer may be removed from office by a vote of two-thirds (2/3rds) of all the Board whenever in its judgment the best interests of the Association would be best served.

#### ARTICLE VIII

#### SPECIAL POWERS OF THE MEMBERSHIP AND RESTRICTIONS ON OFFICERS AND DIRECTORS

Subject to the provisions of applicable statute, upon the affirmative vote of one-fourth (1/4th) of all members entitled to vote, the members shall have the power to cause the Board to evaluate and vote upon any action that, according to the applicable statute, the Articles of Incorporation and the other provisions of these By-Laws, would be action exercisable by the Board of Directors; and upon the affirmative vote of a majority of all the members entitled to vote, said members shall

have the power to: (i) override any action taken by the Board of Directors, without prejudice, however, to any pre-existing contract rights, and (ii) adopt any action that, according to applicable statute, the Articles of Incorporation, and the other provisions of these By-Laws, otherwise would be action exercisable by the Board of Directors.

#### ARTICLE IX

#### COMMITTEES

#### Section 1 EXECUTIVE COMMITTEE

The Board of Directors, by resolution, adopted by a majority of the whole Board, may designate an Executive Committee, which shall consist of the officers of the Association. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any member thereof of any responsibility imposed upon it or him by law.

#### Section 2 NOMINATING COMMITTEE

The Board of Directors shall appoint the Nominating Committee Chairman at the August regular board meeting, and the Chairman should select three (3) additional committee members to be approved by the Board at the September regular board meeting, so that the committee will be comprised of four (4) individuals. No person shall serve as Nominating Committee Chairman for two consecutive years. If possible, the previous Chairman should serve as a member of the committee and if he is unable to serve, then another member of the prior year's committee should serve. The Nominating Committee shall serve according to the detailed instructions adopted for that committee by resolution of the Board of Directors.

#### Section 3 ENVIRONMENTAL CONTROL COMMITTEE

As directed in Section 5, of the Declaration of Restrictive Covenants, the Environmental Control Committee shall be a permanent committee of the Association. The duties, responsibilities and powers of this committee are outlined in detail in the Declaration. Should a vacancy occur in this committee of three (3) persons, the appropriate power has been granted to the Board to appoint a qualified Association member to fill the vacancy. He must be a voting member of the Association and preferably a resident of Lake Camelot Subdivision.

#### Section 3A HEALTH AND ENVIRONMENT COMMITTEE

The Health and Environment Committee is a committee of the Association and functions under the guidance and direction of the Association's Board. The Board shall appoint a Chairman and the Chairman shall select a committee with the minimum of three (3) members in good standing for approval by the Board. One member shall be an owner of a lot serviced by a leech line. One member shall be a Board member. Members shall serve for two-year terms and may be reappointed. The Board shall fill any vacancies. The duties and responsibilities of the Committee shall be to monitor the condition and quality of the leech lines and septic systems in the subdivision as well as related surface and ground water drainage problems. The Committee shall study the condition and required maintenance, repair, and replacement of leech lines and septic systems and make recommendations to the Board of Directors concerning the condition and quality of the leech lines and septic systems in the subdivision, as well as related surface and ground water drainage problems, including recommending: additions or amendments to the Rules and Regulations of the Association, proposed repairs, replacement or improvements of leech lines and septic systems, special assessments to the leech line owners, if major repairs required by Peoria County Board of Health or EPA, fees or annual dues, as well as enforcement of the Restrictive Covenants, By-Laws, and Rules and Regulations. The Board may authorize the Committee to study and monitor other matters concerning the environment and the health and safety of the members of the Association. Leech line maintenance is the responsibility of the lot owner. Lot owners hooked into leech lines must directly address situations and solutions with the Peoria Board of Health.

#### Section 3B INFRASTRUCTURE/LONG RANGE PLANNING COMMITTEE

The Infrastructure/Long Range Planning Committee is a committee of the Association and functions under the guidance and direction of the Board. The Board shall appoint a Chairman, and the Chairman shall select a committee with the minimum of three (3) members and a maximum of six (6) members in good standing for approval by the Board. Members shall serve two year terms and may be reappointed. The Board shall fill any vacancies. The duties and responsibilities of this committee shall be to monitor conditions of the Subdivision's amenities, plan and recommend repairs and improvements for further action by the Board and provide estimates for budgetary purposes.

#### Section 3C LAND AND LAKES COMMITTEE

The Land and Lakes Committee is a committee of the Association and functions under the guidance and direction of the Board. The Board shall appoint a Chairman, and the Chairman shall select a committee with the minimum of three (3) members in good standing for approval by the Board. A representative from Lake Camelot, Lake Lancelot and the Board should be included in this committee. Members shall serve two year terms and may be reappointed. The Board shall fill any vacancies. The duties and responsibilities of this committee shall be to monitor conditions of the Subdivision's lakes and out-lots, plan and recommend repairs and improvements for further action by the Board, and provide estimates for budgetary purposes.

#### Section 4 OTHER COMMITEES

Other committees, (such as Lakes, Pool, Clubhouse, Grounds, Social and Financial), not having or exercising the authority of the Board in the management of the Association, may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Members of each such committee shall be members of the Association in good standing.

#### Section 5 TERMS OF OFFICE OF OTHER COMMITTEES

Committees such as those listed in Section 4 above shall serve until the next Annual meeting, unless the committee shall be sooner terminated.

#### Section 6 DUTIES OF COMMITTEES AND NOT-FOR-PROFIT CLUBS

Not having the authority of the Board in the management of the Association, the committees may be directed by the Board to study and do research in order to assemble recommendations and ideas to assist the Board in the management of the business of the Association.

Each committee and all clubs are required to submit a year-end review at the annual meeting and a full financial accounting to the Association's office by January 15 of the following year.

#### Section 7 COMMITTEE CHAIRMAN AND/OR LIAISON MEMBER

One member of each committee shall be appointed Chairman, and one member of the Board shall be an exofficio member of the committee, acting as the Liaison officer between the committee and the Board. The board liaison shall report to the Board at regular monthly meetings and the chairman or appointed member of each committee shall report in his absence.

#### Section 8 VACANCIES AND/OR REMOVAL

Any vacancy in the membership of any committee may be filled by appointment made by the Board; and any member of any such committee may be removed by the Board by notice in writing delivered to such member, whenever in its judgment the best interests of the Association shall be served by such removal.

#### ARTICLE X

#### WAIVER OF NOTICE

Whenever any notice whatever is required to be given under these By-Laws, under the provisions of the Articles of Incorporation, or under the provisions of applicable statute, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, is deemed equivalent to the giving of such notice.

#### ARTICLE XI

# INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

Any person who is involved without his consent in any legal action due to the fact that he is or was a Director, Officer, or Employee of the Association shall be indemnified by the Association against all expenses reasonably incurred by him in connection with or resulting from such legal action. Such expenses shall also include the amount paid by him with the consent of the Association acting through its Board of Directors in reasonable settlement of such action, except for those matters as to which it shall be determined that such person was derelict in the performance of his duties to the Association. This right of indemnification shall apply to matters arising both before and after the time of adoption of this By-Law and shall not exclude any other legal right of indemnification to which such person may be entitled.

#### ARTICLE XII

#### AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws or Amendments adopted, in the following manner:

The Board of Directors of the Association will first adopt a resolution setting forth the proposed amendment(s) to the By-Laws, then a written ballot and explanation of all proposed changes shall be mailed to all members in good standing at least thirty (30) days prior to the voting deadline, and the affirmative vote of two-thirds (2/3rds) of those members in good standing and entitled to vote, <u>who choose to vote</u>, shall ratify the change(s).

#### RULES AND REGULATIONS

#### A. INTRODUCTION

The Rules and Regulations govern the use of Lake Camelot, Lake Lancelot and all of the Camelot Round Table Association's facilities and Out-lots, by property owners and their guests. These Rules and Regulations were duly considered and officially adopted by the Board of Directors of the Camelot Round Table Association, and this edition reflects all changes in Rules and Regulations up to December 2014, and supersedes all other Rules and Regulations.

All the Rules and Regulations have been formulated with one aim, to establish orderly and reasonable procedures for governing activities and for maintaining the integrity of the Subdivision, while restricting individual freedom as little as possible. It is hoped that the Rules and Regulations will be accepted in a spirit of cooperation and that the rule of common sense will prevail in those instances where the interpretation of a Regulation is in doubt or where a specific Regulation does not exist to cover a particular situation. In the final analysis, the application of common sense and reasonableness, together with respect for one's neighbor and his property, are the primary requisites that Lake Camelot Subdivision will be a truly enjoyable place to live and play.

In addition to these Rules and Regulations, all Members should read and be familiar with the Declaration of Restrictive Covenants. The Restrictive Covenants have been recorded in the office of Peoria County Recorder of Deeds and are binding upon title to, and the owners of lots in the Lake Camelot Subdivision. The Restrictive Covenants are incorporated by reference and made a part of these Rules and Regulations, but in the event of any conflict between the Restrictive Covenants and the Rules and Regulations, the Restrictive Covenants shall govern.

For a member to use the Association's facilities and services as detailed in these Rules and Regulations, they must be a "member in good standing." A "member in good standing" is one who has complied with all the requirements of the Board of Directors, the Declaration of Restrictive Covenants, the By-laws and the Rules and Regulations and has paid all Association charges and fees in full. A member must be in good standing as to each lot owned, rather than to less than all of the lots owned, in order to seek and take advantage of the privileges of ownership.

Only an immediate relative or significant other, living in the same household, will be allowed to fish on the lakes or use the facilities of Lake Camelot Subdivision. This relative or significant other of a lot owner must carry proper identification regarding residence.

All others (relatives <u>residing elsewhere</u>, friends, guests, etc.) must be accompanied by the lot owner when using our amenities; otherwise these persons will be required to leave the lakes or other Camelot Round Table Association property immediately. There will be no exceptions.

#### **B. BOATING REGULATIONS**

#### 1. General Regulations

(a) Only water craft owned by Lake Camelot Subdivision lot owners and members of Camelot Round Table Association (RTA), who are in good standing, will be allowed on the lakes.

(b) Any watercraft deemed unsafe by the RTA Board will not be allowed or registered for use on the lakes.

(c) The number of persons carried, load carried, equipment, (e.g., life preservers, etc.), shall be in accordance with the U.S. Coast Guard Regulations and builder's recommendations.

(d) No boat will be allowed on the lakes after sundown without proper lights. These lights must be turned on from dusk to dawn.

(e) For LAKE CAMELOT (upper lake). All gasolinepowered engines must be raised or covered. Boat motors can be used for loading boats onto trailers at launch areas.

(f) On LAKE LANCELOT (lower lake), traffic flow for all watercraft must be in a counter-clockwise direction.

(g) Watercraft occupants will not deposit debris of any kind into the waters of the lakes or dock areas.

(h) Deliberate wake jumping by boats and personal watercraft shall not be permitted.

(i) Every boat operator is required to know and follow the regulations of the State of Illinois Boat Registration and Safety Act, the U.S. Coast Guard and the Department of Natural Resources. The preceding regulations are incorporated by reference into the Rules and Regulations, and therefore, any violation shall be considered a violation of the Rules and Regulations.

#### 2. Registration of Water Craft

(a) Any watercraft of a property owner that is propelled by oar, paddle, foot pedals, sail or mechanical motor must be registered with the RTA annually. To register a craft, the standard RTA registration form and the Lake Camelot Watercraft Acknowledgement Form must be completed and submitted annually along with:

The original registration issued by Illinois (or the State in which the lot owner resides), if registration is required by the State,

and a certificate of marine public liability and property damage insurance, if the craft is equipped with a motor exceeding 10 horsepower.

The RTA office will copy these original documents and return them to the member.

(b) Registration decals must be purchased by the lot owner for each craft registered, and these must be displayed on each side of the craft after the state registration numbers, along with the owner's lot number, on each side. Lot numbers should also be displayed on both sides of the tongue of the trailer. These lot numbers must be not less than one and onehalf (1  $\frac{1}{2}$ ) inches in height. The decals must be displayed by April 1<sup>st</sup> of the current year to be on the lakes. Decals from the previous year expire March 31<sup>st</sup>.

(c) If watercraft registration of the boat is required, then the State's registration number must also be displayed.

(d) The color for Camelot RTA decals and the purchase price will be determined by the Board each year.

(e) Any person owning water craft not displaying a current Camelot RTA registration decal and lot number, as directed above, shall be subject to monetary penalty and/or suspension of boating privileges. Any boat found beached and left on any Camelot RTA out lot or common property, which is not displaying a current Camelot RTA decal and lot number, shall be impounded by the Camelot RTA Board and will be subject to monetary penalty and/or suspension of boating privileges.

#### 3. Restrictions on Sizes and Types

(a) The maximum boat size is restricted to twenty-two (22) feet in length per manufacturer's specifications, except pontoon boats, which may be up to twenty-five (25) feet in length.

(b) For **LAKE LANCELOT ONLY** (lower lake), the maximum horsepower rating is 75 horsepower. Only outboard motors are allowed. All motors in excess of 40 horsepower must provide engine serial number prior to obtaining a boat sticker. All personal watercraft must provide serial numbers, regardless of size, prior to obtaining a boat sticker.

(c) Any boat with toilet facilities is required to have a holding tank.

#### 4. Speed Limits

(a) All water craft speed limits and time restrictions are as follows:

Five (5) miles per hour between dusk and dawn.

Ten (10) miles per hour between dawn and 10 a.m.

For Lake Lancelot (lower lake) only. Time reserved for recreational use (faster boating, tubing, water skiing, personal water craft use, etc.) is between 10 a.m. and dusk. For fishing tournaments, recreational use begins at 12:00 p.m.

(b) Unpowered boats and swimmers shall have the right-of-way. Power boats shall stay at least thirty (30) feet away from either swimmers, unpowered boats or the shoreline, unless operating at **NO WAKE SPEED**. (No wake means flat water without any froth behind the boat.) The RTA management may post a NO WAKE sign as deemed necessary.

(c) No form of boat or personal watercraft racing is

permitted.

#### 5. Water Skiing

(a) The provisions of the State of Illinois Boat Registration and Safety Act have been adopted by the RTA Board to be applicable to all water skiing activities on LAKE LANCELOT (lower lake). Any violation of these State laws is a violation of these Regulations.

(b) Water skiing shall be allowed on Lake Lancelot (lower lake) from 10 a.m. to dusk.

(c) Neither a boat towing a skier nor the towed skier may enter any NO WAKE restricted areas which are marked by buoys or which may otherwise be so designated from time to time.

Violation of Boating Regulations 1-5. Violations of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### C. FISHING REGULATIONS

#### **General Regulations**

(a) The regulations of the State of Illinois pertaining to fishing activities are incorporated into these Rules and Regulations, and are applicable to all fishing activities in the Lake Camelot Subdivision. Thus, Illinois regulations governing fishing licenses, seasons, limits, legal sizes, etc., must be observed, as well as any posted Lake Camelot Subdivision Regulations. Be sure to check posted regulations, since size limits change annually.

(b) Fishing on the lakes will be by pole and line only. No trot lines, throw lines, bottle fishing, unattended lines, or seines will be allowed.

(c) The use of live minnows and other live fish as bait is prohibited in order to minimize the danger of the lakes being populated with "rough" fish.

(d) Fish (including goldfish) from other areas must not be deposited in the lakes.

(e) Fishing from LAKE LANCELOT (lower lake)

beach is prohibited.

(f) Frogs will not be taken from the lakes by spearing or gigging.

(g) In open water fishing tournaments, the fish are to be returned to the lake in which they were caught.

(h) Cleaning fish is not allowed on RTA property.

(i) Fish limits are per posted sign and noted in the newsletter. The total catch of the member and member's guest (aggregated together) must not exceed the limit.

Violation of the Fishing Regulations: Violation of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

## D. DOCKS, MOORING, SHEDS, GARAGES, ETC.

#### 1. General Regulations

(a) Docking facilities or beaching of boats will not be allowed along the dams for Lake Camelot and Lake Lancelot.

(b) Construction of docks and mooring facilities in the confines of the out-lots by property owners is prohibited unless recommended by the ECC and approved by the RTA Board.

(c) Floating docks or diving platforms shall not be permitted on the waters of the lakes.

(d) Docks and mooring structures shall not extend more than ten (10) feet into Lake Lancelot or no more than twenty (20) feet into Lake Camelot as measured from the water's edge at normal pool.

(e) The design and construction of dock and mooring facilities must be submitted to and recommended by the ECC for approval by the Board prior to installation in or on the waters of the lakes.

(f) Docks, moored rafts, marker buoys and floats, and similar objects and structures in the waters of the lake will either be finished in a color that separates and

distinguishes the object or structure from the shore and/or foliage background, or have their extremities adequately marked with weather-resistant reflective material, tape or warning markers.

(g) Floating rafts, such as water trampolines, may be left in the lakes as long as these are moored when not in use, and do not obstruct counter-clockwise flow of traffic.

#### 2. Sheds, Garages, Outbuildings, etc.

(a) The design, construction, proposed location, of any outbuildings must be recommended by the ECC and approved by the Board prior to installation of any such structure.

(b) No shed or other type of outbuilding shall be placed on any lot where no home exists, unless it is considered contiguous status and is registered with Peoria County under one tax code.

Violations of Docks, Mooring, Sheds, Garages and Outbuildings: Violation of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### E. SWIMMING, BEACH AND POOL REGULATIONS

#### 1. General Swimming Regulations

- (a) Swimming in either lake will be at one's own risk.
- (b) Swimming from boat launch areas is not allowed.
- (c) No private swimming areas will be marked.

(d) Swimming in the pond at the Water Tower is prohibited.

(e) Only lot owners, who are "members in good standing" with the Association, and their guests are allowed to swim in the lakes of Lake Camelot Subdivision.

(f) Swimming is prohibited from Lake Camelot beach and other RTA out-lot properties.

#### 2. Scuba Diving

(a) Scuba divers must remain within 100 feet of the shoreline except during non-skiing hours.

(b) The areas occupied by a scuba diver must be designated by proper markings such as flags.

#### 3. Beach Area on Lake Lancelot - Clubhouse Area

(a) Specific rules are posted at the beach area and must be strictly followed.

(b) Swimming is allowed within the restricted area ONLY.

(c) No food, drinks, picnics or fires are allowed on the beach. The picnic area next to the beach must be used for those purposes.

(d) No fishing in the beach area.

(e) No pets allowed on the beach.

(f) To keep the beaches safe, breakable objects are prohibited. Littering is not allowed. All trash must be placed in the containers provided.

(g) Lifeguards will be present at the beach during posted hours. WHEN THE LIFEGUARDS ARE NOT PRESENT, THE BEACH IS TO BE CONSIDERED CLOSED.

(h) The lifeguards maintain full authority over the beach area and their judgment must be respected. Report any unsafe conditions to the lifeguards.

(i) Children under the age of twelve (12) years must be supervised by a responsible adult even when lifeguards are on duty.

(j) ONLY lifeguards may occupy the lifeguard chair or tower.

#### 4. The Swimming Pool Area

(a) Specific rules are posted at the pool, and these rules must be strictly followed.

(b) The pool will be open during posted hours, but may be closed at the discretion of the lifeguards (e.g.,

inclement weather).

(c) The lifeguards stationed at the pools shall maintain full authority over the pool area. They are authorized to restrict persons to the use of certain pools if deemed necessary, and to remove anyone who, is not following the pool rules or creates an unsafe condition. If the lifeguard feels that further action should be taken against a member or guest, they will inform the General Manager. The General Manager will submit recommendations to the RTA Board such as suspension of pool privileges and/or other penalties.

(d) No children under the age of twelve (12) years will be left unattended. They must be supervised by a responsible adult.

(e) For admittance to the pools, members must be "in good standing" with the Lake Association.

(f) Members may bring guests to the pool, but guests are not allowed at the pool without the member. There will be a fee charged for each guest.

(g) To avoid overcrowding, the members are urged to limit the number of guests brought to the pool, particularly on weekends and holidays. For a party of ten or more, permission must be obtained from the Pool Manager before those guests will be permitted to accompany a member.

(h) The pool may not be reserved for private use during regular hours.

(i) A non-refundable deposit and rental agreement is required to rent the pool. The deposit will be refunded if the event is canceled at least seven days prior to the date of the event or due to inclement weather.

(j) Food, beverages, glass containers, street shoes, smoking, pets, etc. are prohibited in the pool area.

(k) Appropriate swimwear shall be worn in the pool. (No cut-offs).

(l) Any child not toilet trained must wear a special swim diaper. NO DISPOSABLE DIAPERS ARE ALLOWED.

(m) All State Health Regulations will be followed and by reference are hereby made a part of these

regulations.

Violation of Swimming, Beach and Pool Regulations 1-4. Violations of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### F. TENNIS COURTS REGULATIONS

#### **General Regulations**

(a) Occupancy of any tennis court must be relinquished to waiting players ON THE HOUR or after one hour of play. Organized leagues, having permission from the RTA Board, have priority over the usage of the tennis courts.

(b) Those individuals using the tennis courts must rotate their turns accordingly, with those playing the longest relinquishing their court first.

(c) Every person who enters the tennis courts must be wearing appropriate footwear (not boots, dress shoes or heels), both for safety's sake and to protect the surface of the courts.

(d) Players will refrain from deliberately hitting the center net and playing surface with a racquet or any other objects.

(e) Glass containers on the courts are prohibited.

(f) No wheeled vehicles, bikes or toys will be allowed on the courts.

(g) Good sportsmanship and tennis etiquette must be displayed on the courts at all times.

(h) Any misuse of the courts will be reported to the Board, and the result may be a fine, penalty or suspension from the tennis court's use.

Violation of Tennis Court Regulations. Violations of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### G. CLUBHOUSE REGULATIONS

#### 1. General Regulations

(a) The clubhouse must be utilized in a reasonable manner by renters and occupants.

(b) The clubhouse shall be a smoke-free building. Designated outside smoking areas are provided.

(c) Members are responsible for any theft, damage or activity contrary to the clubhouse rules that they, their children, relatives or guests perform.

(d) Alcoholic beverages are not to be sold in the clubhouse. The Association assumes no responsibility for the use of alcoholic beverages by persons using the clubhouse.

(e) No pets are to be allowed in the clubhouse.

(f) No children under the age of twelve (12) years will be left unattended in the clubhouse.

(g) Proper conduct is expected at all times.

(h) Parking lot lights shall be on during all evening clubhouse events.

#### 2. Rules for Use and Rental of Clubhouse

(a) Any member of the Association is entitled to use or rent the clubhouse, provided he is in good standing with the Association (See By-Laws, Article 1, Section K).

(b) Guests must be accompanied by the member, who shall be in attendance at all times.

(c) Rental reservations will be made on a first-come, first-serve basis and can be made no more than thirteen (13) months in advance. Rental reservations require one-half of the rental fee as the deposit at the time of booking and the member must sign a rental contract. In the event of a notice of cancellation given by the renter, the deposit will be refunded, if the event is cancelled at least one month in advance, so its renewed availability can be included in the newsletter.

(d) Rental reservations require that a member must make a security deposit in addition to the required

rental fee at booking. This is a guarantee for payment of any damages prior to the use of the clubhouse. The security deposit will not be refunded if the member is found in violation of the rental agreement. If damages exceed the security deposit, the member is responsible for all repair costs.

(e) RTA personnel (security, general manager, and/or board members) reserve the right to check the facility during any clubhouse rental.

(f) Any private party principally attended by minors shall have at least two (2) responsible adult chaperones for each sixteen (16) minors.

(g) Equipment shall not be loaned or rented to any member. No equipment shall leave the clubhouse premise.

(h) The rental agreement and a complete list of rules shall be made available by the general manager.

Violation of the Clubhouse Regulations 1-2. Violations of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### H. CAMPGROUND AND BASEBALL DIAMOND

#### 1. Basic Camping Regulations

(a) All campers must keep the surrounding grounds clean.

(b) Only common household pets will be allowed and all pets must be kept on leashes.

(c) Fires may be started in designated places only. No campfires may be left unattended.

(d) Campers must supply their own firewood.

(e) Campers, under the age of eighteen (18) years, must be accompanied by a parent or adult chaperone.

(f) Campers must check in at the office. Camping shall be on a first-come, first-serve basis. No reservations can be made.

(g) Guests of members may camp for a three (3) week limit. A nightly fee will be charged. Guest campers do not receive free use of the amenities.

(h) Camping shall be prohibited on individual lots. Camping is only permitted in the campground area.

(i) A sign will be posted in the camping area, stating all rules and regulations governing the camping facilities and are hereby made a part of these regulations.

(j) Unattended campers, trailers or tents must be removed from the campgrounds unless the campers have approval from the office.

(k) Members are allowed seven (7) nights of free camping per year. After a week period, a nightly fee will be charged.

#### 2. Baseball Diamond

(a) The baseball diamond is for the recreational use of members and guests.

(b) No organized leagues are to use Lake Camelot facilities for practices or games unless permission has been granted by the Board.

(c) Vehicles are prohibited from driving on the ball diamond area unless it is being reconditioned by permission of the Board.

Violation of Campground and Baseball Diamond 1-2. Violations of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### I. OUT-LOTS AND LAKE ACCESS AREAS

(a) Lot owners adjacent to a park or lake access area must apply to the ECC and receive Board approval to alter RTA property. A waiver and release form shall be signed at the RTA office.

(b) No work should be done that will cause erosion or restrict normal drainage into the lake.

(c) Property markers shall be located to ensure that

private land is not involved.

(d) No trees are to be removed, even if they are dead, without specific approval in writing of the Board.

(e) Any form of work or improvement done to RTA property by adjacent lot owners shall be done at the lot owner's expense unless the RTA Board determines otherwise.

(f) All dirt bikes, snowmobiles, snow sleds or boards, and 2-, 3- or 4-wheel All-Terrain vehicles are prohibited from all RTA property.

Violation of Out-Lots and Lake Access Area. Violations of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### J. LOT OWNERS' MAINTENANCE RESPONSIBILITIES

(a) The owner of each lot in the Subdivision shall at all times maintain the entire lot and any improvements thereon to prevent it from becoming unsightly.

(b) All lots must be mowed and kept free from unsightly growth of vegetation and noxious weeds. If a lot owner does not mow or have their lot mowed, the Association has the right to mow it at a cost to be paid by the lot owner. If not paid, such charges shall be added to the fees for each lot, and applicable interest will apply. Repeat offenses may have liens filed against the property.

(c) Outdoor fires may not be left unattended and must comply with county and township requirements.

(d) Members who have a residence constructed within the confines of the Subdivision may not use the garbage cans or dumpsters that are set out on RTA common property as a place to dispose of their normal household garbage and/or other unwanted items.

(e) Lot owners are strongly urged not to use pesticides, herbicides and selective weed killers, particularly fertilizers containing phosphates on lots. These will result in contamination of, or excessive weed growth in, the lakes. (f) Storage of every fuel tank that is installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened by fencing or shrubbery to the approval of the Board. (See Restrictive Covenant 6.7).

(g) Each lot shall have adequate and approved yard lighting equipped with a photoelectric switch, located at least ten (10) feet behind front lot line. (See Restrictive Covenant 7.4.4).

(h) Chlorinators should be checked on a regular basis to ascertain the need for adding chlorine tablets to the chlorine canisters.

(i) No yard waste (leaves, weeds, tree limbs or grass clippings) shall be deposited in the lakes.

(j) A property owner will not encroach upon the lake waters by depositing excavated soil or other materials onto the water's edge or into the lakes, except that such material is approved for beach surfacing or breakwaters as recommended by the ECC and approved by the Board.

(k) Property owners are responsible for erosion control on their private lots.

(l) If a tree falls into the lake from your property, it is ultimately the homeowner's responsibility to remove or have removed the fallen tree from the lake.

(m) Lake lots must have an ECC recommended and Board approved erosion control material for the lot's shoreline in place by the year 2020.

Violation of Lot Owner's Maintenance Responsibilities. Violations of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### K. MISCELLANEOUS REGULATIONS

1. No trapping is permitted on RTA common property except by permission from the–Board. It is unlawful to trap without having a valid license unless you are trapping on the property where you reside.

2. Hunting is not permitted in the subdivision.

3. The discharge of firearms or archery devices of any kind is prohibited in the subdivision.

4. Only the usual household pets as stated in the Peoria County Code shall be kept or maintained on any lot in the Subdivision. (See Restrictive Covenant 8.2 and the Peoria County protection laws).

5. Dog runs shall be permitted only with the recommendation of the ECC and the approval of the Camelot RTA Board and follow the county set back rules.

6. Playing, climbing, running, sliding or sledding on the dams is prohibited. Rip-rap rocks on the dams must not be disturbed, and no rocks at any shoreline location may be thrown into the lakes.

7. No stripped-down, partially wrecked or junk motor vehicle, or any sizable part thereof, shall be parked anywhere in the Subdivision.

8. Vehicle parking shall be in accordance to Peoria County Code. No overnight parking on any roads in the subdivision or empty lots. Parking is restricted to driveways only. (See Restrictive Covenant 8.3).

9. No fences shall be permitted on any lot or lot lines, except with the recommendation of the ECC and the approval of the Board. (See Restrictive Covenant 6.6).

10. Ditches and swales are not to be obstructed. Home builders shall provide for the installation of culverts and take steps necessary to make sure they are not obstructed and are kept in good repair. (See Restrictive Covenant 7.5).

11. No permanent outside toilets shall be permitted on any numbered lot. No sanitary waste shall be permitted to enter the lakes. All sanitary installations must conform to the recommendations of the ECC and the approval of the RTA Board, the County, and the State Board of Health. (See Restrictive Covenant 9.1).

12. The Board has established CURFEW HOURS of 10 p.m. to 5 a.m. Curfew hours are posted on signs throughout the subdivision. After the time of curfew, NO ONE under the age of 18 years, unless accompanied by an adult member in "good standing," is allowed to be present on any of the RTA common properties, except during RTA approved activities. Persons found on any of these properties after curfew hours will be subject to citation, fines and penalties. Members are responsible for the actions of their guests.

13. Homes for rent must be registered at the Office with the General Manager. (See By-Laws Article IV, Section 2g).

14. No Feeding Ordinance – The feeding of deer, raccoons and geese is prohibited in the Subdivision. Violation of these rules by any lot owner and/or their families or guests will result in immediate suspension of membership privileges.

15. Remote control gas power toy boats or similar items are prohibited from both lakes.

Violation of Miscellaneous Regulations 1-15. Violations of these rules by any lot owner, and/or their families or guests, will result in immediate suspension of the use of all Camelot RTA facilities, as well as fines and other penalties.

#### L. ENFORCEMENT OF REGULATIONS

Enforcement of the Rules and Regulations of the Camelot Round Table Association for Lake Camelot Subdivision is empowered to the Board of Directors by the Restrictive Covenants and By-Laws. Sanctions imposed for violations of Rules and Regulations shall include, but are not limited to, one or more of the following:

- 1. Written Warnings,
- 2. Suspension of Membership Privileges,
- 3. Fines and interest accrual, and
- 4. Criminal Prosecution under the Applicable State Statutes.

In no way shall such sanctions infringe on the rights of the individual property owners or the Association to pursue further recourse either in Law or Equity through civil courts of competent jurisdiction.

**Member Misconduct** – Member misconduct will result in immediate forfeiture of the privilege to use any and all RTA amenities for a period of one (1) year (from the date of the violation). Misconduct includes: excessive use of profanity, fighting/physical abuse, abuse of the facilities, lakes, RTA property and equipment. Various employees (lifeguards, water patrol, compliance officers, managers, etc.) have been given power to enforce or recommend the enforcement of the Rules and Regulations as appropriate for their jobs.

Subdivision's security officers have responsibility for RTA properties and the enforcement of applicable Rules & Regulations. Appropriate law enforcement should be contacted for all other concerns.

The job of the RTA employees is not to interfere with or oppress anyone, but to preserve order and maintain pleasant conditions for all members. Please respect and comply with their instructions at the time given. Written protest to the Board may be filed by any member in good standing.

Although most of the Subdivision property is privately owned, including the lakes, out-lots, recreational facilities on common grounds, and the lots and homes, law enforcement officers may enter the Subdivision at their discretion. Members and guests are not immune from law enforcement authorities, and any RTA employee or member may call and lodge complaints with such authorities under appropriate circumstances.

In a spirit of friendly cooperation, you are urged to politely remind any owner or guest of these rules when you observe a violation.

#### M. VIOLATION PROCEDURES

If you or your guests are cited for a violation:

- 1. You will receive a written notice with specific details.
- 2. You will have fifteen (15) days to submit a written protest and request a hearing.
- 3. Fines levied shall be payable within thirty (30) days. Interest of nine (9) percent will accrue on the fine if not paid within the thirty (30) days.
- 4. Fines may be assessed against your lot, in the form of a lien, if they are not paid.
- 5. Fines will be published in the Camelot Newsletter.

#### N. GENERAL INFORMATION

1. Communication System

(a) All RTA members shall receive the Camelot Newsletter around the first of each month. All news

items must reach the General Manager by the  $20^{\rm th}\ {\rm of}$  each month.

(b) All Board meetings are held on the third Wednesday of each month at 6:30 p.m. or as otherwise advertised.

(c) The Annual meeting of the membership is held on the first Sunday in December at 2:00 p.m.

2. Procedures for Obtaining Building Approval

As mentioned in the introduction (Section A), you should become familiar with the Restrictive Covenants, which are part of these Rules and Regulations.

If you intend to build any type of structure or improvement on your lot, you should give careful consideration to the Restrictive Covenants. Plans and an application for building approval MUST BE SUBMITTED to the Environmental Control Committee. With the RECOMMENDATION of the ECC and the APPROVAL of the Board, you may then begin construction. Informational sheets giving procedures for obtaining building approval may be obtained from the General Manager at the office.