

Memorandum



To: ACL Board

Date: July 28, 2020

From: Megan Shamp

Memo #: 2020-48

Topic: August committee/commission changes

Recommendation: To appoint Steve Nelson as Chair and Barb Hendren as Secretary of the CAMP Financing & Marketing Ad Hoc Commission; to appoint Ron Carpenter as Chair and Chris Szczypta as Vice Chair/Secretary of the Campground Commission; to appoint Edie Petelle as Chair of the Appeals Board Commission; and to appoint Brett Livengood to the Budget Commission; and to accept the resignation of Darryle Burmeister from the Conservation Commission.

*Plan on a Page: High Performing Operations and Management –
To operate at full efficiency and effectiveness for the benefit of the
Association*

10.12



Memorandum

To: ACL Board

Date: August 3, 2020

From: Megan Shamp

Memo #: 2020-52

Topic: Appeals Board decisions

Issue & Analysis: In accordance with the NFP Act, only committees comprised of at least two Board members, with the majority of the committee members being Board members, have the authority to act on behalf of the Association. All other committees are referred to as advisory bodies or commissions. The Appeals Board guidelines state that no member of the Appeals Board can be currently serving on the ACL Board of Directors. As such, the Appeals Board serves in an advisory capacity to the Board of Directors.

Recommendation: To accept the recommendation of the Appeals Board to uphold citation #0056 issued to Buehler and to uphold citation #0051 issued to Coffey.

*Plan on a Page: High Performing Operations and Management –
To operate at full efficiency and effectiveness for the benefit of the
Association*

Memorandum



To: Board of Directors

Date: August 3, 2020

From: Appeals

Memo: 2020-53

Topic: Property Owner citation appeal - Wuebben

Issue: Bruce Wuebben is appealing citation #0057 issued disobeying a control device (sign) in the Marina parking lot. The Appeals Board upheld the citation, at which time Mr. Wuebben stated he would appeal this citation to the Board of Directors. The packet sent to the Appeals Board, including a copy of the citation and the incident report, is included in the Board packet.

Recommended Motion: TBD



Memorandum

To: ACL Board

Date: August 4, 2020

From: Joe Wiener, ACL Building Official

Memo #: 2020-54

Topic: Property Owner AECC Appeal - Rosalez

Issue & Analysis: The owners of 9A189 Cottonwood Ct are requesting approval to install a detached 585 sf patio with a pool within the 100' lake front setback. The proposed detached patio/pool does not encroach into the side yard setback area. The Code allows for patios and decks in the lakefront setback with written AECC approval. (110.4.E). Only one detached deck and one detached patio are permitted within the lake front setback on a lot. The total combined area may not exceed 600 sf. (117.4.C) without a variance. There are currently no other decks or patios in the setback area. The proposed structure is 585 sf. The pool is a metal shell design. The Health Department has said they do not require the pool to have a septic system. The property owners have provided dimensioned drawings, a schedule of materials and colors, safety fence design and other items required for a submittal. (103) The permit application does not require a variance.

The Property Owners of 1A189 Cottonwood Ct. contacted the Building Inspector on February 6, 2020 to investigate the possibility of building an inground swimming pool. The Property Owners met with the Building Inspector February 7 to review the proposed plans. The Building Inspector told them that the patio and pool are subject to the structure regulations of the ACL Building Code. The patio/deck area was limited to 600 sf. There can be no encroachment into the setback areas without AECC approval and no encroachment onto the septic system which includes the leach field. The proposed plan was not considered to be in accordance with ACL Code. On March 7, the Property Owners submitted a building permit application with revised designs requesting permission to build a detached patio incorporating an inground pool within the 100' lakefront set back area. The AECC denied the application for a variety of reasons, including the size of the project and the inclusion of a pool so close to the lake. The application was again presented May 2 with new designs in response to previous Building Inspector and AECC comments. The AECC denied the application for reasons of lack of dimensions, apparent size, location and encroachment. Responding to AECC comments, concerns and with Building Inspector assistance, another application was submitted for the July 7 meeting. The Property Owners understanding was that the AECC could approve 600 sf of patio/deck space to be constructed within the 100' lakefront setback without a variance. The AECC denied the application by roll call vote.

Recommendation: To refer the Permit Application dated 7/11/2020 back to the Architectural and Environmental Control Committee for reconsideration.

*Plan on a Page: High Performing Operations and Management
Long Range Goals and Measures – Assure the knowledge and understanding of roles, responsibilities and governing documents by the Board of Directors*



Memorandum

To: Board of Directors

Date: August 3, 2020

From: Joe Wiener, Building Inspector

Memo: 2020-47

Topic: Lot Combination 08-257 and 08-258

Issue & Analysis: John & Donna Haniacek have requested a Lot Combination of lots 257 and 258 in the Independence (8) subdivision. This request was reviewed and approved by the Architectural and Environmental Control Committee at their August 1, 2020 meeting.

Recommendation: To approve the Lot Combination Agreement requested by John & Donna Haniacek for lots 257 and 258 in the Independence (8) subdivision. Once recorded, the Lot Combination Agreement may not be revoked or rescinded.

*Plan on a Page: Improvement of Infrastructure – To develop, maintain and improve the existing infrastructure.
High Performing Operations and Management - IYAP – Provide on-going training of Board of Directors and staff on governing documents for consistency in decision-making.*



Memorandum

To: Board of Directors

Date: August 11, 2020

From: Budget Commission

Memo: 2020-57

Topic: Publication of the 2021 Annual Assessment

Issue: The Budget Commission has recommended the 2021 Annual Assessment to the Board for approval. Per CICA, the budget must be advertised for a minimum of 30 days prior to the Board adopting the budget. The 2021 Annual Assessment will be published in the September issue of *The Apple Core*. The Annual Assessment will then be adopted by the Board at the October 17, 2020 meeting.

Recommendation: To authorize staff to publish the 2021 Annual Assessment of \$1,100 in the September issue of *The Apple Core*.

Plan on a Page: High Performing Operations and Management -To operate at full efficiency and effectiveness for the benefit of the Association.

Apple Canyon Lake Property Owners Association Committee/Commission Motion Card

Budget

Committee/Commission

Date 8/10/20

I move:

The Commission Recommend to the BOD the 2021 annual assessment Fee of \$ 1,100⁰⁰

Action Taken

MOTION MADE BY: <u>Bon Carpenter</u>	<p>VOTE RECORDED:</p> <p>YEA: <u>6</u></p> <p>NAY: <u>2</u></p> <p>ABSTAIN: <u>0</u></p>
MOTION SECONDED BY: <u>Fern Tribbey</u>	
CHAIR: <u>STEPHEN BOAST</u>	

Date Received _____ Given to _____ Date Completed _____



Memorandum

To: Board of Directors

Date: August 11, 2020

From: Budget Commission

Memo: 2020-59

Topic: publication of the 2021 Operating Budget

Issue: The Budget Commission has recommended the 2021 Operating Budget to the Board for approval. Per CICAA, the budget must be advertised for a minimum of 30 days prior to the Board adopting the budget. The 2021 Operating Budget will be published in the September issue of *The Apple Core*. The Budget will then be adopted by the Board at the October 17, 2020 meeting.

Recommendation: To authorize staff to publish the 2021 Operating Budget, with a total revenue of \$4,585,143.34 and total operating expenses of \$3,367,787.35, with a transfer to the R&R fund of \$535,000 and a transfer to the Capital fund of \$682,356, in the September issue of *The Apple Core*.

Plan on a Page: High Performing Operations and Management -To operate at full efficiency and effectiveness for the benefit of the Association.

Apple Canyon Lake Property Owners Association Committee/Commission Motion Card

Budget

Committee/Commission

Date 8/10/20

I move:

The Commission recommends to the BOD the 2021 operating Budget with a total Revenue of \$ 4,585,143.34 and total operating expenses of \$ 3,367,787 with a transfer to the R+R Fund of \$ 535,000 and a transfer to the Capital Fund of \$ 682,356

Action Taken

MOTION MADE BY: Ron Carpenter	VOTE RECORDED:
MOTION SECONDED BY: Fern Tribbey	YEA: 6
CHAIR: Stephen Borst	NAY: 2
	ABSTAIN: 0

Date Received _____ Given to _____ Date Completed _____

ACLPOA 2020 Operating Budget

	2021 Budget	2020 Budget	2021 to 2019 +/-	2019 Prelim	2020 to 2018 +/-	2018 Audited	2017 Audited	2016 Audited	2015 Audited
Asset Preservation Funds									
Membership Assessment - Operating	\$ 1,737,419.00	\$ 1,850,675	\$ 133,077	\$ 1,604,342	\$ 343,306	\$ 1,507,369	\$ 1,546,370	\$ 1,655,998	\$ 1,647,967
Membership Assessment - Capital Projects	\$ 682,356.00	\$ 608,000	\$ 459,858	\$ 222,498	\$ 398,099	\$ 209,901	\$ 222,000	\$ 222,122	\$ 220,493
Membership Assessment - R & R	\$ 535,000.00	\$ 559,000	\$ (265,208)	\$ 800,208	\$ (6,000)	\$ 565,000	\$ 511,500	\$ 402,221	\$ 407,270
Property Transfer Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Delinquent Dues Fee	\$ 21,500.00	\$ 19,450	\$ 200	\$ 21,300	\$ 2,700	\$ 16,750	\$ 22,375	\$ 19,500	\$ 25,075
Interest - Delinquent Dues	\$ 915.00	\$ 915	\$ (532)	\$ 1,447	\$ (85)	\$ 1,000	\$ 1,000	\$ 712	\$ 1,956
Foreclosure Fee Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Banking Income	\$ 9,750.00	\$ 9,550	\$ (16,174)	\$ 25,924	\$ (3,450)	\$ 13,000	\$ 10,000	\$ 19,943	\$ 2,109
Lease Rental Revenue	\$ 66,739.00	\$ 68,939	\$ (14,836)	\$ 81,575	\$ 42,000	\$ 26,939	\$ 29,039	\$ 23,596	\$ 27,134
ACL Seasonal Boat Slips/Campsites	\$ 204,675.00	\$ 204,945	\$ (555)	\$ 205,230	\$ (2,325)	\$ 207,270	\$ 205,505	\$ 208,035	\$ 201,395
Owner Amenity Registration Fee (OARF)	\$ 285,000.00	\$ 285,000	\$ 1,200	\$ 283,800	\$ -	\$ 285,000	\$ 285,000	\$ 287,300	\$ 285,400
Registration Fees	\$ 38,850.00	\$ 20,400	\$ 17,985	\$ 20,865	\$ 5,325	\$ 15,075	\$ 13,345	\$ 15,259	\$ 13,433
Counter Sales/Vending Income	\$ 2,185.00	\$ 1,710	\$ (1,650)	\$ 3,835	\$ (315)	\$ 2,025	\$ 3,050	\$ 2,518	\$ 2,049
Contribution Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Plan Program Fees	\$ 8,175.00	\$ 7,625	\$ 420	\$ 7,755	\$ 1,625	\$ 6,000	\$ 5,650	\$ 6,200	\$ 4,795
Gain/Loss Equipment Disposal	\$ -	\$ -	\$ 39,786	\$ (39,786)	\$ -	\$ -	\$ -	\$ (9,341)	\$ 250
Bad Debt Recovery	\$ -	\$ -	\$ (8,598)	\$ 8,598	\$ -	\$ -	\$ -	\$ 20,411	\$ 650
Over Payments - Property Owners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31	\$ 485
Credit Card Convenience Fee	\$ 3,300.00	\$ 3,590	\$ (287)	\$ 3,587	\$ 590	\$ 3,000	\$ 3,000	\$ 2,565	\$ 3,213
Program Fees	\$ 11,500.00	\$ 11,500	\$ (1,050)	\$ 12,550	\$ 1,700	\$ 9,800	\$ 9,200	\$ 10,423	\$ 7,214
Advertising Income	\$ 128,480.00	\$ 128,480	\$ 2,093	\$ 126,387	\$ 14,300	\$ 114,180	\$ 116,580	\$ 110,196	\$ 94,968
Social Recreation Income	\$ 26,100.00	\$ 28,100	\$ 2,608	\$ 23,492	\$ 1,650	\$ 26,450	\$ 23,559	\$ 26,303	\$ 18,583
Clubhouse Rental	\$ 4,375.00	\$ 4,375	\$ 450	\$ 3,925	\$ (425)	\$ 4,800	\$ 4,125	\$ 4,500	\$ 3,075
Building Permits & Septic Programs	\$ 9,290.00	\$ 9,250	\$ (153)	\$ 9,443	\$ (9,200)	\$ 18,450	\$ 17,350	\$ 15,866	\$ 5,158
Trash & Recycling	\$ 124,238.34	\$ 74,500	\$ 48,418	\$ 75,820	\$ 200	\$ 74,300	\$ 73,040	\$ 73,065	\$ 72,490
Pool Parties & Swimming Lessons	\$ 10,125.00	\$ 10,125	\$ 2,345	\$ 7,780	\$ 3,320	\$ 6,805	\$ 5,575	\$ 73,065	\$ 2,098
Camping Fees	\$ 13,966.00	\$ 13,952	\$ 754	\$ 13,212	\$ (1,713)	\$ 15,665	\$ 15,148	\$ 15,618	\$ 15,101
Boat Rentals	\$ 34,400.00	\$ 34,400	\$ (1,155)	\$ 35,555	\$ (16,400)	\$ 50,800	\$ 32,700	\$ 40,355	\$ 34,025
Boat Slip Rentals	\$ 5,850.00	\$ 5,800	\$ 560	\$ 5,290	\$ 665	\$ 5,135	\$ 3,605	\$ 4,135	\$ -
Fines Collected, NSF Check Fee	\$ 105.00	\$ 105	\$ (4,535)	\$ 4,640	\$ 105	\$ -	\$ 175	\$ -	\$ 2,802
Golf Fees/Golf Season Passes	\$ 134,350.00	\$ 137,050	\$ 18,061	\$ 116,289	\$ 11,989	\$ 125,061	\$ 123,140	\$ 118,195	\$ 121,903
Golf Advertising Income	\$ 1,600.00	\$ 1,600	\$ 600	\$ 1,000	\$ -	\$ 1,600	\$ 1,500	\$ 1,920	\$ -
Golf Misc Sales Income	\$ 8,500.00	\$ 8,500	\$ (8,401)	\$ 16,901	\$ 2,500	\$ 6,000	\$ 5,500	\$ 5,564	\$ 155,329
Golf Food & Beverage Income	\$ 205,100.00	\$ 196,100	\$ (12,890)	\$ 217,990	\$ 34,500	\$ 161,600	\$ 155,817	\$ 147,556	\$ -
Marina Concessions Income	\$ 266,800.00	\$ 273,000	\$ 32,494	\$ 234,306	\$ 2,000	\$ 271,000	\$ 258,500	\$ 251,030	\$ 238,900
Land & Lake Income	\$ 2,000.00	\$ -	\$ (13,180)	\$ 15,180	\$ -	\$ -	\$ -	\$ 80	\$ -
Special Projects (319 Grant Revenue)	\$ 2,500.00	\$ 2,500	\$ (83)	\$ 2,583	\$ 500	\$ 2,000	\$ -	\$ 9,174	\$ 22,716
Fundraisers (will be moved to des.funds)	\$ -	\$ -	\$ (21,756)	\$ 21,756	\$ (19,125)	\$ 19,125	\$ 21,350	\$ -	\$ 13,296
Employee Dishonesty Insurance Payout	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 4,585,143.34	\$ 4,579,136	\$ 389,866	\$ 4,195,277	\$ 808,036	\$ 3,771,100	\$ 3,724,698	\$ 3,717,041	\$ 3,651,329
Department Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,547
Department Payroll	\$ 1,525,858.23	\$ 1,479,839	\$ 67,010	\$ 1,458,848	\$ 184,312	\$ 1,295,527	\$ 1,242,846	\$ 1,212,161	\$ 1,039,831
Overtime Wages	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -
Payroll Tax	\$ 128,724.97	\$ 131,614	\$ 5,795	\$ 122,930	\$ (11,582)	\$ 143,196	\$ 140,073	\$ 134,382	\$ 129,090
Total Payroll Expenses	\$ 1,654,583.20	\$ 1,621,452	\$ 72,805	\$ 1,581,779	\$ 172,730	\$ 1,448,723	\$ 1,392,919	\$ 1,346,543	\$ 1,200,469
Contract Labor	\$ 24,390.00	\$ 26,035	\$ (590)	\$ 24,980	\$ (23,050)	\$ 49,085	\$ 61,885	\$ 35,023	\$ 21,736
Recruitment Expenses	\$ 1,450.00	\$ 1,950	\$ (511)	\$ 1,961	\$ 1,000	\$ 950	\$ 1,675	\$ 8,316	\$ 25,548
Employee Fringes	\$ 252,707.74	\$ 273,955	\$ 11,726	\$ 240,981	\$ 89,531	\$ 184,424	\$ 162,257	\$ 145,675	\$ 156,003
Uniforms/Name Tags	\$ 8,150.00	\$ 8,400	\$ 2,712	\$ 5,438	\$ 400	\$ 8,000	\$ 7,950	\$ 7,477	\$ 7,613
Conference/Training	\$ 16,600.00	\$ 16,500	\$ 4,590	\$ 12,010	\$ 5,900	\$ 10,600	\$ 37,305	\$ 5,581	\$ 11,733
Credit Card Expenses	\$ 19,000.00	\$ 16,000	\$ (56)	\$ 19,056	\$ -	\$ 16,000	\$ 16,500	\$ 15,822	\$ 15,141
DDS (Dues, Donations, Subscriptions)	\$ 7,934.80	\$ 7,600	\$ (309)	\$ 8,244	\$ 3,290	\$ 4,310	\$ 4,050	\$ 5,946	\$ 4,216
F/F/E (Furniture/Fixture/Equipment)	\$ 13,400.00	\$ 16,900	\$ (1,651)	\$ 15,051	\$ (1,850)	\$ 18,750	\$ 15,600	\$ 21,512	\$ 16,090
Program Refunds-Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registration Expenses	\$ 11,500.00	\$ 11,500	\$ 3,950	\$ 7,550	\$ -	\$ 11,500	\$ 9,250	\$ 9,524	\$ 10,781
Counter/Vending Supplies	\$ 200.00	\$ 850	\$ (1,771)	\$ 1,971	\$ 600	\$ 250	\$ 700	\$ 2,782	\$ 375
Office Supplies	\$ 8,200.00	\$ 8,300	\$ (139)	\$ 8,339	\$ (900)	\$ 9,200	\$ 9,500	\$ 8,443	\$ 10,041
General Supplies	\$ 21,650.04	\$ 23,950	\$ (4,970)	\$ 26,620	\$ 100	\$ 23,850	\$ 19,250	\$ 28,339	\$ 19,419
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 1,593	\$ -
Golf Food & Beverage	\$ 88,842.33	\$ 77,650	\$ (23,236)	\$ 112,078	\$ 18,300	\$ 59,350	\$ 56,350	\$ 59,209	\$ 65,622
Supplies for Resale	\$ 172,699.00	\$ 179,405	\$ (12,079)	\$ 184,778	\$ (1,845)	\$ 181,250	\$ 179,000	\$ 180,571	\$ 217,533
Boat Rental Expenses	\$ -	\$ -	\$ 53	\$ (53)	\$ (4,000)	\$ 4,000	\$ 5,600	\$ 2,074	\$ 2,428
Golf Cart Rentals	\$ 15,000.00	\$ 15,000	\$ (121)	\$ 15,121	\$ -	\$ 15,000	\$ 15,000	\$ 9,053	\$ 13,370
Advertising	\$ 86,500.00	\$ 86,500	\$ 8,125	\$ 78,375	\$ 14,100	\$ 72,400	\$ 68,905	\$ 62,595	\$ 55,892
Gift Certificates - Donated	\$ -	\$ -	\$ -	\$ -	\$ (2,000)	\$ 2,000	\$ -	\$ 3,708	\$ 3,342
Postage	\$ 20,000.00	\$ 20,000	\$ 18,631	\$ 1,369	\$ -	\$ 20,000	\$ 20,000	\$ 9,795	\$ 9,644
Rental Equipment	\$ 9,015.24	\$ 7,515	\$ (2,183)	\$ 11,199	\$ 915	\$ 6,600	\$ 5,600	\$ 8,130	\$ 5,548
Social/Recreation Expenses	\$ 17,875.00	\$ 22,175	\$ (8,804)	\$ 26,679	\$ (150)	\$ 22,325	\$ 17,140	\$ 24,056	\$ 11,725
Clubhouse Rental Expenses	\$ -	\$ -	\$ (1,175)	\$ 1,175	\$ (2,175)	\$ 1,175	\$ 1,450	\$ 985	\$ 1,750
Maintenance - Equipment	\$ 40,500.00	\$ 41,000	\$ (4,893)	\$ 45,393	\$ (500)	\$ 41,500	\$ 40,750	\$ 26,260	\$ 39,443
Maintenance - Grounds	\$ 105,700.00	\$ 98,700	\$ 28,072	\$ 77,628	\$ 6,200	\$ 92,500	\$ 89,750	\$ 84,401	\$ 66,660
Maintenance - Buildings	\$ 27,800.00	\$ 27,550	\$ (455)	\$ 28,255	\$ 2,800	\$ 24,750	\$ 30,500	\$ 43,547	\$ 41,782
Maintenance - Vehicles	\$ 14,600.00	\$ 14,600	\$ 1,288	\$ 13,312	\$ (400)	\$ 15,000	\$ 12,500	\$ 13,573	\$ 11,820
Fitness center expenses, tennis court, archery	\$ 700.00	\$ 700	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas & Oil	\$ 58,450.00	\$ 42,000	\$ 10,673	\$ 47,777	\$ 20,200	\$ 38,250	\$ 36,600	\$ 36,052	\$ 34,425
Scavenger Services	\$ 42,000.00	\$ 42,000	\$ 3,390	\$ 38,610	\$ 8,100	\$ 33,900	\$ 31,900	\$ 26,336	\$ 29,982
Licenses/Permits	\$ 5,950.00	\$ 6,390	\$ (8)	\$ 5,958	\$ 1,475	\$ 4,915	\$ 6,030	\$ 4,375	\$ 5,341
Membership/Employee Recognition	\$ 30,000.00	\$ 30,000	\$ (5,926)	\$ 35,926	\$ 10,000	\$ 20,000	\$ 4,900	\$ 5,504	\$ 19,421
Hardware/Software Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 299
Audit Consulting Costs	\$ 43,000.00	\$ 41,250	\$ 1,629	\$ 41,371	\$ 5,250	\$ 36,000	\$ 37,000	\$ 23,849	\$ 16,828
Legal Services	\$ 5,000.00	\$ 3,500	\$ (380)	\$ 3,488	\$ -	\$ 5,000	\$ 5,000	\$ 5,668	\$ -
Accounting Services	\$ 4,450.00	\$ 3,050	\$ 1,928	\$ 2,204	\$ (41,500)	\$ 45,000	\$ 32,000	\$ 49,310	\$ 44,218
Vehicle Licenses	\$ 22,500.00	\$ 90,000	\$ 51,588	\$ 74,412	\$ 644	\$ 2,406	\$ 2,206	\$ 1,993	\$ 1,194
Bad Debts-Current Year	\$ 132,616.00	\$ 129,936	\$ (6,975)	\$ 139,591	\$ 18,000	\$ 72,000	\$ 60,000	\$ 134,641	\$ 168,290
Utilities	\$ 185,874.00	\$ 150,594	\$ 8,925	\$ 176,949	\$ (3,100)	\$ 133,036	\$ 138,200	\$ 120,139	\$ 130,952
Insurance	\$ 41,250.00	\$ 41,620	\$ 1,975	\$ 39,275	\$ (80)	\$ 41,700	\$ 44,800	\$ 42,538	\$ 142,097
Lake Sediment Pond Expenses	\$ 5,000.00	\$ 5,000	\$ 1,512	\$ 3,488	\$ -	\$ 5,000	\$ 5,000	\$ 5,668	\$ 41,492
Lake Dredge Expenses	\$ 20,700.00	\$ 18,700	\$ (6,504)	\$ 27,204	\$ 500	\$ 18,200	\$ 39,100	\$ 7,966	\$ 80,910
Special Projects	\$ 22,500.00	\$ 22,500	\$ (697)	\$ 23,197	\$ (500)	\$ 23,000	\$ 67,000	\$ 31,988	\$ 35,989
Fundraisers	\$ -	\$ -	\$ (12,130)	\$ 12,130	\$ (7,500)	\$ 7,500	\$ 7,000	\$ 4,718	\$ 5,122
Contingency Fund	\$ -	\$ -	\$ -	\$ -	\$ (25,000)	\$ 25,000	\$ 25,000	\$ -	\$ 8,906
Contingency for potential rev. shortfalls	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto Inclusion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pavilion Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Banking Fees	\$ -	\$ -	\$ (1,865)	\$ 1,865	\$ (200)	\$ 200	\$ 1,000	\$ 1,717	\$ 3,575
Misc Expense	\$ -	\$ -	\$ (7,145)	\$ 7,145	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Penalties & Fines	\$ 3,367,787.35	\$ 3,273,177	\$ 129,087	\$ 3,238,700	\$ 277,809	\$ 2,995,368	\$ 2,988,673	\$ 2,893,749	\$ 2,824,097
Subtotal Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Designated Funds Transfers	\$ 535,000.00	\$ 559,000	\$ (265,000)	\$ 800,000	\$ (6,000)	\$ 565,000	\$ 511,500	\$ 402,000	\$ 407,270
R & R Fund Contribution	\$ 682,356.00	\$ 608,000	\$ 460,084	\$ 222,272	\$ 398,099	\$ 209,901	\$ 222,000	\$ 222,000	\$ 220,493
Capital Projects	\$ 4,585,143	\$ 4,440,177	\$ 395,205	\$ 4,189,938	\$ 669,908	\$ 3,770,269	\$ 3,722,173	\$ 3,517,749	\$ 3,455,022
Total Operating Fund Exp. & Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 4,585,143.34	\$ 4,579,136	\$ 395,205	\$ 4,189,938	\$ 808,036	\$ 3,771,100	\$ 3,724,698	\$ 3,717,041	\$ 3,651,329
Total Operating Fund Exp. & Transfers	\$ 4,585,143.35	\$ 4,440,177	\$ 395,205	\$ 4,189,938	\$ 669,908	\$ 3,770,269	\$ 3,722,173	\$ 3,517,749	\$ 3,455,022
Excess Revenues	\$ (0.01)	\$ 138,958	\$ 4,800	\$ (4,800)	\$ 138,127	\$ 831	\$ 2,525	\$ 199,292	\$ 196,308
Depreciation	\$ -	\$ -	\$ 658,341	\$ (658,341)	\$ -	\$ -	\$ -	\$ -	\$ (480,891)
Net Income	\$ (0.01)	\$ 138,958	\$ #REF!	\$ 293,437	\$ 138,127	\$ 831	\$ 2,525	\$ 199,292	\$ (284,584)
Less Asset Preservation Funds	\$ -	\$ -	\$ (293,437)	\$					



Memorandum

To: Board of Directors

Date: August 11, 2020

From: Budget Commission

Memo: 2020-58

Topic: publication of the 2021 R & R Budget

Issue: The Budget Commission has recommended the 2021 R & R Budget to the Board for approval. Per CICAA, the budget must be advertised for a minimum of 30 days prior to the Board adopting the budget. The 2021 R & R Budget will be published in the September issue of *The Apple Core*. The R & R Budget will then be adopted by the Board at the October 17, 2020 meeting.

Recommendation: To authorize staff to publish the 2021 R & R Budget, in the amount of \$535,000 in expenditures, in the September issue of *The Apple Core*.

Plan on a Page: High Performing Operations and Management -To operate at full efficiency and effectiveness for the benefit of the Association.

Apple Canyon Lake Property Owners Association Committee/Commission Motion Card

Budget

Committee/Commission

Date

I move:

The Commission recommends to the BOD the 2021 R+R Budget in Expenditures of \$ 535,000⁰⁰

Action Taken

MOTION MADE BY: <u>Ron Carpenter</u>	VOTE RECORDED:
MOTION SECONDED BY: <u>Marge Clark</u>	YEA: <u>7</u>
CHAIR: _____	NAY: <u>1</u>
	ABSTAIN: <u>0</u>

Date Received _____ Given to _____ Date Completed _____

2021 R&R Budget Requests

Lake	Streambank Stabilization Dry Dams Erosion Control Installation of Poles on Docks Rip Rap Lumber for Dock Repair	\$ 225,000
Cove		
Golf Course	Cart Path - phase 2 New Ladies Tee box hole #2 Greens Mower	\$ 100,000
Pro Shop	Indoor furnishings Walk-in Cooler	\$ 23,000
Pool	Filter Sand	\$ 15,000
Security	Security Cameras Phase 3	\$ 20,000
Maintenance	Zero Turn Rotary Cutter Firehouse - siding and roof	\$ 71,000
Vehicles	Security Squad Truck with Lift Gate	\$ 81,000
Property		
		\$ 535,000



Memorandum

To: Board of Directors

Date: August 11, 2020

From: Budget Commission

Memo: 2020-60

Topic: Publication of the 2021 Operating and Building Fee Schedules

Issue: The Budget Commission recommends the following changes to the 2021 Operating Fee Schedule

- Annual Assessment of \$1,100
- Trash Assessment of \$120 (includes second pass). Additional Trash Pass fee eliminated.
- ATV/UTV registration raised to \$30.
- Delinquent Dues Fee of \$125 to be assessed in March, April, and May

The cost to ACL to dispose of mattresses has increased to \$30 per mattress. This was not included in the Budget Commission's recommendation but needs consideration by the Board of Directors.

The Budget Commission did not recommend any changes to the 2021 Building Fee Schedule. Per CICAA, the budget must be advertised for a minimum of 30 days prior to the Board adopting the budget. The 2021 Operating and Building Fee Schedules will be published in the September issue of *The Apple Core*. The fee schedules will then be adopted by the Board at the October 17, 2020 meeting.

Recommendation: To authorize staff to publish the 2021 Operating Fee Schedule and the 2021 Building Fee Schedule in the September issue of *The Apple Core*.

Plan on a Page: High Performing Operations and Management -To operate at full efficiency and effectiveness for the benefit of the Association.

Apple Canyon Lake Property Owners Association Committee/Commission Motion Card

Budget

Committee/Commission

Date 8/10/20

I move:

Recommend to the BOD that the 2020 Fees schedule be renewed for 2021 with the following changes

WTV Stickers raised to 30

Annual trash passes to 120 includes a second pass

and Delinquent Dues Fee to be assessed in March, April and May of \$125 each.

Action Taken

MOTION MADE BY: Ron Carpenter	VOTE RECORDED:
MOTION SECONDED BY: Fern Thibbey	YEA: 6
CHAIR: STEPHEN BORST	NAY: 2
	ABSTAIN: 0

Date Received _____ Given to _____ Date Completed _____

2021 Operating Fee Schedule

ANNUAL FEE		DAILY RATE	
Annual Assessment (Due March 1)	\$ 1,100.00	Golf	Mon-Fri
Annual Trash Fee* (Due March 1)	\$ 120	Property Owner	Wknd/Hol
*required for all ACL homes, fee includes two passes (paper or decal)		Holes (9)	9
		Holes (18)	12
			17
Seasonal Amenity Licenses (Due March 1)		Non Property Owner	
Marina Boat Slip (\$200) & Boat Registration (\$5)	\$ 205	Holes (9)	12
Nixon Boat Slip (\$200) & Boat Registration (\$5)	\$ 205	Holes (18)	17
Zone Boat Slip (\$200) & Boat Registration (\$5)	\$ 205		16
			23
Seasonal Campsite (\$670)/Trash (\$75)/Camper (\$5)	\$ 750	Cart Rental	
Camper Winter Storage (Onsite)	\$ 135	Holes (9)	7
		Holes (18)	13
Golf Cart/ATV/UTV Storage Inside	\$ 125		9
Golf Cart Storage Outside	\$ 25	<i>Call ACL Pro Shop for tee times (815) 492-2477</i>	
Kayak Locker Rental	\$ 25		17
Registration Fees		Campground	Mon - Thurs
Owner Amenity Registration Fee (per owner)	\$ 100	RV Site (power and water)	Wknd/Hol
Golf Cart Registration	\$ 5	Property Owner	\$ 14
Motorized 1st Boat	\$ 5	Guest	\$ 28
Motorized 2nd Boat	\$ 5	Tent Site (primitive)	\$ 33
Non-Motorized Boat	\$ 5	Property Owner	\$ 9
Snowmobile	\$ 5	Guest	\$ 19
ATV/UTV	\$ 30	Extended Camping Fees Primitive/Full Hook Up per week	\$ 28
		PO 60	PO \$ 85
		Guest 125	Guest \$ 170
Annual Golf Season Passes		Washer/Dryer	\$ 1.25 (per load)
Property Owner (Individual)	\$ 200	<i>Call ACL Office for reservations (815) 492-2238</i>	
Junior (Age 10-16)	\$ 25	Marina Boat Slip Rentals	
Non Property Owner (Individual)	\$ 350	Daily	\$25
Corporate	\$ 2,000	Weekly	\$105
		Monthly	\$200
Classes		<i>Call ACL Office for reservations (815) 492-2238</i>	
Swimming Lessons (per person, two sessions)	\$ 35	Boat Rentals	Mon-Thurs
Swimming Lessons (per person, one session)	\$ 18		Mon-Thurs
Private Swimming Lesson (per person, per lesson)	\$ 25	Property Owner	Guest
		Pontoon 1/2 Day	100
		Pontoon Per Day	\$175
			175
			\$250
Miscellaneous	Each		Wknd/Hol
Auto Decals (5 free per OARF paid)	\$ 5		Property Owner & Guest
Amenity Tag (10 free per OARF paid)	\$ -	Pontoon 1/2 Day	\$230
One Additional One (1) Day Amenity Tag	\$ 3	Pontoon Per Day	\$325
One Additional Three (3) Day Amenity Tag	\$ 5		
One Additional Annual Amenity Tag	\$ 15	<i>Call ACL Office for reservations (815) 492-2238</i>	
Additional Trash Pass (limit 1 additional per trash fee)	\$ 10		
Replacement Trash Pass	\$ 30		
Directory	\$ 5		
Electronic Item Disposal	\$ 30		
Large Item Disposal	\$ 15		
Mattress Disposal	\$ 30		
Map	\$ 5		
Delinquent Dues Fee (Assessed March, April, May)	\$ 125		
Payment Plan Processing Fee	\$ 35		
Payment Plan Late Sign Up Fee	\$ 25		
Lot Mowing	\$ 80		
Pool Party	\$ 125		
	Monday - Thursday \$ 125		
	Friday - Sunday \$ 150		
Programs		Clubhouse Rental	
Heat Light Program Call SSD Office (815) 492-2436		Business Meetings	Number
Sub-License Boat Slip Program Call ACL Office (815) 492-2238		Mon - Thurs	PO Fee
		1-100	\$ 100
		101-250	\$ 200
		Parties/Open Houses	
		Sun-Thurs	1-75 \$ 100
			76-150 \$ 200
			151-250 \$ 400
		Fri-Sat	27395 \$ 125
			76-150 \$ 275
			151-250 \$ 450
		Weddings/Receptions	
		Fri-Sat	1-250 \$ 450
		ACL Club Fee: Non-ACL events, etc.	\$ 25
		ACL Employee (restrictions apply)	\$ 25
		<i>Deposit of equal amount required. For guests, add \$100 to above rate.</i>	
		<i>For reservations call (815) 492-2769</i>	

ALL MANDATORY FEES MUST BE PAID ON ALL LOTS OWNED PRIOR TO ANY REGISTRATIONS OR DISTRIBUTION OF PASSES, AMENITY TAGS, OR STICKERS, UNLESS PROPERTY OWNER IS ON THE ACLPOA PAYMENT PLAN.

ACLPOA 2021 Construction Fee Schedule

New Dwelling: Permit Fee/Inspection (Good for one (1) year)	\$1,000
Environmental Impact Fee (Non-Refundable): New dwelling only	\$1,000
Environmental/Debris Bond (Refundable)	\$500
Additions to Existing Dwelling: Permit fee	\$0.20/square foot
All Accessory Structures	\$0.20/square foot
General Permits: Per item	\$10
Driveways	
Shoreline Construction	
Demolitions	
Landscaping: Any earthwork or lot grading whether performed as a single project or as a series projects on an existing developed lot	
Roofing	
Boat Docks	
Small Misc Permits/Projects	
GIS: Full Site	\$325

Building code regulations may be obtained from the Building & Environmental Code Book
or on the website www.applecanyonlake.org



Memorandum

To: Board of Directors

Date: August 3, 2020

From: Rules & Regulations Commission

Memo: 2020-50

Topic: Ice Fishing Rules & Regulations – 1st Reading

Issue: The Rules & Regulations Commission has reviewed the Ice Fishing section of Rules & Regulations. The commission recommended one minor change.

Recommendation: No motion required at this meeting. For presentation & discussion only.

Plan on a Page: High Performing Operations and Management -To operate at full efficiency and effectiveness for the benefit of the Association.

IX ICE FISHING

Preamble: All rules of the Illinois Department of Natural Resources apply at ACL and will be enforced by ACL Security.

Ice fishing is for property owners and their guests or occupants with an amenity tag pass.

Apple Canyon Lake Property Owners Association assumes no responsibility for the safety of individuals on the lake.

A. General

1. No licensed vehicles such as trucks, automobiles, etc. are permitted on the frozen lake.
2. The Association provides no information regarding the thickness of the ice.
3. Violations of Illinois Department of Natural Resources regulations are prohibited.

B. Shelters

1. Shelters must clearly display the following information in 3" high letters:
 - a. Owner's name
 - b. ID Numbers as issued by the Association
 - c. Phone number
2. Shelter used after dark must have highly visible reflectors on all sides.
3. All shelters must be removed from the ice daily.



Memorandum

To: Board of Directors

Date: August 3, 2020

From: Rules & Regulations Commission

Memo: 2020-49

Topic: Tennis Court Rules & Regulations – 1st Reading

Issue: The Rules & Regulations Commission has reviewed the Tennis Court section of Rules & Regulations. The only change recommended by the commission is to change the name from Tennis Court to Sport Complex. The rules posted at the facility and referenced in the Rules & Regulations are included in the Board packet.

Recommendation: No motion required at this meeting. For presentation & discussion only.

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XV ~~TENNIS COURT~~ SPORTS COMPLEX

A. General

1. Observe all rules posted at the tennis courts.

COURT RULES

HOURS FROM 7 AM TO DUSK

Use courts at own risk.

Consult your physician before starting any exercise.

Court for residents and their guests only.
Children under 12 must be accompanied by an adult.

No pets, smoking, food, glass, alcoholic beverages,
or amplified sound allowed.

No bicycles, roller blades, Or skate boards.

Do not hang on rim or nets.

If nets or poles need to be adjusted,
please call the security office. 815-492-2436.

RESERVING COURTS

Members may reserve a specific court time
on the reservation board.

Erase your name after you have finished your game.

Reservations will be forfeited if players do not
arrive within ten minutes after their reserved time.

COURT TIME LIMITS

One hour when others are waiting

Exception: Tennis doubles: one and one-half hours
when others are waiting.



Memorandum

To: Board of Directors

Date: August 3, 2020

From: Rules & Regulations Commission

Memo: 2020-51

Topic: New Home Construction & Construction Checklist – 1st Reading

Issue: The Rules & Regulations Commission has reviewed the New Home Construction & Construction Checklist section. Their recommendation is this section be removed from the Rules & Regulations. Any members with building inquiries are directed to the ACL Building & Environmental Code & Building Department. There is no reason for this information be duplicated in the Rules & Regulations.

Recommendation: No motion required at this meeting. For presentation & discussion only.

Plan on a Page: High Performing Operations and Management -To operate at full efficiency and effectiveness for the benefit of the Association.

XXII. NEW HOME CONSTRUCTION & CONSTRUCTION CHECKLIST

1. Show proof of ownership of lot at ACL. (Provide a copy of the deed to the ACL Association Office).
2. Must have lot line located and flagged by an Illinois licensed land surveyor.
 - a. The 100-foot lake set-back must be flagged on all lots that are within 100 feet from the lake. (This measurement is a 100-foot horizontal distance at the 800-foot pool elevation of ACL.)
3. Property Owners must meet Jo Daviess County Health Department septic requirements. (Contact info below.)
4. Property Owner must obtain Jo Daviess County building permit:

First Step—Septic System Permit:	Jo Daviess County Health Department 9483 US Route 20 West Galena, IL 61036	Phone 815-777-0283
Second Step—Building Permit:	Jo Daviess County Building & Zoning 1 Commercial Dr., Suite 3 Hanover, IL 61028	Phone 815-541-2337

5. Items needed for Apple Canyon Lake Permit:
 - a. Jo Daviess County Septic and Building permits.
 - b. Plot plan showing topographical locations of all buildings, septic design, driveways, propane tanks, satellite antennas, water and electric service lines. Must show ACL set back lines which are 27' front setback, 10' sides and rear setbacks and 100' lake set back. (All building set back include overhangs.)
 - c. Three complete sets of 1/4" scale architectural drawings including foundation plans, floor plans, elevations, cross sections and electrical floor plans.
6. Specific Apple Canyon Lake building requirements are listed in the Apple Canyon Lake Building and Environmental Code Book which is available at the ACL Association Office or online and must be reviewed during the planning process of your house.
7. A spotted survey must be submitted for approval showing the exact location of house foundation on the lot. This survey must be submitted by a land surveyor after the foundation is complete and approved by the AECC before any more work can commence on the house.
8. Any questions regarding the permit procedure or ACL requirements can be directed to the Building Inspector. by email at buildinginspector@applecanyonlake.org, or by calling 815-492-0900."

12.11



Memorandum

To: ACL Board

Date: August 7, 2020

From: Shaun Nordlie

Memo #: 2020-55

Topic: Apple Canyon Lake Building and Environmental Code

Issue & Analysis: Several typographical issues have been found in the Apple Canyon Lake Building and Environmental Code. The issues are minor and do not affect the substance or enforcement of the Code.

113 Allowable Grass Height: The Jo Daviess Property Maintenance Code referenced by the ACL Code does not include a maximum permissible grass and weed growth height for lots with Structures. General usage at ACL sets a 10" maximum height of mowable vegetation such as grasses and weeds.

117.1 Patio setback compliance: ACL Code Part 110.4 specifically describes setback requirements. The reference to 110.4 is not included in the text but is applicable. Also, the word "be" was left out.

123.6 Water Facility: This item is a word for word duplication of Code 110.8. So, item 123.6 may be completely deleted without loss of regulatory effect.

123 There is a lower case "s" in the section title that should be capitalized. Change PIERS to PIERS

126.2 A. This item regulates the presence of the silt fence. The word "final" is needed to set the time for silt fence removal.

126.2 B. Bare soil should be covered with mulch if cold weather or rains prevent seeding. The alternatives were not included.

126. C. There is a typographical error: "Immediately". As currently worded, the timing for seeding the disturbed ground does not reflect good practice.

126. F. There is a typographical error: "The sections are not numbered 1, 2, 3."

The AECC has reviewed these corrections and unanimously recommend their adoption.

To have the ACLPOA Board of Directors approve the following changes: As approved by the AECC July 11, 2020 Agenda Item 5.8 and August 1, 2020 Agenda Item 5.1, , to permit the revision of the published ACL Building and Environmental Code, change, add or strike out the highlighted text to:

113 **EXTERIOR MAINTENANCE (IPMC301)**

- A. Property Owners shall maintain their property in accordance with International Property Maintenance Code (Jo Daviess County Illinois adopted as amended) - Chapter 3. **For lots with Structures, mowable plant growth shall not exceed 10".**

117.1 **PATIOS**

A patio is an exterior, land-based floor system, constructed of concrete, stone or brick pavers. Patios smaller than 64 square feet are exempt from permitting, unless the horizontal surface is more than 24 inches above grade at any point. Patios must comply with the building setbacks (see 110.3 BUILDING LINES **and 110.4 LOCATION ON LOT**) and must **be** approved in writing by the AECC prior to construction. Driveways are excluded from patios.

To permit the deletion of 123.6 Water Facilities which duplicates 110.8 Water Facilities

~~123.6 WATER FACILITY~~

~~No Water Facility may be built or maintained on any Lot without the prior written approval of the AECC. In its discretion the AECC may approve, prohibit or limit the construction or maintenance or location of any Water Facility and the use thereof. Each Owner shall be responsible for keeping any Water Facility located on his or her Lot in good condition and repair. Any Water Facility that is not maintained in good condition and repair shall be removed from The Properties by the Owner, at the Owner's sole expense, following written notice from the AECC.~~

123 **PIERS, DECKS, BOAT LIFTS, SHORELINE CONSTRUCTION (L-100)**

- 126.2 A The silt fence must be maintained until the property has been **final** seeded and restored to prevent erosion and encroachment on adjoining properties.
- 126.2 B. All excavated soil must be rough graded and **covered with a suitable mulch of hay or straw or** reseeded with perennial rye grass.
- 126.2 C. ~~Immediately~~ **Immediately after** the backfilling of the foundation and septic system, ~~seeding and~~ a suitable mulch of hay or straw is to be spread over the exposed soil area to aid in erosion control before seed germination.
- 126.2 F. The contractor has ninety (90) days from the time of groundbreaking to restore the **final** ground cover. If the final ground cover cannot be completed within the ninety (90) day period, a temporary ground cover must be applied in accordance with items **one, two and three** **A, B and C** above.

Recognizing that The Secondary Governing Documents can be changed at any time, these changes go into effect immediately upon approval by the ACLPOA Board of Directors. These changes will be posted on the ACLPOA Governing Documentation web page as they are made, will be available upon request at the Association office and will be added to the following year's printed publication.

Recommendation: No motion required at this meeting. For presentation & discussion only

*Plan on a Page: High Performing Operations and Management
Long Range Goals and Measures – Assure the knowledge and understanding of roles,
responsibilities and governing documents by the Board of Directors*

113 EXTERIOR MAINTENANCE (IPMC301)

A. Property Owners shall maintain their property in accordance with International Property Maintenance Code (Jo Daviess County Illinois adopted as amended) - Chapter 3. **For lots with Structures, mowable plant growth shall not exceed 10”.**

117.1 PATIOS

A patio is an exterior, land-based floor system, constructed of concrete, stone or brick pavers. Patios smaller than 64 square feet are exempt from permitting, unless the horizontal surface is more than 24 inches above grade at any point. Patios must comply with the building setbacks (see 110.3 BUILDING LINES and 110.4 LOCATION ON LOT) and must be approved in writing by the AECC prior to construction. Driveways are excluded from patios.

~~123.6 WATER FACILITY~~

~~No Water Facility may be built or maintained on any Lot without the prior written approval of the AECC. In its discretion the AECC may approve, prohibit or limit the construction or maintenance or location of any Water Facility and the use thereof. Each Owner shall be responsible for keeping any Water Facility located on his or her Lot in good condition and repair. Any Water Facility that is not maintained in good condition and repair shall be removed from The Properties by the Owner, at the Owner's sole expense, following written notice from the AECC.~~

E. For the purposes of this Code, solar panel arrays are considered to be a structure.

122 TEMPORARY STRUCTURES

A. As described in 110.9 of the Building Code, no trailer, vehicle, basement of an incomplete building, tent, shack, accessory building, garage, or temporary building or structure of any kind may be used at any time as a Dwelling, either temporary or permanent.

B. A permitted temporary trailer, buildings or structures used during any construction, including repair, remodeling or renovation on any Lot, shall be on the same Lot where the construction is being performed, unless the prior written approval of another location is granted by the AECC.

C. All temporary structures shall be removed upon completion of construction.

123 PIERS, DECKS, BOAT LIFTS, SHORELINE CONSTRUCTION (L-100)

123.1 PIER

A pier is a floor system over the water to allow access to a boat. A pier may not extend past the shoreline in excess of twenty-four (24) feet or be wider than five (5) feet. It may include up to one (1) storage box, not to exceed 6' L x 4'W x 2'6"H, be of a natural or an AECC approved material, in an earth tone color. Piers shall have a minimum of 8 square inches of reflective material, visible from any direction on the lake. The pier shall be identified with the owner's lot numbers. A pier may extend past the shoreline in excess of twenty-four (24) feet for reasons of shallow lake depth with written AECC approval.

permit. Seeding and planting activities that do not alter the existing ground contours are exempt.

E. Use of creosote treated material is prohibited at Apple Canyon Lake. Existing structures containing creosote will be allowed to remain. When being replaced, a permit is required and an AECC approved alternate material must be used.

126.2 EROSION SEDIMENT CONTROL PROCEDURES

- A. Before commencing construction, a silt fence (per ACL detail) must be placed along the lot lines or as noted on the approved plans. The silt fence must be maintained until the property has been **final** seeded and restored to prevent erosion and encroachment on adjoining properties.
- B. Leave the soil bare for the shortest time possible. All excavated soil must be rough graded and **covered with a suitable mulch of hay or straw or** reseeded with perennial rye grass. This is to control erosion until final grading and landscaping.
- C. ~~Immediately~~ After the backfilling of the foundation and septic system, seeding and a suitable mulch of hay or straw is to be spread over the exposed soil area to aid in erosion control before seed germination. Mulch shall be a minimum of one (1") to three inches (3") in depth. The Property Owner is responsible for having the mulch installed.
- D. All boardwalks and steps on slopes are to be of serpentine design and disturbed ground must be seeded and mulched immediately to minimize erosion. Expedient restoration of any

disturbed slope by heavy planting of vegetative cover or mulch is required.

- E. Property Owners' gardens must be mulched when out of growing season.
- F. The contractor has ninety (90) days from the time of groundbreaking to restore the final ground cover. If the final ground cover cannot be completed within the ninety (90) day period, a temporary ground cover must be applied in accordance with items ~~one, two and three~~ A, B, and C above. Failure to comply with the above may result in forfeiture of the environmental debris bond.

Apple Canyon Lake Property Owners Association Committee Motion Card

Committee: AECC

Date: July 11, 2020

Agenda Item: 5.8

I Move:

Regarding the ACL Building and Environmental Code:

To correct typographical errors in the published Code on pages 56, 60 and 61 as indicated on the attached sheets.

Action Taken

MOTION MADE BY: <u>Barb Hendren</u>	VOTE RECORDED:
MOTION SECONDED BY: <u>Steve Tribbey</u>	YEA: _____
CHAIR: <u>Cindy Zophy</u>	NAY: _____
	ABSTAIN: _____

Apple Canyon Lake Property Owners Association Committee Motion Card

Committee: AECC

Date: August 1, 2020

Agenda Item: 5.1

I Move:

Regarding ACL Building and Environmental Code

As per the attached AECC August 1, 2020 Agenda Item 5.1, to permit the revision of the published ACL Building and Environmental Code, adding the text to:

113 "For lots with Structures, mowable plant growth shall not exceed 10"."

117.1 "and 110.4 LOCATION ON LOT) and must be"

To permit the deletion of 123.6 Water Facilities which duplicates 110.8.

Action Taken

MOTION MADE BY: <u>MELM</u> <u>MM</u>	VOTE RECORDED:
MOTION SECONDED BY: <u>Don Adams</u> <u>TO</u>	YEA: <u>9</u>
CHAIR: <u>Candice Lopez</u>	NAY: <u>0</u>
	ABSTAIN: <u>0</u>

12.12 +
12.13



Memorandum

To: ACL Board

Date: August 7, 2020

From: Shaun Nordlie

Memo #: 2020-56

Topic: Amended and Restated Declaration of Covenants and Restrictions and Amended and Restated Bylaws– 1st Reading

Issue & Analysis: The Legal Commission has been reviewing The Amended and Restated Declaration of Covenants and Restrictions and the Amended and Restated Bylaws for almost six years. During this time, the Commission has worked closely with ACL Legal Counsel, the Architecture and Environmental Control Committee, other commissions, management and Members with these changes.

- Some of the key changes being considered are:
- Add and clarify many of the definitions used in not only in the Declaration and Bylaws, but also in many of our other governing documents and rules.
 - Add an Energy Policy Statement pertaining mostly to the use of solar energy systems.
 - In case of conflicting statements, redefine and confirm which governing documents take precedence over others.
 - Update the listing of Reserved Properties.
 - Clarify acceptable home occupation, animal and nuisance policy.
 - Clarify policies for leasing properties.
 - Clarify the status of Owners, Members, Voting Members, Recreational Use Holder, and Spouses for both properties owned by individuals and legal entities.
 - Clarify the proper procedures for non-payment of assessments and when liens can be filed against a lot.
 - Clarify procedures to notify the Board and Members of Special Board Meetings, Board Meetings for discussing the budget and regular Board Meetings.
 - Eliminate the granting of Restricted Lots while maintaining those that have been previously restricted.
 - Added Preamble and Recitals sections to Bylaws.
 - Clarify other legal issues considered necessary by our lawyers.

Both of these documents have been through a final reviewed by Legal Counsel, Keay and Costello.

Recommendation: No motion required at this meeting. For presentation & discussion only

*Plan on a Page: High Performing Operations and Management
Long Range Goals and Measures – Assure the knowledge and understanding of roles,
responsibilities and governing documents by the Board of Directors*

AMENDED AND RESTATED DECLARATION TO CONFORM TO THE
COMMON INTEREST COMMUNITY OF COVENANTS AND
RESTRICTIONS FOR APPLE CANYON LAKE PROPERTY OWNERS'
ASSOCIATION ACT

2019 Version

PREAMBLE

This document (hereafter referred to as the "Amended Declaration") instrument is recorded for the purpose of amending and restating the Amended and Restated Covenants & Restrictions, recorded on November 6, 2008, with an effective date of November 6, 2011, (hereafter referred to as the "Restated Declaration"), ~~replacing, in its entirety, the Apple Canyon Lake Property Owners' Association Amended Declaration to Conform to as the "Restated Declaration";~~

~~This Amended Declaration is adopted pursuant to Section 1-60(a) of the Common Interest - Community Association Act (CICAA) (765 ILCA 160/160) which states: "(a) If a provision hereinafter referred to as the "2017 Declaration"), recorded on September 21, 2017 as Document No. 395980 in the Office of the community instruments does not conform to this Act or to another applicable law because of an error, omission, or inconsistency in the community instruments of the association, the association may correct the error, omission, or inconsistency to conform the community instruments to this Act or to another applicable law by an amendment adopted by vote of two-thirds of the board of directors, without a membership vote."~~ Recorder of Deeds, Jo Daviess County, Illinois.

This Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association is adopted pursuant to the provisions of Article IX, Section 1 of the 2017 Declaration. This Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association, the text of which is set forth below, shall become effective following its approval by the affirmative vote of two-thirds (2/3) of the Voting Members eligible to vote in person or by Written Ballot at a meeting of the Association duly called for the purpose of changing the 2017 Declaration, provided that notice of such meeting

shall be sent to all Voting Members at least thirty (30) days in advance, and upon its recording in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.

This Amended Declaration and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association, as adopted, shall be included among Apple Canyon Lake Property

Owners' Association Governing Documents, as amended from time to time, sometimes described as "Community Instruments," which shall be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control:

1. CICAA

1. Illinois Common Interest Community Association Act ("CICAA") (765 ILCS 160/1-1 et. seq.)

2. Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.)

2. 3. Articles of Incorporation

3. 4. Declaration Covenants & Restrictions

4. 5. Bylaws

5. Rules 6. ACL Building and Regulations—Environmental Code

6. 7. Board Approved Policies

8. Rules and Regulations

7. 9. Board Approved Committee/Commission Operations and Procedures

RECITALS

WHEREAS, the Amended Declaration truly and accurately reflects the intent of the Restated Declaration, together with the changes contained in the Amended Declaration as revised by the Board of Directors pursuant to Section 160(a) of the Common Interest Community Association Act, and

~~WHEREAS, the Amended~~ WHEREAS, the Apple Canyon Lake Property Owners' Association (hereinafter referred to as the "Association"), through its Board of Directors, administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as "The Properties", as further defined in Article I, Section 1(aa));

WHEREAS, the 2017 Declaration was recorded on September 21, 2017 as Document No. 395980 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois;

~~Declaration~~ supersedes all previous covenants and restrictions governing the Lots and Dwellings covered by this Amended Declaration; and

WHEREAS, the Board ~~desires to record a certified copy and the Owners of a resolution adopted by the Board certifying that this amendment of the~~ the Association desire to amend and restate the 2017 Declaration, replacing it, in its entirety, with this Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association;

WHEREAS, this Amended and Restated Declaration ~~has~~ of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association is adopted pursuant to Article IX, Section 1 of the 2017 Declaration, having been approved by the ~~Board of~~ affirmative vote of two-thirds (2/3) of the Voting Members eligible to vote in person or by Written Ballot at a meeting of the Association duly called for the purpose of changing the 2017 Declaration, following notice of such meeting sent to all Voting Members at least thirty (30) days in advance thereof; and Directors in order to memorialize the Board's action.

WHEREAS, this Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association shall become effective upon recordation in the Offices of the Recorder of Deeds of Jo Daviess County, Illinois.

NOW, THEREFORE ~~in furtherance of the foregoing recitals, the attached Amended~~ 2017 Declaration is ~~being recorded for the above stated purposes.~~ hereby amended and restated as follows:

ARTICLE I DEFINITIONS

Section 1. The following words when used in this ~~Amended~~ Declaration or any Supplementary Declaration (unless the context shall prohibit) shall have the following meanings:

~~“Amended Declaration”~~

~~a. a. “ACL Building Code” shall mean the Amended Declaration of Covenants and Restrictions for refer to the Apple Canyon Lake Property Owners’ Association Building & Environmental Code, as set forth herein.—amended from time to time.~~

~~b. b. “Association” shall mean and refer to the Apple Canyon Lake Property Owners’ Association, a nonprofitnot-for-profit corporation organized and existing under the laws of Illinois, its successors and assigns.~~

~~c. c. “Board” or “Board of Directors” shall mean those persons elected to manage the affairs of the Association in accordance with CICAA, the Amendedthis Declaration, the Articles of Incorporation and the Bylaws of the Association.~~

~~d. d. “Building Height” shall mean the vertical distance measured from the top of the foundation to the highest point of the roof at the front elevationridge roof line as viewed from the street.~~

~~e. e. “Building Line” shall mean a line on a lot that is delineated in the recorded plat of subdivision which denotes the required depth of a front, side, or rear yard.~~

~~f. f. “Bylaws” shall mean the bylaws duly adopted by the Apple Canyon Lake Property Owners’ Association Amended and Restated Bylaws recorded on November 21, 2017 as document number 396754 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois, and as amended from time to time, and in effect at the time when any action or conduct of a Memberan Owner or the Board is taken.~~

~~g. g. “CICAA” shall mean the Common Interest Community Association Act (765 ILCS 160)1 et. seq.) as hereafter amended or supplemented under applicable Illinois law.~~

~~h. h. “Common Properties” shall mean and refer to: those areas of land shown on any recorded subdivision plat of theThe Properties as “Tract” followed by an alphabetical designation (By way of Example, “Tract A, Tract B, Tract C, Tract D and Tract E in Winchester Unit of Branigar’s Apple Canyon Lake Subdivision according to the plat thereof recorded June 10, 1969, as Document Number 117932 in the Office of the County Recorder.), or by the designation “Open Space” or “Greenway” or other similar term intended to designate a parcel of real estate as devoted to the common use and enjoyment of the owners of theLots and Dwellings within The Properties; the lands within and beneath Apple Canyon Lake to the lot lines abutting thereon; and the lake dam conveyed to the Association.~~

- i. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association, as amended from time to time.
- † "Driveway" shall mean the surface area by which vehicles regularly enter and exit any Lot, whether paved or not. (See Article III, Section 6.)
- ‡ "Dwelling" shall mean any building located on any Lot or an individual living unit in a Multifamily Structure intended for the shelter and housing of a single family.
- § "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.
- ¶ "Emergency" shall mean a danger to or a compromise of the structural integrity of the ~~common areas~~ Common Properties or any of the common facilities of the Association. "Emergency" also includes a danger to life, health or safety.
- ‡ "Garage" shall mean a Structure, either attached to a Dwelling or constructed as a separate Structure, designed and constructed for the primary purpose of storing motor vehicles, boats, or other items of personal property under the provisions belonging to the Owner or Occupant of the Dwelling. ~~No Living Area shall be constructed or maintained in any Garage unless the prior written approval of the Architectural and Environmental Control Committee (AECC) has been obtained. (See Article III, Section 1.)~~
- § "Ground Floor Area" shall mean the ~~living area~~ Living Space in that story of the Dwelling which is the first story entirely above the established building grade at the building front.
- ¶ "Legal Entity" shall mean any being that has a legally recognized individual identity, other than a Natural Person, including, without limitation, a partnership, corporation, trust, limited liability company, or any other such being recognized at law.
- ‡ "Living AreaSpace" shall mean ~~that portion of heated enclosed space within a Dwelling which is enclosed and customarily usedutilized for dwellingliving, sleeping, eating, cooking, bathing, washing and sanitation purposes but shall~~ Living Space does not include open porches, open terraces, breezeways, garages, three-season rooms, attics, decks, patios, crawl spaces, attached garages (unless approved in writing by the AECC), carports or Dwelling Accessory Buildings. breezeways, etc.
- ¶ "Lot," also known as Unit, shall mean any numbered parcel of land, ~~including or any separately identified~~ condominium unitsunit, in any subdivision as shown on any

Declaration ~~plat of The Properties~~ recorded under the provisions of Article II hereof, but not including any of the Common Properties or the Reserved Properties.

- s. "Lot Area" shall mean the area of a horizontal plane bounded by the vertical planes through front, side, and rear ~~lot lines~~ Lot Lines.
- t. "Lot Line" shall mean any legal boundary of a lot ~~Lot as shown on a plat of survey prepared by a licensed surveyor.~~
- u. "Member" shall mean and refer to all those Natural Persons who are defined as ~~Members~~ Owners of Lots in the Association or, if the Lots are owned by Legal Entities, the Natural Persons designated by the Legal Entities to function as the Members for the purpose of these Governing Documents as provided in Article IV, Section 1.
- v. "Multifamily Structure" shall mean and refer to any building containing two (2) or more Dwellings under one roof.
- w. "Natural Person" shall mean any human being ~~over the who is age of eighteen (18) or older~~ who has the legal capacity to ~~be the grantee of a deed conveying legal or equitable hold title to a Lot or Dwelling in the Association.~~
- x. "Occupant" shall mean any person authorized by the Owner to occupy a Dwelling for any period of time, whether with the Owner or alone, or whether as a guest of the Owner or as a tenant. Occupants shall be bound by all of the obligations of ~~the Amended this~~ Declaration, the Bylaws, and all Rules and Regulations adopted by the Association. ~~Upon reasonable request, Occupants shall be required to identify themselves to employees or agents of the Association, and to identify the Dwelling they are occupying and the identity of the Owner.~~
- y. "Owner" shall mean the ~~person~~ Natural Persons or persons ~~Legal Entities~~ whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of any Lot or Dwelling situated in The Properties who has all of the power, control and incidents of ownership as would an owner of fee simple title; provided, however, that no Lot or Dwelling shall be owned by more than three Natural Persons, except that a married couple shall be deemed to be one Natural Person; and no Lot or Dwelling may be owned by more than one Legal Entity. ~~a Lot.~~ Notwithstanding any applicable theory of mortgage, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. ~~(See Article IV.)~~ An Owner may also be referred to as a Member, except in situations in which a matter of legal title to the Lot are involved or at issue. (See Article IV, Section 1)
- z. "Parkway" shall mean the unimproved strip of land between a ~~lot line~~ Lot Line and the improved portion of the street right-of-way.

~~z.~~ aa. "The Properties" shall mean and refer to such existing properties which were subject to the Original Declaration of Covenants and Restrictions dated April 22, 1969, and recorded as Document No. 117532, Miscellaneous Book 4, Pages 427 – 442 in the Office of the Recorder of Deeds of Jo Daviess County, Illinois and the additional property described in the Supplementary Declarations listed on Exhibit A attached hereto; and any additions thereto as are added under the provisions of Article II hereof.

bb. "Recreational Vehicle" shall mean and refer to a motor vehicle or Trailer equipped with living space and amenities typically found in a residential living unit including, but not limited to, a motor home.

~~aa.~~ cc. "Reserved Properties" shall mean any real property owned or acquired by the Association which is used in furtherance of the Association's purposes and objectives, but which is not subject to the restrictions imposed by ~~the Amended~~this Declaration, and which shall be put to those uses deemed to be in the Association's best interests. (See Article II, Section 3.)

~~bb.~~ "Single Family" shall mean ~~one or more persons each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with their domestic servants, maintaining a common household in a Dwelling.~~

~~ee.~~ dd. "Structure" shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

~~dd.~~ ee. "Supplementary Declaration" shall mean any change, revision or amendment to ~~the Amended~~this Declaration approved by a vote of the Voting Members as provided in Article II.

ff. "Trailer" shall mean and refer to a transport vehicle designed to be towed by a motorized vehicle.

~~ee.~~ gg. "Voting Member" shall mean the Natural Person designated ~~by from among the Owner or Owners of any Lot or Dwelling, including Lots owned by a Legal Entities, by the Owners of that Lot~~ as the one person to whom the Association shall send its notices and invoices, and the one person who has the power to vote on all matters requiring a vote under ~~the Amended Declaration or any Supplementary~~this Declaration, unless ~~the context shall prohibit otherwise provided herein.~~ (See Article IV, Section 2.)

ff. hh. "Water Facility" shall mean any pier, dock, boat ramp, or related facility. A boat house shall not be a "Water Facility" and shall be deemed to be a Dwelling Accessory Building.

~~gg. ii.~~ ii. "Written Ballot" shall mean a written document which clearly indicates the vote of a Voting Member being cast on any issue on which a vote of the Voting Members of the Association is taken. ~~As further provided in the Bylaws, a~~ Written Ballot may be cast by a Voting Member either in person at the meeting called for such vote or by mail or by any other means of delivery, provided that such Written Ballot must be delivered to the offices of the Association prior to the commencement of the meeting called for such vote.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, AND MERGERS

Section 1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this ~~Amended~~ Declaration is located in Jo Daviess County, Illinois, and is more particularly described in Exhibit A attached hereto.

Section 2. Other Additions. Upon approval in writing of the Association pursuant to a vote of its Voting Members, the ~~Owner~~ owner of any property who desires to add it to the scheme of this ~~Amended~~ Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration ~~of Covenants and Restrictions~~; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 3. Reserved Properties. The Association owns various parcels of land which were conveyed to it by the Developer or which were subsequently acquired by the Association, a complete description of which is set forth in Exhibit B attached hereto, which are not subject to the Amended Declaration, and which are defined as Reserved Properties. The Association may, by a vote of at least two-thirds (2/3) of the directors on the Board, acquire additional Reserved Properties when deemed to be in the best interests of the Association, ~~and upon any such acquisition Exhibit B attached hereto will be amended to include such additional Reserved Properties.~~ Any or all of the Reserved Properties may be added to the scheme of ~~the Amended~~ this Declaration upon approval in writing of the Association pursuant to a vote of the Voting Members and by the recording of a Supplementary Declaration ~~of Covenants and Restrictions~~; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting ~~in person or~~ by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.

~~The five-acre parcel of land on which the marine service center is located and the eighty-acre parcel of land south of the dam, the legal descriptions of which are identified in Items 1 and 2 on~~

Exhibit B attached hereto, were purportedly made subject to the original Declaration by virtue of the recording of Supplementary Declarations covering those parcels. The attempt to add those parcels to the Properties was likely ineffective because the vote of the members of the Association required to add additional property was neither sought nor obtained. Those aforementioned parcels are owned by the Association as Reserved Properties, and they are not subject to the Declaration or to this Amended Declaration.

Section 4. Mergers. In the event of a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this ~~Amended~~ Declaration within ~~the~~The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall ~~effect~~affect any revocation, change or addition to the covenants established by this ~~Amended~~ Declaration within ~~the~~The Properties except as hereinafter provided.

ARTICLE III GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. Any Lot which is designated on the Declaration or any Supplementary Declaration listed on Exhibit A with a numeral (without prefix) is intended as a Lot and shall be used for single family residence purposes only. No Structure, except as specifically authorized elsewhere in this Amended Declaration, shall be erected, re-erected or maintained on any Lot, except one Dwelling designed for occupancy by a Single Family, a private Garage containing no more than nine hundred (900) square feet for the sole use of the Owners or Occupants of the Dwelling, Dwelling Accessory Buildings as permitted and Water Facilities for the sole use of the Owners or Occupants of the Dwelling. If approved in writing by the Architectural and Environmental Control Committee (AECC), a Garage may have a Living Area in connection therewith for the sole use of the Owner or Occupant, but any such Living Area

- (a) Any Lot which is designated in any of the documents identified on Exhibit A attached hereto shall be governed by this Article III.
- (b) All additions, alterations and improvements to Lots are subject to the ACL Building Code and prior approval in writing by the Architectural and Environmental Control Committee (AECC).
- (c) No Structure, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained on any Lot, except one (1) Dwelling designed for occupancy by a single family, which may include an attached Garage as well as one (1) detached Garage, Dwelling Accessory Buildings (as permitted), and Water Facilities, all for the sole use of the Owners and Occupants of the Dwelling.

- (d) Not more than thirty percent (30%) of the area of a Lot may be occupied by buildings and Structures, including but not limited to Dwellings, Dwelling Accessory Buildings, Garages and impervious surfaces.
- (e) No Living Space shall be constructed or maintained in any Garage unless the prior written approval of the AECC has been obtained. If approved in writing by the AECC, a Garage may have a Living Space in connection therewith for the sole use of the Owner or Occupant, but any such Living Space shall not be rented separately from the rental of the Dwelling.
- (f) No Structure, Garage, Water Facility or other Dwelling Accessory Building shall be erected prior to construction of a Dwelling—, except for shoreline stabilization or watershed projects as prior approved by the AECC.
- (g) No Dwelling, Dwelling Accessory Building or Structure may be erected except in such manner and location as hereinafter provided or as approved in writing by the Association: AECC.
- (h) No items, including but not limited to, equipment, boats, Trailers, campers, Recreational Vehicles, building materials, firewood or any other similar items may be temporarily or permanently stored on a vacant Lot.

Section 2. Quality of All Structures. It is the intention and purpose of this ~~Amended~~ Declaration to insure that all Dwellings, Dwelling Accessory Buildings and Garages shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and the other structures within the immediate area and throughout the Properties. ~~Therefore, prior written approval shall be obtained from the AECC with respect to all matters stated in this Amended Declaration as requiring such approval. All Dwellings and Dwelling Accessory Buildings and Garages shall be constructed in accordance with applicable governmental building codes and with such more restrictive standards or building codes as may be required by the AECC or the Board.~~ The Properties.

Section 3. Building Height. No Dwelling shall be erected, altered or placed upon any Lot which has a Building Height of more than thirty (30) feet. ~~No detached Dwelling Accessory Building, Garage or other Structure shall exceed seventeen (17) feet in height, unless a greater height is approved in writing by the AECC; five (5) feet. .~~

Section 4. Materials to Be Used and Size of Dwellings. The ground floor area of any Dwelling shall be not less than one thousand (1,000) square feet, ~~and all Dwellings shall contain a minimum of fourteen hundred (1,400) square feet in total Living Area, unless otherwise approved by the AECC. Building exteriors must be made of concrete, masonry, vinyl, brick, frame, log construction, or such other building materials as may be approved by the AECC. All exteriors must be painted, stained or finished. All exteriors must be in colors that are compatible and harmonious with the natural setting and other buildings within the immediate area, as determined by the AECC. The exterior portion of any Structure must be completed within one year from date of commencement of said construction.~~

Section 5. Location on the Lot. ~~On and after the effective date of the Restated Declaration, effective November 6, 2011, every~~ Every Dwelling, Dwelling Accessory Building or, Garage, or other Structure, ~~including any constructed or re-constructed after November 6, 2011 shall be set back, measuring from the roof overhang, shall be a minimum of ten (10) feet from the rear and side property lines and twenty-seven (27) feet from the front Lot Line. For corner lots this twenty-seven (27) foot set back shall be applicable to all sides of the Lot which property line. If there is no roof overhang, measuring is from the exterior face of the street right of way. Roof overhangs of Dwellings, Dwelling Accessory Buildings or Garages and decks attached thereto must be at least ten (10) feet inside any side or rear Lot Line. foundation to the lot lines.~~ All Dwellings, Dwelling Accessory Buildings, Garages, attached decks and sanitary systems constructed on any Lot must be not less than one hundred (100) feet from ~~the any~~ existing lake edge as established at pool level of eight hundred (800) feet above mean sea level, regardless of the survey pin locations of the Lot or greenway space.

Section 6. Driveways. Plans and specifications for ~~driveways~~ Driveways and culverts shall be as approved in writing by the AECC. Before any Driveway is constructed or reconstructed, a plan describing such work shall be submitted to the AECC for its prior written approval.

Section 7. Water Facilities. No Water Facility may be built or maintained on any Lot without the prior written approval of the AECC. In its discretion the ~~Board~~ AECC may approve, prohibit or limit the construction or maintenance or location of any Water Facility and the use thereof. Each Owner shall be responsible for keeping any Water Facility located on his or her Lot in good condition and repair. Any Water Facility that is not maintained in good condition and repair shall be removed from The Properties by the Owner, at the Owner's sole expense, following written notice from the Association.

Section 8. Home Occupations, Nuisances and Animals. The Board shall have the power to adopt reasonable rules and regulations governing home based occupations, nuisances and the possession of animals. ~~No home, that the Board deems necessary to preserve and promote the health, safety, welfare, and natural setting of the area for the Association and its members. No home-based occupation or profession shall be conducted in any Dwelling, Dwelling Accessory Building or Garage except those expressly permitted by the Board. No noxious or offensive activity shall be carried on, in or upon any Lot or Dwelling, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, other than inoffensive common domestic household pets, shall be domiciled on any Lot or in any Dwelling.~~ No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Dwelling or elsewhere on the Property; provided, however, that dogs, cats or other common domestic household pets may be kept in Dwellings subject to rules and regulations adopted by the Board. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from The Properties upon seven (7) days' written notice from the Board to the Owner of the Dwelling containing such pet and the decision of the Board shall be final.

Section 9. Temporary Structures. No ~~vehicle~~, trailer, basement of an incomplete building, tent, shack, ~~garage~~~~accessory building~~, ~~Garage~~, except as permitted in Section 1 of this Article, ~~and~~ ~~nor~~ temporary building or structure of any kind shall be used at any time for a ~~residence~~~~dwellling~~, either temporary or permanent ~~on an otherwise vacant lot~~. Temporary buildings or structures used during any construction, including repair, remodeling or renovation on any Lot, shall be on the same Lot where the construction is being performed, unless the prior written approval of another location is granted by the AECC. All temporary structures shall be removed upon completion of construction.

Section 10. Easements. The recorded plats of subdivision of The Properties have:

- a. Reserved an easement to the Association, as the Developer's successor and assignee, within the area as shown on the plats and marked "Utility Easement," to install, lay, construct, renew, operate and maintain utility pipes and conduits and underground equipment for the purpose of serving ~~the~~The Properties with telephone, electric, water and other utility services; and also reserved the right to cut down and remove any trees or bushes that interfere or threaten to interfere with any such use or right. No Structure or trees shall be placed upon said easement except that said easement may be used for gardens, shrubs, landscaping or other purposes which do not at any time interfere with the uses and rights of the easement;
- b. Created an easement for surface drainage in and along the streets and such other locations as are shown on the plats marked "Drainage Easement."

Section 11. Wells and Plumbing. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank system constructed by the Owner and approved by the AECC and by any state, county or municipal authority having jurisdiction. Septic tank systems and locations must be of registered professional engineer design. Said engineer's design plans must be submitted to the AECC for approval and issuance of permit prior to commencing construction. All systems are to be of the closed type; no domestic wastewater is to be discharged into the lake or any adjacent property. Any such sewage disposal system as installed shall be subject to inspection while being constructed and to final approval by the approving authority before backfilling. All wells, plumbing fixtures, and sewage disposal systems shall be subject to inspection from time to time, by ~~the Association~~a company licensed to conduct such inspections, for the purpose of determining whether ~~they~~such items are in compliance with applicable statutes, ordinances, codes, or rules and regulations. ~~A fee to cover the reasonable costs of such inspections shall be established from time to time by the Board.~~

Section 12. Nonconforming Uses. All existing structures built ~~before the adoption of the Restated Declaration, effective November 6, 2014,~~prior to January 1, 2000 are exempt from the requirements stated in this Article III; all existing structures built according to a written permit issued by the AECC on or after January 1, 2000 are exempt from the requirements stated in this Article III; provided,

however, that if any exempt Dwelling, Dwelling Accessory Building, Garage or other Structure is seventy-five percent (75%) or more destroyed and is being reconstructed, restored or replaced it shall, when completed, be in conformance with the requirements of this Article and the then current applicable building codes. Any new Structure built upon a Lot after the effective date of this ~~Amended~~-Declaration is subject to the restrictions contained in this Article and the then current applicable building codes.

Section 13. Deviations by Agreement with the Association; Other Permitted Uses.

- a. The Association, its successors or assigns, shall have the right to enter into agreements with the granteeOwner of any ~~lot~~Lot or ~~lots~~Lots without the consent of granteesOwners of other ~~lots~~Lots or adjoining or adjacent property to deviate from any of the covenants set forth in this Article III for reasons of practical difficulties or particular hardships evidenced by any such granteeOwner. Any such deviation, which shall be manifested by agreement in writing, shall not establish a precedent and shall not constitute a waiver of any such covenant as to other ~~lots~~Lots in the ~~The~~The Properties.
- b. Notwithstanding anything herein which is to the contrary, the Association reserves to itself the right to construct and maintain on ~~lots~~Lots selected by it in ~~the~~The Properties a Structure or Structures for use by it, and its successors and assigns, as an office or offices or other facilities to be used in connection with the operations and programs conducted by the Association for the benefit of the Owners, or as a location for a water well or wells, water storage facility or sewage treatment facility or facilities, provided no such facility shall be maintained in such manner as to interfere unreasonably with the enjoyment of any ~~lot~~Lot by the Owners thereof.

Section 14. Leasing Property, CICAA Section 1-35 (a). ~~The All Owners leasing their Lots or Dwellings shall deliver a copy of the signed lease to the Association no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. All leases shall be in writing. In the event that an Owner fails to comply with any leasing provisions of set forth in the Apple Canyon Lake Property Owners' Association Governing Documents (also referred to as the Community Instruments) that relate to the use of an individual Lot or otherwise is in violation of this Section, the Association may seek to evict a tenant from the Dwelling or the Common Properties-Lot under Article IX of the Code of Civil Procedure, as well as pursue any and all other legal and/or equitable remedies available to the Association as to the Owner. Furthermore, all provisions of the Association's Community Instruments shall be applicable to any person leasing a Lot or Dwelling or Lot and shall be deemed to be incorporated in any lease executed or renewed. Unless The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any of the provisions of the Association's Community Instruments. The Owner leasing his or her Dwelling or Lot shall not be relieved thereby from any of the Owner's obligations under the Association's Community Instruments or otherwise provided in by law. The Board may also from time to time adopt rules and regulations pertaining to the Community Instruments, the Owner leasing the Lot or Dwelling~~

of Dwellings and Lots, including policies and procedures to further the goals and objectives of this Section.

Section 15. Use of The Properties by Non-Owners. Upon reasonable request, Occupants shall deliver a copy of the signed lease to be required to identify themselves to employees or agents of the Association, and to identify the Dwelling they are occupying and the identity of the Owner of such Dwelling.

Section 16. Combination of Lots. Two (2) or more numbered Lots may be combined by the Owner(s) of the Lots, provided that any Lot combination must be done by written agreement, which written agreement must be prior approved by the AECC and Board and then recorded with the Recorder of Deeds of Jo Daviess County. Provided further that any numbered Lots that are combined shall still be treated as separate Lots for purposes of assessments charged by the Association with each combined Lot continuing to be assessed a separate assessment as if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, no combination had taken place.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be the privilege of each Natural Person, and his or her spouse, who is the legal or equitable Owner of any Lot or Dwelling; except that no Lot or Dwelling shall have as Owners more than three (3) For Lots owned by Natural Persons, including their spouses. Any all Owners of the Lot are considered Members of the Association. For a Lot owned by Legal Entity which owns any Lot or Dwelling Entities, such Legal Entities may designate in writing one (1) Natural Person, including his or her spouse, as a who has an ownership interest in the Legal Entity and who shall function as the Member for such Lot for the purpose of the Association. Each such designation by a Legal Entity shall be in writing these Governing Documents. Every Owner and Member shall provide the name, Association with his or her current mailing address, email address and telephone number of the Member, including any spouse, which person shall be the Voting Member as defined in Section 2.

After the initial designation of who the Member(s) for a particular Lot will be, changes in the identity of the Voting Member(s) for such Lots can be made only with the approval (1) upon a bona fide change in the ownership of the Board, or Lot documented by a recorded legal document

~~identifying such ownership change, or (2) upon a showing that the change in the identity of the Voting Member(s) has resulted from a bona fide change in the ownership interest of the Legal Entity making the request, or (3) with the approval of the Board.~~ The Board's decision in all such matters shall be binding and final. Any Natural Person or Legal Entity that holds a legal or equitable interest in any Lot ~~or Dwelling~~ as security for the performance of an obligation shall not be a Member. ~~Every Member, including any spouse of a Member, shall provide the Association with his or her current mailing address and telephone number.~~

Section 2. Voting Rights – One Voting Member. The Owners of each Lot ~~or Dwelling~~ shall designate one Natural Person ~~from among themselves~~ as the Voting Member for said Lot ~~or Dwelling~~. Only the Voting Member, as defined in Article I, Section 1 ~~(ee), gg) of this Declaration,~~ shall be entitled to vote at any regular or special meeting of the Association, ~~and only the Voting Member shall be sent notice of any regular or special meeting of the Association.~~ In the event there are multiple Owners of a Lot ~~or Dwelling~~ who are Natural Persons, ~~including their spouses,~~ and they fail to designate one Natural Person as the Voting Member, the first person named in the deed conveying title to the Lot ~~or Dwelling~~ shall be deemed to be the Voting Member. Notwithstanding anything to the contrary in this ~~Amended~~ Declaration, where there is more than one ~~owner~~ Owner of a Lot and the designated Voting Member is not present at a meeting of the membership and has not otherwise voted, the ~~owner~~ Owner in attendance shall be entitled to cast the member vote associated with that ~~unit~~ Lot even if that ~~owner~~ Owner is not the designated Voting Member. The vote must be cast on the day of the meeting prior to the closing of the polls. In the event a Lot ~~or Dwelling~~ is owned by a Legal Entity, ~~it shall designate one the~~ Natural Person ~~that the Legal Entity designates~~ to be the Member for the purposes of these Governing Documents shall also be the Voting Member. The failure of a Legal Entity to designate a Voting Member ~~for its Lot~~ shall be a bar to ~~the~~ such Lot's right to vote on any matter, ~~and the vote of such Lot or Dwelling shall not be counted for the determination of until a quorum.~~ Voting Member is designated for such Lot. Owners, ~~other than a Legal Entity,~~ may change the designation of the Voting Member ~~for their Lots~~ at any time by delivering to the Association a written designation, signed by all ~~of~~ the Owners of the Lot ~~or Dwelling~~, which contains the Voting Member's name, address and telephone number. Any such change in the designation of the Voting Member shall be effective when received by the Association.

Every Lot ~~or Dwelling~~ shall be entitled to one (1) vote, provided that all assessments, charges, fees and fines which are due ~~to~~ the Association are paid in full at the time of the vote. If the Association owns any Lot ~~or Dwelling~~, it shall not have the right to cast any vote, ~~and the vote of any for such Lot or Dwelling shall not be counted for the purpose of determining a quorum.~~ The total number of votes shall not exceed the total number of Lots ~~or Dwellings~~ in The Properties. The vote of a Lot ~~or Dwelling~~ shall not be divisible. If there is a dispute between or among the multiple Owners of a Lot ~~or Dwelling~~ as to who shall be the Voting Member, the vote for any such Lot ~~or Dwelling~~ shall not be counted for any purpose, ~~including determining a quorum.~~ ~~For purposes of determining the votes allowed under this section, when Dwellings in Multifamily Structures are counted, the Lot or Lots upon which such Dwellings are situated shall not be counted.~~

ARTICLE V
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties which are accessible by public way or from Apple Canyon Lake, and such easement shall be appurtenant to and shall pass with the title to every Lot or Dwelling.

Section 2. Title to Common Properties and Reserved Properties. The Association has acquired legal title to all of the Common Properties and all of the Reserved Properties, and is the owner of all of the Common Properties and Reserved Properties, free and clear of all liens and encumbrances as of the date of the recording of this Amended Declaration.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to prescribe rules and regulations for the use of Common Properties, including but not limited to the number, size, type and speed of boats operated on any waters on ~~the~~The Properties; the taking of fish from waters on ~~the~~The Properties; and such other regulations as the Association deems necessary to the health, safety and welfare of the Association and its Members
- a.b. The Association may assign specific piers, docks, or other water facilities situated on or adjacent to the Common Properties for the use of specific Lot Owners.
- b. ~~The right of the Association in accordance with the Amended~~this Declaration, the Articles of
- c. ~~_____ Incorporation and Bylaws to borrow money for the purpose of improving the Common _____ Properties or the Reserved Properties and in aid thereof to mortgage any or all of the _____ property owned by the Association. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such _____ property, to charge admission and other fees as a condition to continued enjoyment by the _____ Members and, if necessary, to open the enjoyment of such properties to a wider public —until the mortgage debt is satisfied whereupon the possession of such properties shall be _____ returned to the Association and all rights of the Members hereunder shall be fully _____ restored.~~
- e.d. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures.

~~d.e.~~ The right of the Association to suspend the enjoyment rights of any Owner or Member for any period during which any assessment, charge or fine remains unpaid; or to suspend the enjoyment rights of any Owner or Member for any period not to exceed ninety (90) days, or to levy and assess such fines and penalties for any violation of ~~the Amended~~this Declaration, the Bylaws or the Rules and Regulations, all as determined by the Board.

~~e.f.~~ The right of the Association to charge reasonable admission and other charges or fees for the use, maintenance or preservation of the Common Properties or the Reserved Properties.

~~f.g.~~ The right of the Association to dedicate or transfer all or any part of the Common Properties or the Reserved Properties to any public agency, authority, or utility for the preservation of the public health, welfare and safety and subject to such conditions as may be agreed to by the Association in accordance with its Articles of Incorporation and Bylaws.

~~g.h.~~ The right of the Association, its successors and assigns, to construct on, over and under the Common Properties or the Reserved Properties and to maintain water, electric, gas, telephone, sanitary disposal system and other utility facilities to serve ~~the~~The Properties, the Common Properties or the Reserved Properties- or any portions thereof and to grant easements to others in such regard.

Section 4. Rights of Owners' Spouses. An individual who is married to an Owner (i.e. the Owner's spouse) shall have the same right and easement of enjoyment in and to the Common Properties, subject to the same restrictions as stated herein, as the Owner he or she is married to has; provided, however, that such spouse shall be required to provide the Association with his or her current name, address and telephone number prior to exercising such rights.

ARTICLE VI COVENANT TO PAY ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any ~~Lot or Dwelling~~ by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the ~~Lot or Dwelling~~ against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of each ~~person~~Natural Person or Legal Entity who was an Owner of such ~~Lot or Dwelling~~ at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in ~~the~~The Properties and, in particular, for the improvement and maintenance of all properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, the Reserved Properties or the Dwellings situated upon ~~the~~The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Amount of Annual Assessments. The Association shall have the power to levy an annual assessment against all of the Lots and Dwellings within ~~the~~The Properties, except for ~~only~~ those Lots and properties owned by the Association. The annual assessment shall be fixed in accordance with CICAA as amended from time to time.

Section 4. Change in Basis and Maximum of Annual Assessments and Special Assessments. Each year the Board shall prepare an annual budget which shall identify the Association's projected income and expenses for the next year, which shall include an appropriate amount for the reserves, capital expenditures, payment of real estate taxes, and for the repair and replacement of the Association's facilities and equipment. A copy of the proposed annual budget shall be communicated to each ~~Lot or Dwelling owner~~Owner at least thirty (30) days, but not more than sixty (60) days, prior to the adoption by the Board. The annual budget, approved by the Board, shall be acted upon at the November Board Meeting, or at such other meeting as the Board may determine. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the ~~common interest community association~~ Association, upon written petition by ~~members~~Voting Members with twenty (20) percent (~~20%~~) of the votes of the ~~association~~Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the ~~members~~Voting Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the ~~members~~Voting Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

Section 5. Special Assessments not Included in the Annual Budget. Assessments for additions and alterations to the common areas or to ~~association~~Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a majority of the total Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members ~~at least~~not less than ten (10) and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Special Assessments for Emergencies or Mandated by Law. In accordance with the provisions of CICA section 1-45 (e), special assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to member approval or the provisions of CICA section 1-45(c) or (f). As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community Association. "Emergency" also includes a danger to the life, health or safety of the membership.

~~Section 7. Quorum for Any Action Authorized Under Sections 4 and 5, CICA Section 1-40 (b) (1). The quorum required for any action requiring a vote under Section 4 and 5 hereof shall be twenty percent (20%) of the Voting Members eligible to vote at such meeting.~~

Section 8. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the first day of March of said year, or on such other date or dates as may be established by the Board. The due date of any special assessment under Section 5 or 6 hereof shall be fixed in the resolution authorizing such assessment. Written notice of the assessment shall be sent to the Voting Member designated for each Lot ~~or Dwelling subject thereto.~~ If the assessment is not paid within ninety (90) days of the date on which it is due, written notice shall be sent to every Owner of that Lot or Dwelling at the last address on file at the Association office, subject thereto.

Section 9. Proof of Payment. The Association, upon demand and payment of a reasonable service fee ~~of not more than \$25.00 as determined by the Board,~~ shall at any time furnish to any Owner liable for said assessment a certificate in writing signed by an authorized agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. ~~If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate as determined by the Board from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. Any assessments (or installments thereof), other charges or expenses, including, but not limited to, annual assessments, special assessments and duly imposed fines, which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent and the Board shall have the right to assess a late fee for the~~

delinquent payment. Additionally, if an assessment, charge or expense is not paid within thirty (30) days after the due date, the Board shall have those rights and remedies to enforce such collection as shall be provided or permitted by law and equity including, but not limited to, bringing suit for and on behalf of the Association to enforce collection of the amount due, the costs of said suit, and other fees and expenses together with interest, including, but not limited to, reasonable attorneys' fees and managing agent fees associated with collection of unpaid assessments, along with any and all interest, costs and other sums set forth above which the Association is entitled to receive. Without limiting the forgoing, if any Owners shall fail to pay any assessments, charges or expenses required to be paid, the Board shall have such rights and remedies:

- (a) The right to enforce the collection of such defaulting Owner's assessments, charges or payments, together with interest thereon, and all fees, expenses and costs including attorneys' fees, managing agent fees, and court costs, incurred in the collection thereof;
- (b) The right to foreclose the lien created in favor of the Association for unpaid assessments and other charges, together with interest, costs, attorneys' fees, managing agent fees and other expenses associated with the cost of collecting same provided for in Section 1 of this Article. The Board, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale; and
- (c) The right to take possession of such defaulting Owner's interest in their Dwelling and Lot, to maintain for the benefit of all the Owners an action for possession in the matter prescribed in the Illinois Eviction Act (735 ILCS 5/9-101 et. seq.), as amended, and to execute leases of such defaulting Owner's interest in their Dwelling and Lot and apply rents derived therefrom against such unpaid assessments, charges or expenses.

Section 11. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon ~~the~~The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all Common Properties; and (c) Reserved Properties; ~~(d) all properties exempted from taxation by the laws of the State of Illinois, upon the terms and to the~~

extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 13. Restricted Lots. ~~The Owner of Restricted Lots are those Lots without any Lot upon which no Structure has been erected may enter into on the Lot and for which an agreement with has been entered between the Owner of the Lot and the Association wherein the Owner agrees agreed that said Lot shall remain forever vacant open space upon which no Structure of any kind shall be erected, except one requested by the Association and agreed upon by the Owner and the Board. All agreements creating a such Restricted Lot shall be in substance and form acceptable to the Board and suitable for recording, and when agreed to by the Association shall agreements were required to be recorded with the Recorder of Deeds of Jo Daviess County, Illinois. Restricted Lots subject to such an agreement shall, beginning in the year following the recording of such agreement, be liable for only sixty (60) percent (60%) of any future annual assessments. Restricted Lots shall continue to remain liable for any Special Assessments approved pursuant to Section 5 or 6 hereof of this Article. The Owner of a Restricted Lot shall have all of the rights and privileges of any other Owner, except as modified by such agreement, and shall continue to remain responsible for the maintenance of such Restricted Lot as is the Owner of any other vacant Lot. The list of approved Restricted Lots is attached hereto on Exhibit "C". Lots which have previously been approved by the Board as Restricted Lots may remain as Restricted Lots unless the Owner of the Lot and the Board agree to rescind the Restricted Lot agreement, in which case the Lot shall be treated in the same manner as all other non-Restricted Lots for assessment purposes. No additional Lots may be granted Restricted Lot status following the recording of this Declaration.~~

Section 14. Senior Exemption. If a Dwelling Lot qualifies for the Senior Citizen Assessment Freeze ("Senior Exemption") as provided in the Jo Daviess County, Illinois Ordinances in effect from time to time, such Dwelling Lot shall be exempt from any increase in future annual assessments which become effective the year after the granting of such Senior Citizen Assessment Freeze Exemption. The Owner of a Dwelling Lot which qualifies for this Senior Exemption shall, on an annual basis before January 1st each year, provide the Association with satisfactory evidence that the Dwelling Lot has qualified for the Senior Assessment Freeze Exemption program for the following year. Such Dwelling Lot shall continue to remain liable for any Special Assessments approved pursuant to Section 5 or 6 hereof. All such Senior Exemptions shall end on the year immediately following the first to occur of the conveyance or transfer of the Dwelling Lot to a third party or the death of the last surviving Owner entitled to such Senior Citizen Assessment Freeze Exemption.

ARTICLE VII ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Powers of the Committee.

- a. **Generally.** No Dwelling, Multifamily Structure, Dwelling Accessory Building, Structure, Driveway, Water Facility, fence, wall or other structure of any type or kind may be commenced, erected nor shall any exterior addition to or change or alteration be commenced or made on any Lot or on any of the Common Properties or Reserved Properties subject to this ~~Amended~~ Declaration without the prior written approval of the ~~Architectural and Environmental Control Committee (AECC)~~; provided, that, additions, alterations or changes to the Common Properties and Reserved Properties may be made by the Board. Such approval shall be — obtained only after written application has been made to the AECC by the Owner of the — Lot requesting authorization from the AECC. Such written application shall be in the — manner and form prescribed from time to time by the AECC and shall be accompanied by — two (2) complete sets of plans and specifications for any such proposed construction or — improvement. Such plans shall include plot plans showing the location of all — improvements existing upon said Lot and the location of the improvement proposed to be — constructed or placed upon said Lot, each properly and clearly designated; said plans shall — also show the building lines shown on the recorded plat of subdivision. Such plans shall — set forth the color and composition of all exterior materials proposed to be used, together — with any other material or information which the AECC may require from time to time. — All plans, drawings and other documentation required to be submitted to the AECC shall be as the AECC may require. There shall also be submitted, where applicable, the permits — or reports/approvals required under Article III of the ~~Amended~~ Declaration. (See, Art. III, Sec. 11, — Wells and Plumbing.) ~~All such plot plans shall be prepared by either a registered land — surveyor or engineer or architect; except that plans for Driveways, Water Facilities, walls — or fences need not be prepared by such professionals. No grading of the lot shall be — permitted without the prior written approval of the AECC.~~ The AECC shall have the — power, subject to the Board’s approval, to adopt building codes, guidelines and standards — governing the quality, design, workmanship and materials and colors to be used for all -proposed construction or improvements.
- b. **Power of Disapproval.** The AECC may refuse to grant permission to construct, place or make the requested improvements when:
- i. The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of any of the restrictions contained in ~~the Amended~~this Declaration, or the provisions of any applicable governmental building code, or the codes, guidelines or standards approved by the AECC or the Board.

- ii. The design or the siting of a proposed improvement is not in harmony with the general surroundings of the subject ~~lot~~ Lot or with adjacent buildings or structures.
- iii. The proposed improvement, or any part thereof, would in the opinion of the AECC be contrary to the interests, welfare or rights of all or part of the Owners.

c. Power to Grant Variances, Adopt Rules.

- i. ~~The AECC may allow reasonable variances or adjustments of this Amended~~
 i. ~~_____ Declaration where the literal application thereof would result in unnecessary _____ hardship, provided however, that any such variance or adjustment that is granted is _____ in conformity with the general intent and purposes of this Amended Declaration; _____ and that the granting of the variance or adjustment will not be materially _____~~
~~_____ detrimental or injurious to other lots in the development. The granting of a _____ variance in any specific case shall not be construed as a precedent or authorization _____ to compel the granting of a variance in any other case, however similar the _____ circumstances may be.~~
- ii. The AECC may adopt rules, including rules to be applied in requests for variances, building requirement forms, general building procedure requirements including, but not limited to, adoption or acceptance of national or local building codes, either in whole or in part, for use during the construction of improvements upon the Lots, the Common Properties or the Reserved Properties, provided that all such rules and general requirements be approved by the majority of the Board of Directors prior to implementation and use.

d. **Power to Charge Fees.** The AECC shall recommend to the Board of Directors a schedule of fees to be charged to consider the application of any Owner, and a schedule of fees for the inspection services necessary for all improvements, whether performed by the Association or by any outside source. Such fee schedules shall be approved by the Board from time to time, and shall be uniformly charged to all Owners. All funds collected shall be paid to the Association.

e. **Review of AECC Action by Board.** The Owner of any Lot or Dwelling whose application to the AECC has been denied may, within sixty (60) days of such denial, appeal such denial to the Board. Such appeal shall be in writing and shall state all reasons why the AECC's decision was either erroneous as a matter of fact or arbitrary and capricious. At the next regular meeting of the Board, the Board shall consider the Owner's appeal and review the AECC's action. The Board shall either affirm the action of the AECC; refer the matter back to the AECC for further consideration; or determine that the action of the AECC was erroneous as a matter of fact or arbitrary and capricious,

Commented [RK1]: Note to KJ: Is this still a reasonable appeal since 2/3 of the board comprise 2/3 of the AECC?

in which case the Board may direct that the application be granted. The action of the Board shall be final and binding.

Section 2. Duties of the AECC. The AECC shall approve or disapprove proposed improvements within sixty (60) days after all required information has been submitted to it. If the AECC fails to approve or disapprove the proposed improvements within sixty (60) days, it shall provide the Owner with a written explanation of the reasons it has failed to act. In acting upon such applications, the AECC members may discuss and act on any such applications either at a regularly scheduled meeting or at a special meeting. Members of the AECC may attend such meetings in person or by telephone. One copy of the submitted material shall be retained by the AECC for its permanent file. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

Section 3. Composition of the AECC. The AECC shall be comprised of not less than three (3) representatives who shall be appointed by the Board, and who shall be subject to removal by the Board at any time. The Board shall appoint at least one (1) architect, licensed engineer or building contractor to the AECC, if one is available. The majority of the members of the AECC shall also be Members of the Association Board. Any vacancies existing from time to time shall be filled by appointments made by the Board. The AECC, subject to the Board's approval, may engage such inspectors or agents to assist it in the performance of its duties and responsibilities. No member of the AECC shall participate in the review of any application in which the member has any interest either as an owner or as the provider of any services for which the member is compensated.

Section 4. Liability of the AECC and the Association. ~~Neither the AECC nor any agent thereof, nor the Association, shall be responsible in any way for the defects in any plans, specifications or other materials submitted to it, nor for any of the work done according thereto. No approval of plans and specifications submitted by an Owner pursuant to this Article by the AECC or Board shall be construed as representing or implying that such plans and specifications shall, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any Dwelling, Multifamily Structure, Dwelling Accessory Building, Structure, Driveway, Water Facility, fence, wall or other structure of any type or other improvement built in accordance therewith shall be built in a good and workmanlike manner. Neither the Association, the Board nor the AECC shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damages to any Natural Person or Legal Entity arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.~~

Section 5. Duty of Inspection. The AECC shall have the power and the right to inspect the work being performed to assure compliance with the applicable provisions of ~~the Amended~~ this

Declaration and all applicable codes and regulations, and the approved drawings. Approval of plans or work by the AECC shall not be deemed to be a determination that the applicable codes and regulations have been satisfied.

Section 6. **Satellite Dishes and Antennas.** No radio or television antennas or satellite dishes shall be affixed or placed upon or on any portion of the Common Properties or Reserved Properties without the prior written approval of the AECC or Board. The placement, installation and use of antennas and satellite dishes on or upon the Dwellings and Lots by Owners shall be subject to all applicable provisions of the rules and regulations adopted by the Board. Notwithstanding anything contained herein to the contrary, the installation of any satellite dish or antenna shall be at the Owner's sole risk and sole cost and expense. This provision, however, is not intended to interfere with the Owners' rights to adequate reception under the 1996 Telecommunications Act or other present, or future, federal or Illinois statutes.

Section 7. **Remedies for Un-Approved Additions and Alterations.** If an addition, alteration or improvement that requires AECC approval hereunder is made to a Dwelling or Lot by an Owner without the prior written approval of the AECC or Board, then the Association may, at the discretion of the Board and in addition to all other rights of enforcement provided to the Association as set forth in this Declaration, the Bylaws, rules and regulations or as provided at law or in equity, take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling and Lot to the condition that existed prior to the making of the addition, alteration or improvement, all at the Owner's expense; or
- (b) If the Owner refuses or fails to properly perform the work required under subsection (a) hereof, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (c) Ratify the action taken by the Owner, and the Board may, but shall not be required to, condition such ratification upon the same conditions that it may impose upon the giving of its prior approval under this Article.

Commented [RK2]: This section is being deleted and will be replaced as an attachment by the "First Amendment to the Amended Declaration to Conform to the Common Interest Community Association Act."

ARTICLE VIII WATER SERVICE

Section 1. Every Owner of a Lot in ~~the~~The Properties which is subject to this Article shall be presumed conclusively to have covenanted by accepting a deed of conveyance to a Lot, regardless of the means of acquisition of title, to pay charges for water service available to the Lot by a common water system at a monthly rate as fixed by the utility furnishing water service, and approved by the Illinois Commerce Commission from and after the availability of water service for connection to the Lot. At such time as the Owner shall elect to have water service connected, he or she shall pay a connection charge to the utility in an amount approved by the

Illinois Commerce Commission. Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a minimum monthly charge established by the servicing utility and authorized by the Illinois Commerce Commission. Said availability, consumption and usage rates may be billed quarterly, semiannually, or annually at the option of the serving public utility. Unpaid charges shall become a lien upon the ~~lot~~Lot or ~~lots~~Lots served as of the date the same become due. Owner shall not drill or permit the drilling of a water well upon his or her property, unless the utility furnishing water service is unable to provide adequate water service to that Lot. All water wells must be first approved by the AECC.

ARTICLE IX GENERAL PROVISIONS

Section 1. Term and Amendment. The covenants and restrictions of this ~~Amended~~ Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this ~~Amended~~ Declaration, their respective legal representatives, heirs, successors and assigns. Said covenants shall be automatically extended for successive periods of one (1) year, unless this ~~Amended~~ Declaration is amended by the affirmative vote of two-thirds (2/3) of the Voting Members eligible to vote in person or by Written Ballot at a meeting of the Association duly called for the purpose of changing ~~the Amended~~this Declaration, written notice of which shall be sent to all Voting ~~members at least~~Members not less than ten (10) and not more than thirty (30) days in advance. ~~At any prior to~~ such meeting ~~a quorum shall consist of twenty percent (20%) of all eligible Voting Members.~~ All such amendments shall be effective upon filing with the Recorder of Deeds of Jo Daviess County, Illinois, a certified copy of a resolution adopted by the Board certifying that the amendment of this ~~Amended~~ Declaration has been approved by the required vote.

Section 2. Notices. Any notice required to be sent to any Voting Member or Owner under the provisions of this ~~Amended~~ Declaration shall be deemed to have been properly delivered when sent by a Prescribed Delivery Method to the last known address (or electronic address) of such Voting Member or Owner on the records of the Association at the time of delivery.

“Prescribed Delivery Method” means (i) mailing or delivering; (ii) posting in The Apple Core or another Association publication that is routinely mailed to all Members; or (iii) any other delivery method (including Acceptable Technological Means) that has been approved in writing by the Owner or Voting Member and is authorized by the Community Instruments.

“Acceptable Technological Means” include without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and

any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Section 3. Enforcement. Enforcement of this Amended Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment, court order, or law shall not affect any other provisions which shall remain in full force and effect.

Section 4. No Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. Gender Neutrality. Unless the provisions of this Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the feminine gender shall include the masculine, words imparting the singular number shall include the plural, and words imparting the plural shall include the singular.

Section 6. Rule Against Perpetuities. The covenants, restrictions, conditions, reservations, easements, charges, liens and other provisions as delineated in this Declaration shall run with and bind the land so as to insure the Owners full enjoyment and benefit of their Dwellings and Lots. If, and to the extent that, any of the covenants, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of:

- (a) The rule against perpetuities;
- (b) The rule restricting restraints on alienation; or
- (c) Any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Tom Hanks, professional actor and star of such films as Sleepless in Seattle, Apollo 13 and Saving Private Ryan, living at the date this Declaration is recorded.

Section 7. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class development.

Section 8. Headings/Captions. The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

Section 9. Waiver and Release of Claims. To the extent allowed by any policy of insurance owned by him or her, each Owner hereby waives and releases any and all claims which he or she may have against any other Owner, the Association, its officers, members of the Board, the managing agent of the Association, if any, and their respective employees and agents for damage to the Common Properties, the Dwellings and Lots, or to any personal property located therein caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

Section 10. Security. The Association may, but is not obligated to, provide measures of security on The Properties from time to time; however, the Association is not a provider of security and shall have no duty or obligation to provide any security on The Properties. The obligation to provide security lies solely with each Owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE X REMEDIES

Section 1. Enforcement.

02/18/16

Revised 05/01/16

Board Approved 05/21/16

Revised 05/21/17In addition to or in conjunction with all other rights herein granted to the Association, the Association or any Owner, their successors or assigns, shall have the right to enforce the provisions of this Declaration, Bylaws and rules and regulations of the Association by any proceeding at law or in equity against any Natural Person(s) or Legal Entity or Entities violating or attempting to violate any such provisions, and further the Association shall have the right to levy a fine, following notice and an opportunity to be heard, against such Natural Person(s) or Legal Entity or Entities. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association or any Owner to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All costs and expenses incurred by the Association in connection with any such proceedings or with exercising the Board's self-help rights as set forth in Section 2 of this Article, including, but not limited to reasonable attorneys' fees, court costs and managing agent fees, shall be assessed against any Owner violating any such provisions and shall be a charge and constitute a lien on his or her Lot and be enforceable in the same manner as unpaid assessments as provided in this Declaration and recoverable by the Association as part of any such proceedings.

Section 2. Board Self Help. In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Property, including, but not limited to, any Dwelling exterior and Lot, where the violation or breach exists to remove or rectify the violation or breach at the expense of the Owner in violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; provided, that, if the violation or breach exists within a Dwelling, judicial proceedings must be instituted before any items of construction can be altered or demolished.

Section 3. Managing Agent Fees. Any and all managing agent fees and costs associated with the collection of delinquent assessments and/or curing an Owner's or Occupant's breach or violation of the Declaration, Bylaws and/or rules and regulations shall be assessed back to the defaulting Owner's account and become an additional obligation and charge of such delinquent Owner. To assist the Association in collecting delinquent assessments and/or curing violations of the Declaration, By-Laws and/or rules and regulations from the Owners, the managing agent, if any, may perform the following duties: prepare and issue delinquency notices, prepare and issue statutory and other demand letters, order an ownership (tract) search to verify current ownership of the delinquent Lot, prepare and record a lien against the delinquent Lot for unpaid assessments or other charges and any such other services performed in an effort to assist the Association in the collection of delinquent assessments or other charges or curing breaches or violations of the Declaration, Bylaws and rules and regulations. The managing agent is entitled to receive a reasonable fee for such services performed, as more fully outlined in the management agreement entered into between the managing agent and the Association.

Section 4. Fees Associated with Mortgage Foreclosure. All expenses and fees, including, but not limited to, managing agent fees, attorneys' fees and court costs, incurred by the Association as a result of the Association being included as a defendant in a mortgage foreclosure action shall be assessed back to the Owner sued in such foreclosure action and become an additional obligation and charge of such delinquent Owner.

ARTICLE XI MAINTENANCE, REPAIRS AND REPLACEMENTS

Section 1. Maintenance by Owners. Each Owner shall be responsible for the maintenance, repair, and replacement of his or her Dwelling and Lot at such Owner's sole cost and shall keep his or her Dwelling and Lot in good condition and repair.

Section 2. Owner Failure to Maintain. If, in the judgment of the AECC, an Owner fails to maintain his or her Dwelling and Lot in good condition and repair or the appearance of such Owner's Dwelling and Lot is not of the quality of that of other Dwellings and Lots in The Properties or in compliance with rules and regulations adopted by the Board from time to time, then the Association may, in its discretion, take the following action:

- (i) The AECC may advise the Owner of the work that must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and
- (ii) If the work is not done to the satisfaction of the AECC, in its sole judgment, then the AECC may levy a fine and, in addition, the Board may seek injunctive relief, and/or enter upon such Owner's Dwelling and Lot to cause such work to be done and the cost thereof shall be a charge payable by the Owner to the Association upon demand in the same manner as unpaid assessments.

Section 3. Willful and Negligent Damage. If, due to the act or omission of an Owner, his or her family, tenants, servants, pets, guests or invitees or other authorized Occupant of the Owner's Dwelling or Lot, damage is caused to the Common Properties or Reserved Properties and maintenance, repairs, or replacements shall be required thereby, which would otherwise be an Association expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as determined by the Board, and the cost of such maintenance, repairs, or replacements, and any damage, shall be added to and become a part of the assessment to which such Owner's Lot is subject and the Association shall have a lien upon said Lot enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

END OF TEXT OF DECLARATION

This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187
630-690-6446

BY: _____

Resolution of the Board of Directors of Apple Canyon Lake Property Owners' Association

WHEREAS, a meeting of the Board of Directors ("Board") of Apple Canyon Lake Property Owners' Association (the "Association") was duly called and held pursuant to the Illinois General Not-For-Profit Corporation Act of 1986, the Illinois Common Interest Community Association Act ("Act"), and the Association's Declaration and Bylaws, and proper notice having been provided to the members as required by the Act, a quorum of the Board being present at the meeting as identified below, and the meeting being properly convened and proceeding with Association business including resolutions and amendments and specifically the resolution set forth herein;

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association ("Amended Declaration") was proposed to the Voting Members of the Association at a meeting of the Voting Members;

WHEREAS, notice of such meeting of the Voting Members was provided to Voting Members at least thirty (30) days in advance thereof; and

WHEREAS, at least two-thirds (2/3) of the Voting Members eligible to vote approved the proposed Amended Declaration.

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, by resolution and on behalf of the Association, does hereby adopt the following Resolution as follows:

I. The Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association, having been approved by at least two-thirds (2/3) of the Voting Members in the Association eligible to vote and upon recordation in the Office of the Recorder of Deeds of Jo Daviess County, Illinois, shall replace, in its entirety, the Apple Canyon Lake Property Owners' Association Amended Declaration to Conform to the Common Interest

In support of the above-identified vote, and as confirmation thereof, the Directors of the Association identified above, having voted as identified above, sign this resolution as follows:

APPLE CANYON LAKE PROPERTY LAKE PROPERTY OWNERS ASSOCIATION
AMENDED AND RESTATED BYLAWS

2019 Version

PREAMBLE

This instrument is recorded for the purpose of replacing, in its entirety, the Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws (hereinafter referred to as the "2017 Bylaws"), recorded on November 21, 2017 as Document No. 396754 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.

This Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws is adopted pursuant to the provisions of Article XVII, Sections 1 and 2 of the 2017 Bylaws. This Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws, the text of which is set forth below, shall become effective following its approval by the affirmative vote of two-thirds (2/3) of the votes cast by the Voting Members voting at a regular or special meeting of the Voting Members, provided that notice of such meeting shall be sent to all Voting Members at least fourteen (14), and not more than forty (40), days in advance of such meeting, and upon its recording in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.

This Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws, as adopted, shall be included among Apple Canyon Lake Property Owners' Association Governing Documents, as amended from time to time, sometimes described as "Community Instruments", which shall be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control:

1. Illinois Common Interest Community Association Act ("CICAA") (765 ILCS 160/1-1 et. seq.)
2. Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.)
3. Articles of Incorporation
4. Declaration
5. Bylaws
6. ACL Building and Environmental Code
7. Board Approved Policies
8. Rules and Regulations ~~EFFECTIVE NOVEMBER 6, 2011~~
9. Board Approved Committee/Commission Operations and Procedures

Commented [RK1]: Does this need to be repeated both here in Preamble and in Article I? It is also in the Declaration in the Preamble. Should this be in one or both documents? Should it be in the Preamble or in the Articles?

RECITALS

WHEREAS, the Apple Canyon Lake Property Owners' Association (hereinafter referred to as the "Association"), through its Board of Directors, administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as "The Properties", as further defined in the Declaration);

WHEREAS, the 2017 Bylaws were recorded on November 21, 2017 as Document No. 396754 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois;

WHEREAS, the Board and the Owners of the Association desire to amend and restate the 2017 Bylaws, replacing it, in its entirety, with this Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws;

WHEREAS, this Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws is adopted pursuant to Article XVII, Sections 1 and 2 of the 2017 Bylaws, having been approved by the affirmative vote of two-thirds (2/3) of the votes cast by the Voting Members voting at a regular or special meeting of the Voting Members, following notice of such meeting sent to all Voting Members at least fourteen (14), and not more than forty (40) days in advance thereof; and

WHEREAS, this Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws shall become effective upon recordation in the Offices of the Recorder of Deeds of Jo Daviess County, Illinois.

NOW THEREFORE, the 2017 Bylaws are hereby amended and restated as follows:

ARTICLE I DEFINITIONS

Section 1.

All capitalized terms used, but not otherwise defined in these Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws (hereinafter referred to as the "Bylaws") which are defined in the Amended and Restated Declaration of Covenants and Restrictions, effective November 6, 2014 for Apple Canyon Lake Property Owners' Association, as amended from time to time, (hereinafter referred to as the Restated Covenants) shall have the same meaning when used in these Bylaws.

Section 2.

- a. CICAA shall mean the Common Interest Community Association Act ~~Public Act 096-1400, (765 ILCS 160), effective July 29, 2010, 1 et. seq.)~~ as hereafter amended or supplemented under applicable Illinois law.
- b. Governing Documents, sometimes described as Community Instruments, shall be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control:
 - i. CICAA

- ~~ii.~~ ii. Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.)
- ~~iii.~~ iii. Restated Articles of Incorporation effective November 6, 2011.
- ~~iii.~~ iii. Restated Covenants effective November 6, 2011, as amended.
- iv. Restated Bylaws, effective November 6, 2011 Covenants, as amended.
- v. These Bylaws, Rules and Regulations, revised September 20, 2009, as adopted and amended from time to time.
- ~~vii.~~ vii. ACL Building & Environmental Code
- ~~vii.~~ vii. Board Approved Policies, as adopted and amended from time to time.
- ~~viii.~~ viii. Rules and Regulations, as adopted and amended from time to time.
- vii. Board Approved Committee/Commission Operations and Procedures, as adopted and amended from time to time.
- c. Restated "Articles of Incorporation" shall mean the Restated Articles of Incorporation approved by the members Voting Members of the Association, ~~to be effective on November 6, 2011, as amended.~~
- d. "The Apple Core" shall mean the newspaper published periodically (typically monthly) by the Association and sent postage prepaid via the United States Postal Service to all Owners and Voting Members at their last known address, and available on the Association website as of the date of publication and mailing, which contains notices of all regular and special meetings of the Association's Voting Members and its Board of Directors, and information, news and commentary with respect to the Common Properties and Facilities, and the activities, finances and projects of the Association. Publication of notices of meetings, Association documents, including but not limited to the annual budget, annual and special dues and assessments, fees, minutes of the meetings of the Board and the Committees and Commissions of the Association shall constitute notice as required by law and Association's Governing Documents, which shall be deemed to have been sent to all Owners and Voting Members on the day it is mailed. The Board shall adopt policies regarding the publication of any and all materials to be printed in *The Apple Core*, which shall be administered by the Editorial Review Committee. (See Article ~~XIII~~XII, Section 12.)
- e. "Voting Member Ticket" shall mean a petition signed by fifty (50) Voting Members which identifies the name(s) of the Member Owner whose name is to be added to the Ballot by the Nominating Committee along with all other candidates to be elected to the Board by the Voting Members at the next election, as provided in Article ~~VII~~VI, Section 5 of these Bylaws.
- f. "Ballot Envelope" shall mean an envelope clearly designated on the outside as a Ballot Envelope, which shall be used by Voting Members to insert the Written Ballot(s) the Voting Member(s) is casting in any election. The Ballot Envelope shall contain no information that would identify the Voting Member using it or the nature of the vote being cast by said Voting Member.

Commented [RK2]: See above.

- g. "Return Envelope" shall mean an envelope prepared by the Association and sent to each Voting Member for the purpose of being used for the return of Ballot Envelopes to the Association in connection with all votes being conducted by the Association. All Return Envelopes shall be addressed to the offices of the Association, and shall have clearly designated on the outside the identity of the Voting Member to whom it was sent, and the identification of each Lot or Dwelling for which the Voting Member has the right to cast Written Ballots.
- h. "Nominating Committee Guidelines" shall mean the written procedures adopted by the Nominating Committee and approved by the Board that shall be followed by the Nominating Committee in the recruitment and interviewing of candidates for the Board, and for providing the Voting Members with all relevant information concerning those candidates who seek to be elected to the Board at the next annual meeting. (See Article XIII, Section 310.)
- i. "Tellers Committee Commission Guidelines" shall mean the written procedure procedures adopted by the Tellers Committee Commission and approved by the Board prior to the annual meeting that shall be followed by the Tellers Committee Commission when it counts all Written Ballots cast on all matters during that year. (See Article XIII, Section 417(a).)

**ARTICLE II
MEMBERSHIP**

Section 1. ~~Membership is defined. Membership in the Association shall be as provided in Article IV, Section 1 of the Restated Covenants, which provides:~~

~~Section 1. — Membership. — Membership in the Association shall be the privilege of each Natural Person, and his or her spouse, who is the legal or equitable Owner of any Lot or Dwelling; except that no Lot or Dwelling shall have as Owners more than three (3) Natural Persons, including their spouses. Any Legal Entity which owns any Lot or Dwelling may designate one (1) Natural Person, including his or her spouse, as a Member of the Association. Each such designation by a Legal Entity shall be in writing and shall provide the name, address and telephone number of the Member, including any spouse, which person shall be the Voting Member as defined in Section 2. After the initial designation, changes in the identity of the Voting Member can be made only with the approval of the Board, or upon a showing that the change in the identity of the Voting Member has resulted from a bona fide change in the ownership interest of the Legal Entity making the request. The Board's decision in all such matters shall be binding and final. — Any Natural Person or Legal Entity that holds a legal or equitable interest in any Lot or Dwelling as security for the performance of an obligation shall not be a Member. Every Member, including any spouse of a Member, shall provide the Association with his or her current mailing address and telephone number.~~

Section 2. The membership rights of any Natural Person who is the legal or equitable Owner of any Lot, or is the designated Member of any Lot owned by a Legal Entity, or of any Occupant isare subject to the payment of any and all annual and special assessments on all Lots and Dwellings owned by said MemberOwner. Whether or not he or she is personally obligated to pay such dues or assessments, any Member's rights to use the Common Properties and Facilities may be suspended by action of the Board during the period when the

dues or assessments remain unpaid. Upon payment of the unpaid dues and assessments, his or her rights and privileges shall be automatically restored.

~~Section 3. Any person, who is the spouse of a Member, if appointed by the Board, shall be eligible to serve as full member of any committee, subcommittee or any other body of the Association. Where the record owner of any lot or living unit is an entity (living trust, land trust, partnership, corporation, etc.) the record owner may designate one Natural Person as the Member of the Association. The spouse of the Member so designated shall also be eligible to serve as a full member of any committee, subcommittee or other body of the Association.~~

~~Section 4. Pursuant to Article V, Section 3 of the Restated Covenants, the Board may from time to time adoptsadopt and publishespublish Rules and Regulations governing the use of the Common Properties and Facilities, the Properties, the Lots and Dwellings and the personal conduct of persons using all of the Common Properties and Facilities same. The Board in its discretion may levy fines, penalties or other charges and/or suspend the Member'sOwner's/ right to use such Common Properties and Facilities for violation of such Rules and Regulations.~~

The Board may adopt such rules, regulations, guidelines and procedures from time to time, and provide for the creation of an appeals board to which ~~MembersOwners~~ who are issued citations for the violation of any rule or regulation may appeal. (See, Article ~~VIII~~VII, Section, 1(~~e~~), (~~pk~~), (l).

xxx

ARTICLE III VOTING RIGHTS

The voting rights of ~~members~~Members are as set forth in Article IV, Section 2, of the Restated Covenants, ~~which provides:~~

~~Section 2. Voting Rights—One Voting Member.—The Owners of each Lot or Dwelling shall designate one Natural Person as the Voting Member for said Lot or Dwelling. Only the Voting Member, as defined in Article I, Section 1(x), shall be entitled to vote at any regular or special meeting of the Association, and only the Voting Member shall be sent notice of any regular or special meeting of the Association. In the event there are multiple Owners of a Lot or Dwelling who are Natural Persons, including their spouses, and they fail to designate one Natural Person as the Voting Member, the first person named in the deed conveying title to the Lot or Dwelling shall be deemed to be the Voting Member. In the event a Lot or Dwelling is owned by a Legal Entity, it shall designate one Natural Person to be the Voting Member. The failure of a Legal Entity to designate a Voting Member shall be a bar to the right to vote on any matter, and the vote of such Lot or Dwelling shall not be counted for the determination of a quorum. Owners, other than a Legal Entity, may change the designation of the Voting Member at any time by delivering to the Association a written designation, signed by all of the Owners of the Lot or Dwelling, which contains the Voting Member's name, address and telephone~~

~~number. Any such change in the designation of the Voting Member shall be effective when received by the Association.~~

~~Every Lot or Dwelling shall be entitled to one vote, provided that all assessments, charges, fees and fines which are due the Association are paid in full at the time of the vote. If the Association owns any Lot or Dwelling, it shall not have the right to cast any vote, and the vote of any such Lot or Dwelling shall not be counted for the purpose of determining a quorum. The total number of votes shall not exceed the total number of Lots or Dwellings in The Properties. The vote of a Lot or Dwelling shall not be divisible. If there is a dispute between or among the multiple Owners of a Lot or Dwelling as to who shall be the Voting Member, the vote for any such Lot or Dwelling shall not be counted for any purpose, including determining a quorum. For purposes of determining the votes allowed under this section, when Dwellings in Multifamily Structures are counted, the Lot or Lots upon which such Dwellings are situated shall not be counted.~~

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTIES

~~Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and Facilities as provided by Article V of the Restated Covenants.~~

~~Section 1. Any Member may delegate his or her rights of enjoyment in the Common Properties and Facilities to any Occupant as defined in Article I, Section 1(u) of the Restated Covenants in accordance with such Rules and Regulations as may be adopted by the Board from time to time. The rights and privileges of all such Occupants are subject to suspension under Article II, Sections 2 and 4 of the Bylaws to the same extent as those of the delegating Member.~~

~~Section 2. Without limiting the generality of Section 2, Members may be permitted to introduce guests to use the Common Properties and Facilities only in accordance with the Rules and Regulations adopted by the Board from time to time. The rights and privileges of such guest are subject to suspension under Article II, Sections 2 and 4 of these Bylaws to the same extent as those of the Member introducing such guests.~~

ARTICLE V

ASSOCIATION PURPOSES AND POWERS

~~Section 1. The Association has been organized for the purposes as set forth in Article 5 of the Restated Articles which provides: Articles of Incorporation and for the purposes as outlined within the Restated Covenants.~~

~~To promote the health, safety and welfare of the property owners, residents and guests within all lots and properties (collectively, The Properties) in Branigar's Apple Canyon Lake Subdivision in Jo Daviess County, Illinois, in accordance with plat thereof recorded with the Recorder of Deeds of Jo Daviess County, and such additions thereto as may hereafter be brought within the jurisdiction, functions, duties and membership of the Association by annexation as provided in the Restated Covenants, effective November 6, 2011, recorded with the Recorder of Deeds of Jo Daviess County, Illinois (as the same may be hereafter amended and supplemented, the Restated Covenants), for the purpose to own, acquire, build, operate and maintain a man-made reservoir, recreational waterway, recreation parks, playgrounds, swimming pools, golf courses, commons, streets, footways, including buildings, structures and personal properties incident thereto~~

~~(the Common Properties and Facilities), pay any taxes assessed with respect thereto, provide any services normally provided by municipalities such as fire and police protection, enforce any and all covenants and restrictions applicable to The Properties and the Common Properties and Facilities and, insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the owners, residents and guests of The Properties and the Common Properties and Facilities.~~

Section 2. Additions to the Properties may be made only in accordance with the applicable provisions of the Restated Covenants. The Association shall have power to dispose of the Common Properties and Facilities, and the Reserved Properties only as authorized by the applicable provisions of the Restated Covenants.

Section 3. Subject to the applicable provisions of the Restated Covenants, and to the extent provided by law, the Association may participate in mergers and consolidations. Any such merger shall be adopted only upon a resolution adopted by the Board of Directors and approved by at least two-thirds of the votes cast by the Voting Members at a special meeting of the Association duly called for such purpose, written notice of which shall be given at least ~~sixty (60)~~ ten (10) and not more than thirty (30) days in advance to all Voting Members. At any such meeting a quorum shall consist of twenty percent (20%) of the votes of all Voting Members eligible to vote at such meeting.

Section 4. Subject to the following sentence, the Association may incur indebtedness for borrowed money or mortgage, pledge or grant security interests in the Common Properties and Facilities as determined from time to time by the Board of Directors. The Association shall not incur indebtedness in an amount that would result in the total principal amount of all indebtedness of the Association then outstanding, after giving effect to such incurrence, to exceed the total annual assessments, fees and other revenue of the Association from all sources for the most recently completed fiscal year of the Association, without the prior approval of a majority of the votes cast by the Voting Members at a ~~Special Meeting~~ of the Association duly called for such purpose, written notice of which shall be given at least ten (10) and not more than thirty (30) days in advance of said meeting. At any such meeting a quorum shall consist of twenty percent (20%) of the votes of all Voting Members.

Section 5. The Association may be dissolved only upon a resolution adopted by the Board of Directors and approved by at least two-thirds (2/3) of the votes cast by the Voting Members at a special meeting of the Association duly called for such purpose, written notice of which shall be sent at least sixty (60) days in advance of said meeting. At any such meeting a quorum shall consist of twenty percent (20%) of the votes of all Voting Members. Upon dissolution of the Association, the Common Properties and Facilities and the Reserved Properties shall be dedicated to an appropriate public entity to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, the Common Properties and Facilities and the Reserved Properties ~~shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.~~ No such disposition shall be effective to divest or diminish any right or title of any MemberOwner vested in such MemberOwner under the Restated Covenants unless made in accordance with the applicable provisions of the Restated Covenants.

ARTICLE V
~~ARTICLE VI~~
BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the Board) each of whom must be an Owner and/or a Voting Member of the Association while serving on the Board. If there are multiple owners of a single unit, only one of the multiple owners shall be eligible to serve as a member of the ~~board~~ Board at any one time, unless the unit-owner owns another unit independently.

Section 2. The Board shall consist of nine (9) members, three (3) of whom are elected by the Voting Members of the Association at each annual meeting and shall hold office for a term of three (3) years or until their successors are elected or appointed, and shall not be compensated for their service, but may be reimbursed for reasonable expenses actually incurred. No member of the Board may be engaged as an employee of the Association. Upon the adoption of the Bylaws all Board members who are then serving terms shall continue to serve until the annual meeting in June of the year when the term he or she is then serving expires.

Vacancies on the Board ~~shall~~ may be filled by a two-thirds (2/3) vote of the remaining members of the Board until the next annual meeting, ~~of Voting Members~~ or until Voting Members holding twenty percent (20%) of the total votes of the Voting Members Association request a special meeting to fill the vacancy, ~~in either case~~ for the balance of the term. If a special meeting is called to fill the vacancy, the special meeting shall be held no later than thirty (30) days following the filing of the petition for the Special Meeting. Notice shall be given pursuant to Article ~~XIV~~ XIII, Section. 3. If the Board is unable to fill the vacancy or if there are no longer at least six (6) Board members, the remaining Board members shall call an special election within ninety (90) days of the vacancy occurring to fill the vacancies.

~~Any duly appointed member of the Board is to hold office until his or her term expires or until his or her successor is elected by the Voting Members, or until the death, resignation or removal of the Board member.~~

ARTICLE VI

Section 3. New Board members shall as soon as practicable after being elected or appointed, complete a form providing the General Manager with his or her regular mailing address, telephone and fax number(s) and email address(s), if applicable. Any changes shall be communicated to the General Manager promptly.

ARTICLE VI
VOTING PROCEDURES
ELECTION OF DIRECTORS

Section 1. Election to the Board and votes on all matters and issues requiring a vote of the Voting Members shall be by Written Ballot as described in Article ~~XXIV~~ and as provided herein. On any vote requiring approval of the Voting Members or on any election, the Voting Member may cast, in respect to each issue being voted upon, or for each Board vacancy, as many votes as he or she is entitled to exercise under the provisions of Article III of these Bylaws. The ~~Members~~Owners receiving the largest number of votes shall be elected to the Board. In case of a tie, the outcome shall be determined by a coin toss conducted by the General Manager at the annual meeting.

Section 2. Nominations for election to the Board shall be made by a Nominating Committee described in Article ~~XXII~~, Section ~~3~~ 10 of the Bylaws. Nominations may also be made by petition on a Voting Members Ticket as provided in Section 5 below.

Section 3. The Association shall maintain a current list of all Voting Members, which shall identify every Lot or Dwelling for which ~~a Member~~ an individual is designated as the Voting Member. The Association shall send by first class mail in one envelope to each Voting Member the number of Written Ballots said Voting Member is entitled to cast, along with the Notice of the annual or special meeting and a description of the candidates who were nominated for election to the Board, or a description of the issue to be voted upon. Written Ballots shall be mailed to the Voting Members at least thirty (30) days but not more than forty-five (45) days in advance of the date on which the Written Ballot is to be cast.

Each Voting Member shall receive as many Written Ballots as he or she has votes. Notwithstanding that a Voting Member may be entitled to several votes, he or she shall exercise on any one Written Ballot only one vote for each vacancy shown thereon, or each issue described thereon. ~~The~~ In the event that multiple positions on the Board are up for election at an election meeting, the Voting Member need not cast a vote for every candidate on the Written Ballot for a candidate to fill every Board position which is up for election, but cumulatively may not cast more than one (1) vote on each Written Ballot for any particular candidate. Cumulative voting shall not be permitted. The completed Written Ballots shall be placed in the Ballot Envelope provided and returned in the Return Envelope provided.

Section 4. Upon receipt of each Return Envelope, the General Manager shall verify that the Voting Member whose name appears on the Return Envelope is authorized to cast Written Ballots for each Lot or Dwelling listed on the outside of the Return Envelope. The Return Envelopes shall be placed in a secure place until the date set for the annual or special meeting at which the votes are to be counted. On that day, the Return Envelopes containing the Ballot Envelopes shall be given, unopened, to the Tellers Committee. Written Ballots may also be cast in person on the day of the annual meeting or special meeting, up until the deadline for casting a vote, by placing the Written Ballot ~~in~~ within the Ballot Envelope into the designated ballot box, after the Voting Member's right to vote has been verified by the Tellers Committee. A Voting Member who had previously submitted a Return Envelope prior to the meeting at which the Written Ballots are to be counted, may, ~~prior to the meeting~~ upon verification of said Voting ~~Members~~Member's eligibility to vote and up until the deadline for casting a vote, request that his or her Return Envelope be returned and that a new Written Ballot(s) and a new Ballot Envelope be supplied to permit such Voting Member to submit ~~and~~ a new Ballot Envelope and a new Written Ballot.

Section 5. Voting Members Ticket. Additional nominations of eligible Owners or Voting Members for election to fill one of the vacancies on the Board, which shall be known as a Voting Members Ticket may be made by Voting Members having at least fifty (50) total votes of Voting

Members in the Association presenting a signed petition to the chair of the Nominating Committee not less than sixty (60) days preceding the date of the annual meeting. The Voting Members Ticket shall identify the name of the Owner or Voting Member, and, if he or she meets the qualifications of Article ~~VI~~, Section 1, then his or her name shall be included on the Written Ballot sent to all Voting Members.

Section 6. If no election is held to elect Board members within the time period specified in ~~the~~these Bylaws, or within a reasonable amount of time thereafter, not to exceed ninety (90) days, then Voting Members having at least twenty-percent (20%) of the total votes ~~of~~in the Voting Members Association may bring an action to compel compliance with the election requirements specified in the Bylaws. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board, the Voting Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this Section 6 does not apply.

ARTICLE ~~VII~~VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall exercise for the Association all powers, duties and authority vested in the Association by law, including but not limited to the provisions of CICAA, as amended and in effect from time to time, or by the Restated Covenants, or by the Bylaws, as amended and in effect from time to time, except for such powers, duties and authority reserved by law or by the Restated Covenants to the Voting Members.

The duties of the Board shall include, but not be limited to the following:

- a. To elect from the Board members at the first meeting following the annual meeting the President, Vice-President, Treasurer and Secretary, and appoint such other persons who are authorized to serve as Assistant Treasurer or Assistant Secretary, and define their duties.
- b. To meet at least four (4) times annually.
- c. To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Properties and Facilities and the Reserved Properties and Facilities, including the method of approving payment vouchers.
- d. To provide sound financial planning and financial controls, including adopting authorizations identifying those persons who are authorized to sign Association checks and other corporate documents and to direct the financial affairs of the Association, and obtain adequate and appropriate insurance, and approve the annual budget for the Association.
- e. To prepare and adopt each year an annual budget which shall identify the Association's projected income and expenses for the next year, which shall include an appropriate amount for the repair and replacement of the Association's Common Properties and Reserved Properties, its facilities and equipment, and shall provide an indication of which portions are intended for reserves, capital expenditures, repairs and the payment of real estate taxes. The annual budget shall include a statement of the annual assessment to be paid by the Members Owners for the next year, and the fees to be charged for the next year. Said a copy of the proposed annual

budget shall be ~~published in The Apple Core and posted on the Association's website, communicated to each Owner/Voting Member~~ at least thirty (30) days, but not more than sixty (60) days, prior to the meeting of the Board at which the budget is adopted,

f. To provide all ~~members by publication in The Apple Core and on the Association's website, Owners/Voting Members~~ with a reasonably detailed summary of the receipts, common expenses and reserves for the preceding budget year.

g. To either (i) make available for review to all ~~members~~Owners/Voting Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes with a tabulation of all amounts collected, stating the net excess or deficit of income over expenditures plus reserves; or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts of the Association.

~~h. If the Board determines that to balance the annual budget, an increase in the annual assessment must be levied, the Board may increase the annual assessment prospectively for the following year or for any future period. If the adopted budget or any separate assessment adopted by the Board results in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding year, upon the written petition of twenty percent (20%) of the votes of the Voting Members delivered to the Board within 14 days of the Board's action, the Board shall call a special meeting of the Voting Members to be held within thirty (30) days of the date said petition is delivered to the Board to consider the said budget. Unless a majority of the total votes cast at said meeting reject the budget or separate assessment, it shall be deemed ratified. If the budget is not ratified, the Board shall submit a new budget to the Voting Members, and the procedures set forth in this section shall be repeated until a budget for the next year has been adopted.~~

~~i. To adopt separate assessments for additions and alterations to the Common Properties and Facilities or the Reserved Properties which are not included in the adopted annual budget, which shall be separately assessed and are subject to the approval of a majority of the total Voting Members in the Association voting at a special meeting called for that purpose. Any common expense not set forth in the annual budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against the members.~~

~~j. To adopt separate assessments for expenditures related to an emergency or for expenditure mandated by law, which assessments may be adopted by the Board without Voting Member approval. Emergency means an immediate danger to the structural integrity of any part of the Common Properties or Facilities or to the life, health, safety or property of the Owners.~~

~~k. To adopt separate assessments payable over more than one fiscal year. With respect to such multi-year assessments not covered by subsections (i) and (j) above, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.~~

~~h.~~ To maintain a current roster of all Lots and Dwellings, all of the Owners thereof, the Voting Member designated for each Lot and Dwelling, and the annual and special assessments applicable thereto. Such records shall be kept in the office of the Association and shall be open for examination and copying at convenient hours of weekdays by any Member/Owner or their

authorized agent. To prepare an annual directory of the names and addresses of all MembersOwners and make it available to all MembersOwners upon request and the payment of a reasonable fee.

mj. To borrow such amounts as are required to preserve and maintain the Common Properties and Facilities in accordance with the provisions of Article VI, Section 4 of the Bylaws.

nj. To adopt, publish and make available to the Owners and Voting Members rules and regulations governing the use of the Common Properties and Facilities, the Properties, the Lots and Dwellings and the personal conduct of the Owners, Members, their Occupants and their guests while thereon.

ek. To suspend the enjoyment rights of any MemberOwner for any period not to exceed ninety (90) days for any infraction of its published rules and regulations after the Owner has been given notice of the infraction and an opportunity to be heard.

pl. To establish fines for noncompliance with the Restated Covenants, the Bylaws and the Rules and Regulations, after the MemberOwner has been given notice of the infraction and an opportunity to be heard.

qm. To maintain and make available for inspection and copying the Restated Covenants, the Restated Articles of Incorporation, the Bylaws, the Rules and Regulations adopted by the Board, and Board Policies; those Association records outlined within Section 1-30(i) of the CICA. Such records shall be kept in the office of the Association and shall be open for examination and copying at convenient hours of weekdays by any MemberOwner or their authorized agent, upon payment of a reasonable charge.

rn. To call special meetings of the Voting Members whenever it deems necessary, or at any time upon the written request of one hundred Voting Members holding twenty-five (25) percent (20%) of the total votes of the Voting members Association.

so. To appoint and remove, with or without cause, all officers, agents, and the General Manager of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may be required by law or as deemed appropriate by the Board.

tp. To obtain and maintain fidelity insurance covering persons who control or disburse funds for the Association for the maximum amount that is commercially reasonable available or reasonably required to protect funds that are in the custody and control of the Association.

u. ~~To cause to be kept and made available for examination and copying at convenient hours of the weekdays by any Owner, all Governing Documents; records in chronological order of the receipts and expenditures affecting the Common Properties and Facilities; all contracts, leases and other agreements entered into by the Board; minutes of all meetings of the Board for a period of not less than seven (7) years; Written Ballots for a period of not less than one year; such other records of the Board as are available for inspection by members of a not for profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986, and with respect to any Legal Entities that own Lots or Dwellings, the designation of the Natural Person authorized to vote as a Voting Member. Charges for retrieving and copying any such records shall be made pursuant to Article XVI, Section 4.~~

vq. To exercise oversight and direction over the General Manager's performance, to evaluate annually the General Manager's performance, and to provide the General Manager with a written evaluation report.

wr. To cause an appropriate officer to issue, upon demand by any person and upon payment of a reasonable service fee as determined by the Board, a certificate setting forth whether any and all assessments applicable to any Lot or Dwelling have been paid. Such certificate shall be conclusive evidence that any assessment therein stated to have been paid, has been paid.

xs. In the event of any resale of any Lot or Dwelling, to make available for inspection to the prospective purchaser, upon demand, all such documents as required by law including, but not limited to:

1. A copy of the Restated Covenants, the Bylaws, and all Rules and Regulations.
2. A statement of any liens or unpaid assessments, dues or other charges due and owing from said property.
3. A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
4. A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board.
5. A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.
6. A statement of the status of any pending suits or judgments in which the Association is a party.
7. A statement setting forth what insurance coverage is maintained by the Association.

The General Manager shall furnish the required documents within thirty (30) days of receiving a written request for such information. Charges for retrieving and copying any such records shall be made pursuant to Article XVI, CICA Section 4, 1-30(i)(3).

yt. To analyze trends and provide long-range plans for the future of the Association.

zu. To determine and establish Board policies related to basic operation of the Association.

aa. To provide for official publications of the Association, including but not limited to *The Apple Core* and the ACLPOA website.

bb. To delegate any of its powers in the course of operation to any committeeCommittee, officer, employee or agent as permitted by law.

~~ARTICLE IX~~
ARTICLE VIII

BOARD MEETINGS

~~Section 3.~~ Section 1. Regular Meetings. A Regular Meeting of the Board of Directors shall be held not less than four (4) times each year at such times as the Board may fix. The ~~placed~~ date, time and hour ~~location~~ of all regular meetings shall be posted and published in The Apple Core, at the ~~clubhouse~~ administrative offices and on the Association's website. ~~at least forty-eight (48) hours prior to the meeting. If a Regular Meeting needs to be rescheduled, the date, time and location of the rescheduled meeting shall be posted on the Association's website and at the clubhouse at least forty-eight (48) hours prior to the meeting.~~

Section 2. *Special Meetings.* Special Meetings of the Board may be called by the President, or at least twenty-five percent (25%) of the members of the Board, ~~or upon the written request of fifty (50) or more votes of~~ . Notices of Special Meetings of the Board shall be given to all members of the Board, Owners and Voting Members who shall submit the request to the President at the office of the ~~at least forty-eight (48) hours prior to such meeting setting forth the date, time, location of such meeting and the matter or matters to be acted upon by the Board at such meeting. Notice shall be given by either (i) United States Mail, postage prepaid, sent to recipient's address on file with the Association, or (ii) by hand delivery, or (iii) by any commonly used electronic media, including but not limited to, email or facsimile, pursuant to electronic communication policies adopted from time to time by the Board, provided that the recipient has provided the Association with his or her fax number or email address or other address for receipt of such electronic communication. Alternatively, instead of providing Owners individually with such notice, copies of such notice shall be posted at the administrative offices and on the Association's website at least forty-eight (48) hours prior to such Special Meeting.~~

Section 3. *Notice of Special Meetings And All Meetings Concerning Budget Matters.* All ~~Special Meetings~~ meetings of the Board, ~~and any regular meeting~~ at which the Board proposes to act upon the annual budget of the Association or consider any annual or special assessments (referred to herein as Budget Matters), shall be held only after notice has been given to all members of the Board, all Voting Members and all Owners at least ~~thirty (30)~~ ten (10) days but not more than sixty (60) days, prior to such meeting, in accordance with Section 4, setting forth the date, time, ~~and~~ and location of such meeting and the matter or matters to be acted upon by the Board at such meeting. ~~However, if a majority of the members of the Board determines that a Special Meeting of the Board must be held on an expedited schedule, notice of such meeting may be given to~~ Notice shall be sent to all Owners and Voting Members by any means practicable within at least forty-eight (48) hours but not more than ten (10) days prior to such meeting. Notice of a Special Meeting of the Board on an expedited schedule may be by posting notice on the Association's website, using any telephonic or electronic communication device, and by posting notice at the Clubhouse and other conspicuous places on the Common Properties, and by United States Mail, postage prepaid, if time permits.

Section 4. *Methods for Notice.* ~~Notice of any Special Meeting of the Board or of any regular meeting of the Board at which Budget Matters will be acted upon shall be sent to the members of the Board (i) by United States Mail, postage prepaid, sent to recipient's address on file with the Association, or (ii) by hand delivery, or (iii) by any commonly used electronic media, including but not limited to, email or facsimile, pursuant to electronic communication policies adopted from time to time by the Board, provided that the recipient has provided the Association with his or her fax number or email address or other address for receipt of such electronic communication. Notice~~ Alternatively, instead of such meeting shall be provided to all providing Owners and Voting Members and all other Owners by publication individually with such notice,

~~copies of such notices shall be published~~ in *The Apple Core* and ~~posted~~ on the Association's website and ~~by posting notice at the clubhouse administrative offices~~, or as otherwise authorized under applicable law, ~~or as permitted in Section 3 for a special meeting called on an expedited schedule.~~

~~New Board members shall as soon as practicable after being elected or appointed, complete a form providing the General Manager with his or her regular mailing address, telephone and fax number(s), and email address(s), if applicable. Any changes shall be communicated to the General Manager promptly.~~

Section 5. *Attendance Constitutes Waiver of Notice.* The presence of any Board member or Voting Member at any meeting shall constitute a waiver of the form and time of notice, unless said person states that he or she is present solely to object to the notice, and does not thereafter vote in respect of any action taken at such meeting.

Section 6. *Place and Purpose of Special Meetings.* ~~The place, hour and purpose of each special meeting and any regular meeting dealing with Budget Matters Special Meeting shall be set forth in the notice and publication of such Meeting as provided in Section 4.2 of this Article. No business may be transacted at any special meeting, or in respect of any Budget Matters at any regular meeting, except that mentioned in the Notice of such meeting. No action of the Board of Directors can conflict with any official action taken by the Voting Members at a regular annual/Annual or Special Meeting of the Voting Members.~~

Section 7. *Owner's and Voting Member's Comments.* A portion of every meeting of the Board must be reserved for comments by the Owners and Voting Members, provided, however, the duration and meeting order for Owners and Voting Members' comments is within the sole discretion of the Board.

Section 8. *Meetings Open to Owners and Voting Members.* All regular and special meetings of the Board shall be open to all Owners and Voting Members. All Association business is to be conducted at open meetings, except when the Board determines in its discretion to meet in executive session, either associated with a noticed meeting or separately from a noticed meeting, for the following purposes:

- ~~_____~~ a. to discuss litigation when an action against or on behalf of the Association is ~~_____ being contemplated or has been filed and is pending in a court or administrative tribunal or when the Board finds that such an action is~~ probable or imminent;
- ~~_____~~ b. to discuss third-party contracts or information regarding _____ appointment, employment, engagement or dismissal of an employee, _____ independent contractor, agent, or other provider of goods and services;
- c. to interview a potential employee, independent contractor, agent or other _____ provider of goods and services;
- d. to discuss violations of the Association's rules and regulations;

- e. to discuss ~~or consider a Member's an Owner's~~ failure to pay any annual or special ~~assessment, or common expenses due the Association;~~ or
- f. to consult with the Association's legal counsel.

~~All executive session meetings shall be held in the Association clubhouse or in the Board Room, unless they are unavailable.~~ Any vote on these matters shall be taken at a meeting or portion thereof open to the Owners and Voting Members.

Section 9. *Participation by Telephone.* Members of the Board may participate in any meeting by the use of any means of communication, including audio conference or conference telephone call, by which all Board members participating in the meeting may simultaneously hear each other, and participation in a meeting in such manner shall constitute presence in person at the meeting.

Section 10. *Quorum.* A quorum shall consist of a majority of the members of the Board, incumbent at such time. ~~In no case shall fewer than five (5) votes carry any question voted upon by the Board.~~

Section 11. *Unanimous Board Written Consent.* Any action required by law, the Restated Covenants or ~~the these~~ Bylaws to be, or which may be, taken at a meeting of the Board may be taken without a meeting if a unanimous consent in writing, setting forth the action so taken, shall be signed by all Board members entitled to vote with respect to the subject matter.

Commented [RK3]: Change this to reflect that only a majority or the votes from the board members participating in the meeting are required to carry the question, assuming that there is a quorum of members participating in the meeting.

~~ARTICLE IX~~
~~ARTICLE X~~
REMOVAL OF DIRECTORS

Section 1. One or more members of the Board of Directors may be removed by the affirmative vote of two-thirds (2/3) of the total Voting Members in the Association at a duly called special meeting of the Voting Members pursuant to this Article ~~X~~X.

Section 2. The call for removal may be made by any four (4) or more members of the Board, or upon written request of ~~one hundred twenty-five (125) or more of the votes of Voting Members.~~ Voting Members having at least one hundred twenty-five (125) of the total votes in the Association. Such call for removal shall specifically name the Board member(s) whose removal is sought. If such a call for removal takes place, then a special meeting of the Voting Members shall be called, within sixty (60) days of the call for removal having been received, for the purpose of voting on the removal of the Board member(s) named in the call for removal. The meeting notice for such special meeting shall state that a purpose of the special meeting is to vote upon the removal of the Board member(s) named in the meeting notice. Only the Board member(s) named in meeting notice may be removed at such meeting. At such meeting, prior to the vote for removal taking place, the individuals seeking removal of the Board member(s) shall be given an opportunity to present their reason(s) for seeking such removal and the Board member(s) whose removal is sought shall be given an opportunity to present their defense(s).

Section 3. ~~The call for removal shall identify the causes that support removal. The causes for removal shall include, but not be limited to, failure to attend fifty percent (50%) of the regular meetings of the Board in the twelve (12) month period following the annual meeting, or violation~~

~~of the Restated Covenants, the Bylaws, or the Association's Rules and Regulations, or failure to pay any amounts that are due the Association, or dereliction of duty, or conduct which tends to injure the good name of the Association, disturb its well-being or hamper its work.~~

~~Section 4. The offending charges and specifications of these charges shall be included in the call for removal by those who call for the removal and shall be submitted to the President in writing at a regular or special meeting at which time the Board member shall be provided a copy of the call for removal. The offending Board member shall be given no more than thirty (30) days to submit his or her defense, which shall be in writing and submitted to the President at the office of the Association.~~

~~Section 5. The call for removal and the Board member's defense of these charges shall be presented at any regular or special meeting of the Voting Members. This meeting shall be called within sixty (60) days after the Board member has submitted his or her defense.~~

~~Section 6. A quorum for a meeting to remove shall be one hundred twenty-five (125) votes of the Voting Members, present in person or by Written Ballot. The vote shall be taken pursuant to Article VII.~~

~~ARTICLE XI GENERAL MANAGER~~

~~The Board of Directors shall appoint a salaried General Manager and establish the duties, authority, the compensation and other terms of employment of the manager.~~

~~ARTICLE XII ARTICLE X OFFICERS~~

Section 1. The officers shall be President, Vice President, Secretary, and Treasurer, each of whom shall be elected from among the members of the Board (the Executive Officers), and such other officers as the Board may elect from time to time from among the Board. To the extent permitted by CICA and other applicable law, the Board may delegate any of the duties of any one officer to or among any one or more other officers, or to the General Manager, as the Board may from time to time determine, provided that the duties of the Executive Officers as members of the Executive Committee may not be delegated.

Section 2. The Executive Officers of the Association shall be elected annually by a majority vote of the members of the Board at the first meeting of the Board following the Annual Meeting of Members/Owners. All officers shall hold office until their successors are elected or until they resign or are removed.

Section 3. All officers shall hold office at the pleasure of the Board and may be removed from office at any time, with or without cause, by a majority of the Board.

Section 4. The President shall:

- a. Call to order and preside at all meetings of the Board, the Executive Committee, and of the Voting Members and announce the results of all votes taken at all such meetings.

~~b. Serve for one year.~~

~~e. Approve the election of the chair of each Standing Committee/Commission who was elected by the committee/commission members.~~

~~d.b. Appoint the chair and members of any special committee authorized by the Board. Members expressing an interest to serve on such special committee may make application with such application subject to approval by the Board.~~

~~e.c. See that all lawful orders and resolutions of the Board are carried out.~~

~~f.d. Be a member, *ex officio* without vote, of all Standing Committees/Commissions and special committees/commissions of the Board or the Association.~~

~~g.e. Sign all notes, leases, contracts, mortgages, deeds, and other written instruments approved by the Board.~~

~~h.f. Have the authority to co-sign all checks along with any one of the other signatories authorized by the Board.~~

Section 5. The Vice President shall perform all the duties of the President in his or her absence.

Section 6. The Secretary shall:

- a. Be the Secretary of the Board and Secretary of the Association.
- b. Cause the minutes of all meetings of the Board and of the Voting Members to be kept and, in general, perform all the duties incident to the office of secretary.
- c. Have the authority to co-sign all checks along with any one of the other signatories authorized by the Board, except payroll, and notes of the Association.
- d. In the absence of the President and Vice President, call the meeting to order and preside until the election of a chairman *pro tem*, making this action the first item on the agenda.

Section 7. The Treasurer shall:

- a. Keep the financial records and books of account.
- b. Have the authority to co-sign all checks along with any one of the other signatories authorized by the Board, except payroll, and notes of the Association.
- c. See that full and accurate financial records are kept and audited annually by a Certified Public Accountant at the completion of each fiscal year.
- d. Report the financial status of the Association to the Board of Directors as requested and to the ~~members~~Owners and Voting Members at the annual meeting.

- e. Present to the ~~membership~~Owners and Voting Membership at the regular annual meeting a copy of the budget for the current year and the financial statements for the preceding year.
- f. Be the chair of the Budget/Audit ~~Committee~~Commission

ARTICLE ~~XIII~~XI
COMMITTEES/COMMISSIONS

Section 1. The Board, by resolution adopted by a majority of the Board, may designate one (1) or more committees. Except for the Nominating Committee, each such committee shall consist of at least two (2) or more Board directors and may also consist of Owners, , Voting Members or the spouses of same; provided, however that the majority of the members of each such committee shall be Board directors. Such committees, to the extent consistent with law and as provided in said resolution or as otherwise provided in this Article, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him or her by law. The members of each committee shall be appointed by the Board and serve solely at the direction of the Board. Any member thereof may be removed by the Board whenever in its judgment the best interests of the Association shall be served by such removal.

Section 2. The Board, by resolution adopted by a majority of the Board, may designate one (1) or more commissions, which commissions may not act on behalf of the Association or bind the Association to any action, but may make recommendations to the Board. The members of the commission need not be Board directors but must be Owners, , Voting Members or the spouses of same and shall be appointed by the Board. Any member thereof may be removed by the Board whenever in its judgment the best interests of the Association shall be served by such removal.

Section 3. Each member of a committee or commission shall continue as such until the next meeting of the Board and until his or her successor is appointed and shall have qualified, unless the committee or commission shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 4. One (1) member of each committee and commission shall be chosen as chairperson annually by the committee/commission members.

Section 5. Vacancies in the membership of any committee or commission may be filled by appointment made in the same manner as provided in the case of the original appointments.

Section 6. Unless otherwise provided in this Article or in the resolution of the Board designating a committee or commission, a majority of the whole committee or commission shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee or commission.

Section 7. Each committee or commission may adopt rules for its own governance not inconsistent with the Restated Declaration, these Bylaws or with the rules and regulations adopted by the Board.

Section 8. The Standing Committees/Commissions of the Association shall be:

Executive Committee
Nominating Committee
Recreation ~~Committee~~Commission
~~Maintenance Committee~~

Architectural and Environmental Control Committee
Budget/Audit ~~Committee~~Commission
Conservation ~~Committee~~Commission
Legal ~~Committee~~Commission
Rules and Regulations ~~Committee~~Commission
Tellers ~~Committee~~Commission
Editorial Review ~~Committee~~Commission
Strategic/Long Range Planning Commission
Appeals Board Commission

Unless otherwise provided herein, the members of each committee/commission shall be appointed by the Board, and, ~~except in the case of the Executive Committee~~, may be removed by the Board at any time, and shall consist of a chair, a vice-chair and a secretary, who shall be elected by the members of the committee/commission and two or more additional members. The Board may appoint a Board member as a full member to any committee/commission, who shall be liaison to the Board.

Section 29. The Executive Committee shall:

- a. Consist of the four Executive Officers elected by the Board.
- b. Have supervision over the General Manager's performance.
- c. Provide the General Manager with instructions, directions, goals and objectives regarding his or her duties within the scope of duties and authority delegated to the General Manager by the Board.
- d. Annually evaluate the General Manager's performance with input from all Board members, and recommend for the Board's approval the annual evaluation and a compensation package for the following year consistent with any employment agreement between the Association and the General Manager.
- e. Provide the General Manager with a written evaluation report along with a compensation package each year.
- f. Maintain a personnel file on the General Manager documenting any contract changes, job description changes, and all annual or interim performance evaluations.

Section 310. The Nominating Committee shall consist of seven (7) Owners or Voting Members appointed by the ~~President with the approval of the majority of the~~ Board at the Board meeting preceding the regular annual meeting. Said Nominating Committee shall serve for the year following the next annual meeting. The ~~President~~Board shall make an earnest attempt to appoint to the Nominating Committee Owners or Voting Members who are representative of all of the subdivisions of the Association, with at least one of them being a current Board member.

This Nominating Committee shall serve from the close of such annual meeting until the close of the next annual meeting. The appointment of the members of the following year's Nominating Committee shall be announced by the outgoing President at each annual meeting. Within thirty (30) days after the annual meeting, the immediate past chair of the Nominating Committee shall call a meeting at which the Nominating Committee shall elect its chair, vice-chair and secretary and conduct such other business as may be appropriate to prepare for the nominations to be made that year, including but not limited to, the adoption of Nominating Committee Guidelines, which shall be submitted to the Board for approval.

The Nominating Committee shall recruit candidates who meet the eligibility requirements in Article ~~VIV~~, Section 1, (referred to herein as Eligible Members) and shall make as many nominations for election to the Board as it has received applications from Eligible Members and for all Eligible Members submitted on Voting Members Tickets, ~~but not less than two (2) more than the number of vacancies that are to be filled at the next annual meeting.~~ The Nominating Committee shall interview all of the candidates, and inform all of the Voting Members regarding each candidate's positions on matters regarding the Association's affairs, and cause the candidates' answers to questions related to these matters to be published in *The Apple Core*, to be posted on the Association's website, and to be included with the Written Ballots and other voting materials sent to all Voting Members.

The names of all candidates shall be placed on a Written Ballot ~~as provided in Article VII,~~ which shall be prepared in advance of the time fixed in Article ~~VHVI~~, Section 3 for the mailing of such Written Ballots to the Voting Members. The listing of names on the Written Ballot shall be determined by a lottery conducted by the Nominating Committee.

Section 411. The Recreation ~~Committee~~Commission shall advise the Board on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

~~Section 12 Section 5. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines. At least one member of the Board shall serve as a member of this committee.~~

~~Section 6.~~ The Architectural and Environmental Control Committee (AECC) shall be comprised of not less than three (3) representatives. The Board shall appoint at least one (1) architect, licensed engineer or building contractor to the AECC, if one is available, and at least two (2) Board Members to the committee. In the event the Board is unable to appoint an architect, licensed engineer or building contractor to the AECC, the Association may retain one or more of the same from time to time to consult and advise the AECC in the performance of its duties. The majority of the members of the AECC shall be Board Members of the Association. Any vacancies existing from time to time shall be filled by appointments made by the Board. The AECC, subject to the Board's approval, may engage such inspectors or agents to assist it

in the performance of its duties and responsibilities. No member of the AECC shall participate in the review of any application in which the member has any interest either as an owner or as the provider of any services for which the member is compensated.

The AECC shall have the duties and functions described in Article VII of the Restated Covenants, and shall perform such other functions as the Board, in its discretion, determines. It shall watch for any proposals, programs or activities which may adversely affect the residential value of The Properties or the Common Properties and Facilities and shall advise the Board regarding action the Association should take on such matters.

Section ~~7~~13. The Budget/Audit ~~Committee~~Commission shall be chaired by the Board Treasurer and consist of ~~a member of the Board plus~~ two or more additional members. It shall be the duty of this committee to prepare an annual budget for the fiscal year beginning the first day of January for approval by the Board as provided in Article ~~VIII~~. ~~The Treasurer shall submit a report on the budget and on the financial condition of the Association to the membership at the Annual Meeting of Members. It shall be the responsibility of this committee to cause an annual audit of the Association books by a certified public accountant, and to make such audit available to the dVII.~~

Section ~~8~~14. The Conservation ~~Committee~~Commission shall include a member of the Board and shall advise the Board on matters relating to the protection, preservation and improvement of all land and water areas and all flora and fauna within the Apple Canyon Lake watershed.

Section ~~9~~15. The Legal ~~Committee~~Commission shall advise the Board on any legal matters referred to this committee and shall perform such other functions as the Board, in its discretion, determines. At least one member of the Board shall serve as a member of this ~~committee~~commission.

Section ~~40~~16. The Rules and Regulations ~~Committee~~Commission shall include a member of the Board and shall be responsible for monitoring, modifying and formulating rules and regulations to recommend for approval by the Board.

Section ~~41~~17. The Tellers ~~Committee~~Commission shall consist of not less than five (5) members approved by the Board. The Tellers ~~Committee~~Commission shall;

- a. Not less than two (2) months prior to the commencement of the annual meeting adopt written Tellers ~~Committee~~Commission Guidelines, which will describe the procedures it will follow to count all valid Written Ballots at all votes taken during the following year, which will be submitted to the Board for approval.
- b. Obtain the General Manager's verification that the signature of the Voting Member whose name appears on the Return Envelope is the authorized Voting Member for each ~~of~~ Lot or Dwelling Unit identified on the Return Envelope.
- c. Count all of the Written Ballots cast by all eligible Voting Members; and report the results to the President.
- d. Allow a candidate, or his or her representative, to be present at the counting of the ballots.

- e. Deliver to the General Manager for safekeeping for a period of one (1) year all Return Envelopes and Written Ballots.

All actions shall be taken in such a manner that the vote of any Voting Member shall not be disclosed to anyone, including the members of the Tellers CommitteeCommission.

Section ~~4218~~. The Editorial Review CommitteeCommission shall consist of a member of the Board, who shall be the chair, the General Manager, who shall be the vice-chair, the Managing Editor of *The Apple Core*, who shall be the secretary and such other Owners or Voting Members as the Board may appoint from time to time. This CommitteeCommission shall prepare policies for the acceptance of material to be printed in *The Apple Core*, including, but not limited to, letters to the editor and policies for advertising material printed, which policies shall be submitted to the Board for approval annually.

~~Section 13~~Section 19. The Strategic/Long Range Planning Commission shall formulate, monitor and make recommendations to the Board for additions and deletions to the Strategic/Long Range Plan.

Section 20. The Appeals Board Commission shall listen to appeals filed pursuant to the appeals process provisions set forth in the Rules and Regulations and make recommendations to the Board on each citation at issue following the appeal hearing. In listening to each appeal, the Appeals Board Commission shall listen to each appeal with an open mind and treat each party fairly and with the utmost respect in an effort to provide consistency in the application and enforcement of the Rules and Regulations.

Section 21. With the exception of the Nominating Committee and the Architectural and Environmental Control Committee, each committee/commission shall have power to appoint a subcommittee/subcommission from among its membership or the membershipOwners or Voting Members of the Association and may delegate to any such subcommittee/subcommission any of its powers, duties and functions- subject to the approval of the Board.

Section ~~4422~~. It shall be the duty of each committee/commission to have contact with Owners and Voting Members of the Association on any matters involving functions, duties, and activities within its field of responsibility, and to submit a report to the membershipVoting Membership at the Annual Meeting.

ARTICLE ~~XIV~~XII MEETINGS OF VOTING MEMBERS

Section 1. *Regular Annual Meeting.* The regular Annual Meeting of the Voting Members shall be held on the second Saturday of June at an hour to be set by the Board.

Section 2. *Special Meetings.* Special Meetings of the Voting Members for any purpose may be called at any time by the President, or by any three (3) or more members of the Board, or upon written request of the votes of one hundred Voting Members having at least twenty-five (125) Voting Members, or as otherwise provided, percent (20%) of the total votes in the Bylaws or applicable lawAssociation.

~~Special Meeting Concerning Budget Matters. In the event that a Special Meeting of the Voting Members is called pursuant to Article VIII, Section 1(h) concerning the annual budget approved by the Board, notice of said meeting shall be sent to the Voting Members not less than fourteen (14) days in advance of said special meeting, and said special meeting shall be called within thirty (30) days of the date of delivery of the petition pursuant to Section 3.~~

Section 3. *Notice of Meeting.* Notice of any ~~Special~~ meeting of the Voting Members ~~called pursuant to Section 2 or Section 2a of this Article, or any other provision of the Bylaws~~ shall be given not less than ~~fourteen (14)~~ ten (10) days nor more than thirty (30) days prior to the meeting, unless otherwise provided in the Bylaws. Notice to Voting Members shall be sent (i) by United States Mail, postage prepaid, sent to recipient's address on file with the Association, or (ii) by hand delivery, or (iii) by any commonly used electronic media, including but not limited to, email or facsimile, pursuant to electronic communication policies adopted from time to time by the Board, provided that the recipient has provided the Association with his or her fax number or email address or other address for receipt of such electronic communication, and the Voting Member has given his/her written authorization to conduct business via this method. Notice to all other ~~Members~~ Owners shall be provided by publication in *The Apple Core* and on the Association's website and by posting notice at the clubhouse, or as otherwise authorized under applicable law. Notice shall set forth the nature of the business to be transacted provided, however, that if the business of any meeting shall involve any matter to which another provision of these Bylaws, the Articles of Incorporation, or the Restated Covenants shall otherwise govern notice to the Voting Members, then notice of such meeting shall be given or sent as therein provided.

Section 4. *Attendance Constitutes Waiver of Notice.* The presence of any Voting Member at any meeting shall constitute a waiver of the form and time of notice, unless said person states that he or she is present solely to object to the notice and does not vote or submit a Written Ballot in respect of any action taken at such meeting.

Section 5. *Voting Members Must Register.* Each Voting Member shall register his or her mailing address and, to the extent such Voting Member desires to receive notice by electronic means, such Voting Member's telephone and fax number and email address with the Association and notify it when there is a change in any of such address or information. Notices of meetings shall be sent to the Voting Member at the mailing address or email address or fax number on file at the time of the mailing.

Section 6. *Quorum.* The presence, ~~in person or by Written Ballot, at the~~ meeting of ~~one hundred~~ the Voting Members having at least twenty-five (25) percent (20%) of the total votes ~~of the Voting Members in person or by Written Ballot~~ Association shall constitute a quorum for any action by the Voting Members, provided, however, if the business of any meeting shall involve any matter with respect to which another provision of the Bylaws, the Articles of Incorporation, or the Restated Covenants shall otherwise govern a quorum, then the quorum of such meeting shall be as therein provided.

ARTICLE XV WRITTEN BALLOTS

~~Section 1. — *Written Ballot Defined.* — All matters requiring a vote of the Voting Members, as defined in Article I, Section 1(x) of the Restated Covenants, shall be by Written Ballot which is defined in Article I, Section 1(ee) of the Restated Covenants as follows:~~

~~ee. — Written Ballot shall mean a written document which clearly indicates the vote of a Voting Member being cast on any issue on which a vote of the Voting Members of the Association is taken. A Written Ballot may be cast by a Voting Member either in person at the meeting called for such vote or by mail or by any other means of delivery, provided that such Written Ballot must be delivered to the offices of the Association prior to the commencement of the meeting called for such vote.~~

~~Section 2. — *Casting a Written Ballot Constitutes Attendance at Meeting.* — At all regular and special meetings the Voting Member who casts a Written Ballot(s) shall be deemed to be present at the meeting and shall be counted as present for purposes of determining a quorum and for all other purposes permitted under these Bylaws.~~

~~ARTICLE XVI BOOKS AND RECORDS~~

~~Section 1. — The Board shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:~~

- ~~a. the Association's Governing Documents and plat of survey, and all amendments thereto;~~
- ~~b. the minutes of all meetings of the Association and the Board of Directors for the immediately preceding seven (7) years;~~
- ~~c. all current policies of insurance of the Association;~~
- ~~d. all contracts, leases, and other agreements to which the Association is a party or under which the Association or the unit owners have obligations or liabilities;~~
- ~~e. a current listing of the names and addresses of all Voting Members entitled to vote, and of all other Members;~~
- ~~f. Written Ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to, the election of members of the Board; and~~
- ~~g. the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to, itemized and detailed records of all receipts and expenditures, and such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not-For-Profit Corporation Act of 1936.~~

~~Section 2. — Any Member shall have the right to inspect, examine, and make copies of the records described in subdivisions (a), (b), and (c), of Section 1 of this Article XVI, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined.~~

~~Section 3.—Except as otherwise provided in Section 5 of this Article, any Member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (d), (e), (f), and (g), of Section 1 of this Article XVI, in person or by agent, at any reasonable time or times at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined.~~

~~Section 4.—The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Article XVI shall be charged by the Association to the requesting Member. If a Member requests copies of records requested under this Article XVI, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting Member.~~

~~Section 5.—Notwithstanding the provisions of Section 3 of this Article XVI, unless otherwise directed by court order, an Association need not make the following records available for inspection, examination, or copying by its members:~~

- ~~(a) documents relating to appointment, employment, discipline, or dismissal of Association employees;~~
- ~~(b) documents relating to actions pending against or on behalf of the Association or its Board in a court or administrative tribunal;~~
- ~~(c) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board in a court or administrative tribunal;~~
- ~~(d) documents relating to common expenses or other charges owed by a Member other than the requesting Member; and~~
- ~~(e) documents provided to an Association in connection with the lease, sale, or other transfer of a unit by a Member other than the requesting member.~~

~~ARTICLE XVII~~ ~~AMENDMENTS~~

~~Section 1. These Bylaws may be amended at any regular or Special Meeting of the Voting Members by at least two-thirds (2/3) ~~vote~~ of the votes cast by the Voting Members voting at such meeting, provided, however, that ~~these~~ provisions of ~~these~~ Bylaws ~~which are governed by the Restated Covenants applicable to The Properties~~ may not be amended ~~except as provided in such~~ to conflict with any provisions of the Restated Covenants or law.~~

~~Following the adoption of a modification or amendment, an instrument duly executed by the ~~president~~ President, or such other officer authorized by the Board setting forth said modification or amendment shall be duly recorded, and the amendment or modification shall be effective as of the date of said recording.~~

~~Section 2. Notice of the proposed amendment(s) shall be mailed to all Voting ~~members~~ Members not less than ~~fourteen (14)~~ ten (10) days nor more than ~~forty (40)~~ thirty (30) days in advance of the meeting at which such amendment(s) is to be voted upon.~~

ARTICLE ~~XVIII~~XIV
PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised*, shall constitute the parliamentary authority for the conduct of all meetings of the Board of Directors and meetings of members to which they are applicable and in which they are not inconsistent with the Bylaws, the Articles of Incorporation or the Restated Covenants.

ARTICLE ~~XIX~~XXV
INDEMNIFICATION OF DIRECTORS OR OFFICERS

Section 1. *Actions by Third Parties.* The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a member of the Board, or an officer, or member of a committee or commission of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding, by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2. *Action by the Association.* The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a member of the Board, -or an officer, or a member of a committee or commission of the Association against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 3. *Indemnification in Event of Successful Defense.* To the extent that a director, officer, committee or commission member, employee or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 1 or 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 4. *Procedures for Indemnification.* Any indemnification under Sections 1 and 2 of [this Article](#) (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, committee [or commission](#) member, employee or agent is proper in the circumstances because he or she or ~~it~~[they](#) has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by act of the Voting Members.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of a written undertaking by or on behalf of the director, officer, committee member, employee or agent to repay such amount unless it shall ultimately be determined that he or she or it is entitled to be indemnified by the Association as authorized in this Article ~~XIX~~[XXVIII](#).

Section 5. *Insurance.* The Association is authorized to purchase and maintain insurance on behalf of any person who is or was a member of the Board or an officer or committee [or commission](#) member of the Association against any liability asserted against such person and incurred by such person in such capacity, or arising out of his or her status as such, whether or not the Association has the power to indemnify such person against such liability under the provisions of this Article or the Illinois Not-For-Profit Corporation Act.

~~ARTICLE XX~~
~~EFFECTIVE DATE~~

~~These Bylaws shall become effective November 6, 2011, having been adopted by two-thirds (2/3) of the Members voting at a duly called Special Meeting of the Members on September 24, 2011 and recorded with the Jo Daviess County Recorder of Deeds.~~

Open
discussion
about
COVID-19

13.1
CAMP
update