



**BOARD OF DIRECTORS MEETING**

**January 17, 2026**

**9:00 A.M. – ACL CLUBHOUSE, 14A157 CANYON CLUB DR, APPLE RIVER, IL 61001  
& VIA ZOOM**

**AGENDA**

- 1.0 CALL TO ORDER – 8:00 A.M.
- 2.0 EXECUTIVE SESSION – 8:00 A.M
- 3.0 RETURN TO OPEN SESSION – 9:00 A.M.
- 4.0 PLEDGE OF ALLEGIANCE
- 5.0 COMMITTEE/COMMISSION REPORTS
- 6.0 TREASURER’S REPORT
- 7.0 GENERAL MANAGER’S REPORT
- 8.0 PRESIDENT’S REPORT
- 9.0 ANY ADDITIONS TO THE AGENDA
- 10.0 CONSENT AGENDA – APPROVE/ADOPT MINUTES FROM THE DECEMBER 20, 2025, BOARD MEETING
- 11.0 UNFINISHED BUSINESS
  - 11.1
- 12.0 NEW BUSINESS
  - 12.1 GREENWAY APPLICATGION HANNON 8A239
  - 12.2 INCREASE GOLF COURSE FINES
  - 12.3 MOTORIZED VEHICLES – RECREATIONAL FINE CLARIFICATION
  - 12.4 1<sup>ST</sup> READING RULES AND REG HORSEPOWER ON UTVS
- 13.0 PROPERTY OWNER COMMENTS (3 MINUTES PER MEMBER)
- 14.0 RULES AND REGS LAKE AND BOAT SAFETY
- 15.0 ADJOURN





# Memorandum

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**To:** Board of Directors

**Date:** January 17, 2026

**From:** ACLPOA

**Memo:** 2026-2

**Topic:** December Consent Agenda

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**Recommendation:** To approve/adopt Minutes from December 20, 2025, Board meeting.





# Memorandum

**To:** Board of Directors

**Date:** January 17, 2026

**From:** ACLPOA

**Memo:** 2026-2

**Topic:** December Consent Agenda

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**Recommendation:** To approve/adopt Minutes from December 20, 2025, Board meeting.

**VOTE RECORDED:**

MOTION MADE BY: \_\_\_\_\_

YEA: \_\_\_\_\_

MOTION SECONDED BY: \_\_\_\_\_

NAY: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**Motion:** \_\_\_\_\_ Passed \_\_\_\_\_ Failed \_\_\_\_\_ Tabled



**Apple Canyon Lake Property Owners Association  
Board of Directors Meeting Minutes  
December 20, 2025**

**UNAPPROVED**

**1.0 Call to Order**

Meeting **called to order** by President Nolan Mullen at 8:02 am. Brian Holt in attendance as secretary. Nolan Mullen, Bob Ballenger (via Zoom), Carmel Cottrell, Crystal Erdenberger, Brian Holt, Mark Kosco, Brett Livengood, and Mike Ward were present.

**2.0 Executive Session**

Mark Kosco **moved to proceed to executive session** made at 8:02 am.

**Seconded** by Carmel Cottrell.

**Motion carried** unanimously.

**3.0 Return to Open Session**

Mark Kosco **moved to return to open session** at 9:05 am.

**Seconded** by Brian Holt.

**Motion carried** unanimously.

**4.0 Pledge of Allegiance**

After the Pledge of Allegiance, a quorum was present with the following Directors in attendance: Nolan Mullen, Bob Ballenger (via Zoom), Carmel Cottrell, Crystal Erdenberger, Brian Holt, Mark Kosco, Brett Livengood, and Mike Ward.

**5.0 Committee/Commission Reports**

**Conservation Commission**

Pam Opyd reported a fish kill under the ice. Commission members have taken samples to be tested. The Commission will do watershed presentation for the Board in February. Recommendations coming for several topics, including weed and zebra mussel control, in February/March.

**Nominating Committee**

Mike Yorke reported the committee has met with eight candidates with some interest, five of whom have strong interest. One application has been submitted.

**GM Search Committee**

Mike Yorke reported the committee has received 61 resumes, interviewed eight candidates, and has recommended three to the Board for final interviews.

## **Rules & Regulations Commission**

Brian Holt reported the commission met in December. There will be a workshop during the January Board meeting to discuss lake safety. Expect to see a boater safety certification requirement for boat operators coming in 2026. There were a few other topics discussed as well, for which motions will be forthcoming.

### **6.0 Treasurer's Report**

The Treasurer's Report is available on the website at <https://www.applecanyonlake.org/group/pages/treasurer-s-report>.

### **7.0 Interim General Manager's Report**

The Interim General Manager was not present; the report will be in *The Apple Core*.

### **8.0 President's Report**

The President's Report will be in *The Apple Core*.

### **9.0 Any Additions to the Agenda**

Brian Holt **moved to add** 12.3 Golf Commission Liaison and 12.4 Campground Playground to the agenda.

**Seconded** by Brett Livengood.

**Motion carried** unanimously.

### **10.0 Consent Agenda**

Mark Kosco **moved to approve** the Consent Agenda, which included the following items:

1. To approve/adopt Minutes from November 15, 2025, Board meeting.
2. To approve Dave Allgood stepping down from Chairperson of AECC but remaining as a member.

**Seconded** by Carmel Cottrell.

**Motion carried** unanimously.

## **11.0 Unfinished Business**

### **11.1. Replacement of Nixon Beach Fishing Dock**

Carmel Cottrell **moved to approve** the purchase and installation of a Wave Armor® Floating Dock System with a maximum budget of \$90,000.

**Seconded** by Mark Kosco.

Brian Holt **moved to withdraw the motion** because the project is budgeted for 2026.

**Seconded** by Brett Livengood.

**Motion to withdraw carried** unanimously.

### **11.2. Final Results for 2026 Vision & Long-Range Goals**

Mike Ward **moved to approve** the SLRP Vision & Long-Range Goals Plan-on-a-Page as presented in exhibit 1.

**Seconded** by Crystal Erdenberger.

**Motion carried** unanimously.

## **12.0 New Business**

### **12.1. Greenway Stewardship Application: 1A61 Blackhawk Lane**

Crystal Erdenberger **moved to approve** the Greenway Stewardship Application for 1A61 Blackhawk Lane per the terms and recommendations agreed to in the application.

**Seconded** by Carmel Cottrell.

**Motion carried** 7-0 with Brian Holt abstaining.

### **12.2. Golf Commission Designated Fund Approval**

Mark Kosco **moved to allow** the golf commission to spend up to \$8,000 from their designated fund to finish the Pro Shop Annex.

**Seconded** by Carmel Cottrell.

**Motion carried** unanimously with no response on Zoom.

### **12.3. Golf Commission Liaison**

Brian Holt **moved to accept the resignation** of Mark Kosco as a member of golf commission and liaison to the golf commission.

**Seconded** by Crystal Erdenberger.

**Motion carried** unanimously with no response on Zoom.

**12.4. Campground Playground**

Brian Holt **moved to direct** the General Manager to allow member access to the campground playground parking lot year-round.

**Seconded** by Mark Kosco.

**Motion carried** unanimously.

**13.0 Property Owner Comments**

The Board received comments from several property owners.

**14.0 Adjourn**

Mark Kosco **moved to adjourn** at 10:16 am.

**Seconded** by Bob Ballenger.

**Motion carried** unanimously.

CATEGORY (Subject)		VISION (Desired State)	LONG RANGE GOALS (5 Years)	STRATEGY (Path to Success)	ACTION PLAN * (GM Yearly Objectives)	%
<b>Financial:</b> Revenue Generation, Expense Management, Profitability, and Funding	Property Owner's cost (dues & fees) are controlled by optimizing each amenity's financial contribution against the value it provides and via prudent spending.	Retail amenities (Cove, Pro Shop, Golf, and Marina) are operating at a breakeven or better, providing a positive financial contribution to ACL finances.  Provide more fund raising events to build up designated funds to help finance (future) new projects.  The Foundation is supported by the Board, GM & Property Owners and reaches their endowment goals.  The campground is self-sustaining (e.g. pays for electrical usage) and continues to provide a positive financial contribution.  Provide incentives for lake front shore line preservation and maintenance.	How to achieve vision and long range goals	1.	4%	
				2.	4%	
				3.	4%	
				4.	4%	
				5.	4%	
<b>Operations, Communication &amp; Management:</b> Resources, Systems, Processes, and Tools	The ACL Community (Board of Directors, Staff, Commissions, Committees, Clubs, and Property Owners) work together and are accountable for all aspects of the ACLPOA operation, including resources, leadership, strategic planning, processes, systems, and tools.	Board and GM collaborate with commissions/committees to establish, and review frequently, annual strategies & action plans that support the ACL Vision and Long-Range Goals.  All leaders, managers, and staff are trained, coached, and provided with the tools they need to succeed.  Single POS system used by Golf/Pro Shop, Marina, Office, and Cove, for consistency, efficiency and analytics.  Human Resources (Staff & Volunteers) are sized to meet ongoing needs and enable the GM/Board to focus on planning & strategizing and to drive community involvement.	How to achieve vision and long range goals	1.	4%	
				2.	4%	
				4.	4%	
				5.	4%	
				<b>Infrastructure Maintenance &amp; Preservation:</b> lake, land, roads, trails, and facilities	The lake, land, roads, and trails are maintained and preserved, to optimize the beauty and health of ACL Property.	Build and maintain walking trails and green paths to scenic spots to view the lake (e.g. clubhouse point, mud bog water crossing, spillway look out, etc.).  Add and maintain trails so that every section has easy access to the main trail without driving on the roads and/or in the greenway.  Greenways are maintained on a schedule to reduce invasives and encourage native plants.  Greenway is defined by geographical zones of ecosystem types (forest, oak savanna, and prairie) and preserved as much as possible, with minimal removal of 50' shoreline tree buffer.  Execute existing Watershed Plan (separate document) to optimize lake health (fish, chemicals, nutrients, algae, weeds, zebra mussels, etc.).
2.	4%					
3.	4%					
4.	4%					
5.	4%					

CATEGORY (Subject)	VISION (Desired State)	LONG RANGE GOALS (5 Years)	STRATEGY (Path to Success)	ACTION PLAN * (GM Yearly Objectives)	%
<p><b>Amenities &amp; Services:</b> financial &amp; service evaluation and improvement</p>	<p>Amenities are well maintained, updated, and improved to optimize property owner utilization, experience, and property value.</p>	<p>Nixon Beach area is expanded, enhanced, and hosts more activities &amp; events embraced by Property Owners. Facilities, amenities &amp; assets are routinely evaluated and the R&amp;R (Replacement &amp; Renovation) fund is fully funded, to be able to maintain them. Retail amenities (Cove, Pro Shop, Golf, and Marina) are managed efficiently and effectively to optimize service levels. Marine Services provides quality services, including: sales, maintenance, repair, winterization, and storage.</p>	<p><i>How to achieve vision and long range goals</i></p>	<p>1. 2. 3. 4.</p>	<p>4% 4% 4% 4%</p>
<p><b>Growth &amp; Property Owner Value:</b> population control &amp; property value</p>	<p>Population (Property Owner's, Guests, Renters &amp; Public) growth is controlled, to optimize demand for property and manage amenity capacity &amp; enjoyment.</p>	<p>Managed home growth to align with, and minimize the strain on, our existing infrastructure (roads, lake, trails, amenities, etc) and resources. Implement enhanced security measures (e.g. electronic amenity tracking via Fob) to reduce non-owner authorized access. Tighter controls and regulations on RENTAL properties (limit the quantity &amp; guests, members only, higher fees, amenity access, etc.) to reduce security resources.</p>	<p><i>How to achieve vision and long range goals</i></p>	<p>1. 2. 3.</p>	<p>4% 4% 5%</p>
<p><b>Governance:</b> rules, regulations, and compliance</p>	<p>Compliant Rules &amp; Regulations are established and enforced to protect property owners, and their guest, mitigating personal and property risks.</p>	<p>Rules (including Greenway Program, trespassing, etc.) are enforced, fines are collected, and violation &amp; appeal stats are published. UTVs are allowed on road (lobby with township) to expand recreational usage and reduce ACLPOA's liability. Rules &amp; Regs are updated, easy to understand, and fair, based on changing patterns (e.g. trail structure and vehicle types).</p>	<p><i>How to achieve vision and long range goals</i></p>	<p>1. 2. 3.</p>	<p>5% 5% 5%</p>
<p>Note* - see GM Action Plan document for details</p>				<p>24</p>	<p>100%</p>



# Memorandum

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**To:** Board of Directors

**Date:** January 17, 2026

**From:** Conservation Commission

**Memo:** 2026-1

**Topic:** Hannon 8A239

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**Issue:** The homeowner would like to restore the area and have more native plants grow and keep a more wooded feel. The area mostly has honeysuckle growing underneath the trees which are shading out the natives. Homeowner plans to keep away from the 50 feet buffer zone.

**Recommendation:** Clearing of the underbrush will help give room for natives to reestablish. If the homeowner would like to try and throw some native shade tolerant seeds down after clearing, that would help bring back more natives.





# Memorandum

**To:** Board of Directors

**Date:** January 17, 2026

**From:** Conservation Commission

**Memo:** 2026-1

**Topic:** Hannon 8A239

**Issue:** The homeowner would like to restore the area and have more native plants grow and keep a more wooded feel. The area mostly has honeysuckle growing underneath the trees which are shading out the natives. Homeowner plans to keep away from the 50 feet buffer zone.

**Recommendation:** Clearing of the underbrush will help give room for natives to reestablish. If the homeowner would like to try and throw some native shade tolerant seeds down after clearing, that would help bring back more natives.

**VOTE RECORDED:**

MOTION MADE BY: \_\_\_\_\_

YEA: \_\_\_\_\_

MOTION SECONDED BY: \_\_\_\_\_

NAY: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Motion: \_\_\_\_\_ Passed \_\_\_\_\_ Failed \_\_\_\_\_ Tabled



Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 8A239 Washington Lane - Hannon

Clearing underbrush was started under previous Greenway. Property will continue to clear  
1. underbrush outside the 50' buffer.

Property owner has the option to throw some native shade tolerant seeds after clearing which  
2. would help bring back more natives.

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Signature of Applicant

Mary P. Hannon

Date

12/28/25

ACL Natural Resources Manager

[Signature]

Date

12/1/2025

Conservation Commission member

[Signature]

Date

Nov 8, 2025

Conservation Commission member

[Signature]

Date

11-8-2025

Signature of AECC member  
(If within 50ft buffer zone)

\_\_\_\_\_

Date:

\_\_\_\_\_

Committee/Commission Actions-

Approved

Disapproved

Conservation Commission action:

Date: 12/1/25

Signature of Conservation Commission Chairperson

Pamela Opyd

AECC action:

Approved

Disapproved

Date: \_\_\_\_\_

Signature of AECC Chairperson

\_\_\_\_\_

ACL General Manager action:

Approved

Disapproved

Date: 1-2-26

ACL General Manager Signature

Michael L. Harris

Board of Directors:

Approved

Disapproved

Date: \_\_\_\_\_

# Memo

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**To:** Conservation Committee

**Date:** 11/4/2025

**From:** Tyler Hesselbacher

**Memo:** Greenway Application

**Topic:** Hannon 8A239

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**Issue:**

The homeowner would like to restore the area and have more native plants grow and keep a more wooded feel. The area mostly has honeysuckle growing underneath the trees which are shading out the natives. Homeowner plans to keep away from the 50ft buffer zone.

**Recommendation:**

Clearing of the underbrush will help give room for natives to reestablish. If the homeowner would like to try and throw some native shade tolerant seeds down after clearing, that would help bring back more natives.

# Hannon – 8A239 Washington Lane



# Hannon – 8A239 Washington Lane



Photo #1



Photo #2

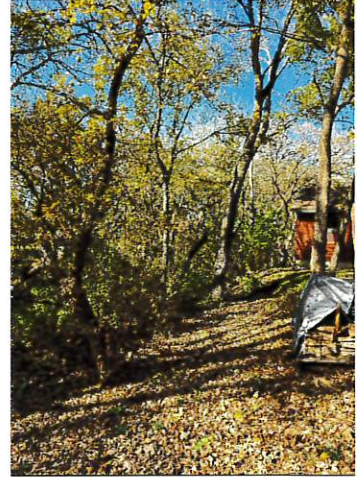


Photo #3



Photo #4



Photo #5



Photo #6



Photo #7



Photo #8



Photo #9 – Tree marks  
50'+ from shoreline

Greenway Stewardship Applicant Agreement

Applicant Name: GARY HANNON

Lot Address: 8A239 WASHINGTON LANE

Mailing Address SEE PREVIOUS APPLICATION APPROVAL

Primary Telephone # 708-295-4358 Email: GRHANNON@YAHOO.COM

• Preferred contact (circle one). Email  Phone

1. Site location (include drawing, pictures, or map).

- Is the site located within the 50ft shoreline buffer zone? Yes  No

(if yes, AECC approval is required.)

PHASE I - NOT WITHIN 50' - PHASE II WOULD BE A NEW APP SUBMITTED

2. Plan for restoring the site.

a. Summary of invasive plants, bushes, shrubs and trees Applicant would like to remove. - HONEYSUCKLE PREDOMINANTLY

b. Types of trees and shrubs to be removed

-Tree/amount- (example: boxelder/5, black locust/4, cedar/3)

< 3" TREES IF ONLY NEEDED AND IF "NON" DESIRABLE ALONG WITH SELECT NON-DESIRABLES AS TAGGED BY CC AND TYLER

-Shrubs- (example: honeysuckle, multiflora rose)

MULTIFLORA ROSES, HONEYSUCKLE

c. Trees to be planted. The Applicant may ask to plant more trees if desired, but planting must be approved by the CC.

NONE @ THIS TIME UNLESS CANOPY ALLOW'S ISSUES IS TO KEEP AREA "SEMI" FORESTED

-Please list trees to be planted. (example: white oak/2, shagbark hickory/1) See attached list of recommend tree species. If you wish to deviate from the

OAK & HICKORY IF NEEDED

approved tree list, the requested tree species need to be approved by CC and or the NRM or their designee.

- d. What planting will take place to restore the site? Must plant native forest or prairie seeds depending on the area. See attached list of approved plant species. If you wish to deviate from the approved planting list, the plantings need to be approved by CC and or the NRM or their designee. AECC prohibits the use of plastic netting for seed covers.

ALL TRIMMING OF TREES AND REMOVAL OF TREES, PLANTS, SHRUBS, AND BUSHES WILL BE REVIEWED BY THE CC, NRM OR DESIGNEE. ALL TREES (3" IN DIAMETER OR LARGER) WILL BE MAPPED, MEASURED AND IDENTIFIED. THE NRM OR DESIGNEE WILL TAG TREES TO BE PRESERVED AND INDICATE TREES TO BE REPLACED OR TRIMMED, AND MAKE ANY CHANGES DEEMED NECESSARY TO THE APPLICANT'S PLAN. *OK*

Work to be done by (circle one): Homeowner  Contractor  *OVER > 1 YEAR*

Applicant acknowledges and agrees that other than the Applicant specifically named in the Application, no individual or entity may perform any portion of the work in the greenway area as outlined in the Application without a written contract in place between such individual/entity and the Applicant.

Applicant further acknowledges and agrees that under no circumstances will any portion of the work be performed in the greenway by any individual or individuals under the age of 18.

Contractor name and number:                     *NA*                    

1. Maintenance plan

- a. Weeding, trimming or watering as needed.

No spraying unless approved by ACL staff.

No spraying native plants, only invasives. *OK*

2. The Applicant must notify the GM via email 24 hrs. prior to start of the project at [greenways@applecanyonlake.org](mailto:greenways@applecanyonlake.org). - *WILL BE ONGOING PROJECT FROM YEARS PAST - SLOW & STEADY !!*

*Deviations from the approved Agreement:* The Applicant acknowledges that any deviation from the approved Agreement will result in a fine. A summary of the trees that were

removed and-or trimmed without approval, and what restoration will be required, will be provided to the Applicant for their immediate action. Additionally, a fine of \$10,000 will be assessed for each tree that was cut down or trimmed without approval. The fine, payable to ACL, will be due no later than ten (10) days after notification via USPS mail and certified mail unless a hearing to contest the fine is requested; the fine will escalate at a rate of 5% per day thereafter. Fines in excess of \$12,500 will result in a lien filed against the Applicant's property and will remain until such time the fine is paid in full and the prescribed restoration is completed. All attorney fees and costs incurred by ACL in relation to any deviation from the approved Agreement will be charged to and be the responsibility of the Applicant.

Applicant agrees to provide the following to ACL either with the initial submission of the Application, if available, or, if not available at the time of initial submission, then prior to performing any work in any greenway area if the Application is approved by the appropriate ACL representatives:

1. A fully executed Volunteer Activities Release, Indemnification and Hold Harmless Agreement.
2. A fully executed Greenway Volunteer Release and Waiver of Liability.
3. A fully executed copy of all contracts entered into by Applicant with any individual or entity to perform any portion of the work in the greenway area as outlined in the Application. All contractors/individuals/entities engaged by the Applicant to perform any portion of the work in the greenway area must acknowledge, in writing, that they are being engaged solely by Applicant in Applicant's personal capacity and not by ACL and such contractors/individuals/entities shall further agree, in writing in a form satisfactory to ACL, to waive all lien rights related to any property owned by ACL, including but not limited to any mechanics' lien rights.
4. A copy of the insurance documentation for any individual or entity hired or engaged by Applicant to perform any portion of the work in the greenway area as outlined in the Application. Such insurance documentation shall name ACL as an additional insured and provide coverage for the work to be performed in the greenway area as outlined in the Application.

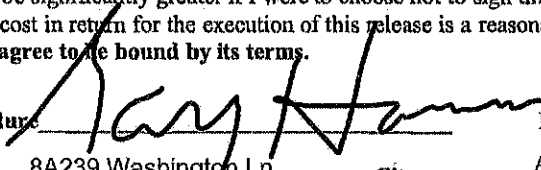
**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in ACLPOA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Apple Canyon Lake Property Owners Association and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that volunteer activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, physical injury, medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature  Print Name Gary Hannon  
 Address 8A239 Washington Ln City Apple River State IL Zip 61001  
 Telephone (708)295-4358 Date 12/28/25

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT**  
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_  
(If notarization is necessary, please sign & stamp this side of form.)

**APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION  
GREENWAY VOLUNTEER RELEASE AND WAIVER OF LIABILITY**

This Release and Waiver of Liability (this "Agreement") is provided by the individual identified below ("Volunteer") to the Apple Canyon Lake Property Owners' Association, a not-for-profit corporation organized and existing under the laws of the State of Illinois (the "ASSOCIATION") and each of its directors, managers, officers, employees, contractors, consultants, insurers, representatives and agents (collectively, with the ASSOCIATION, the "Released Parties").

The Volunteer agrees that all work performed by Volunteer on any portion of the ASSOCIATION common properties including, without limitation, maintenance, decorating, planting and landscaping work within any greenway area (collectively, "Work") will be on a volunteer basis and that Volunteer will not receive any insurance, benefits or compensation for such work. Volunteer shall not be considered an employee of ASSOCIATION and shall not be covered by ASSOCIATION'S insurance policies including, but not limited to, ASSOCIATION'S worker's compensation coverage. Volunteer also understands that as a volunteer, Volunteer does not have any authority, actual, apparent or otherwise, to enter into any contractual arrangement, financial commitment or service commitment on behalf of ASSOCIATION. In the event Volunteer, without the express approval of the Board of Directors of the ASSOCIATION or a designated agent of the ASSOCIATION, enters into any commitment or contract not expressly approved by ASSOCIATION, Volunteer will be personally responsible and liable for any such contract or commitment. Any contractor or other individual or entity hired or engaged by Volunteer to perform any portion of the Work shall only be contracted with by Volunteer on Volunteer's own behalf, and Volunteer shall be responsible for all portions of the Work performed by any contractor, subcontractor, individual or entity hired or engaged, either directly or indirectly, by Volunteer. Volunteer agrees to indemnify, defend, save and hold ASSOCIATION harmless from any and all claims, demands and causes of action arising as a result thereof.

Volunteer hereby agrees and acknowledges that his/her volunteer service to ASSOCIATION involves risk. This risk includes, but is not limited to, injury to Volunteer's person and property. Understanding these risks and in consideration of ASSOCIATION permitting Volunteer to provide volunteer services for ASSOCIATION, Volunteer does hereby voluntarily, fully and irrevocably release, forever discharge, and hold harmless the Released Parties from, and hereby waives all rights to bring now or in the future, any and all claims, demands, actions, damages, losses, and liabilities (whether based in contract, tort (including negligence), or any other theory of liability) arising from or related to the Work, whether or not under the supervision of agents or employees of the Released Parties and whether known or unknown and whether now existing or arising in the future.

This Agreement may be amended, waived or discharged only by written agreement of the parties. A waiver of any of the terms and conditions of this Agreement shall not be construed to be either a waiver of any succeeding breach or a waiver of the term or condition.

I certify that I am at least 18 years of age, have read and understand all of the above, understand the risks involved with the Work, and agree that this Agreement shall be binding upon my heirs, executors, administrators, successors and assignors, and by affixing my signature below, agree to all terms and conditions of this Agreement.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

Signature of Volunteer *Gary D. Hannon* Date 12/28/25

Print Name Gary Hannon

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

Signature of ACL General Manager *Michael C. Harris* Date 1-2-26

Print Name Michael C. HARRIS



# Memorandum

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**To:** ACL Board

**Date:** January 17, 2026

**From:** Rules & Regulations Committee

**Memo:** 2026-3

**Topic:** Golf Course Fines

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**Issue:** Increase fine for noncompliance with general golf course rules.

**Recommendation:**

A motion was made by Smith, seconded by Nyhuis to increase the fine for noncompliance with golf course rules from \$25 to \$100.





# Memorandum

**To:** ACL Board

**Date:** January 17, 2026

**From:** Rules & Regulations Committee

**Memo:** 2026-3

**Topic:** Golf Course Fines

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**Issue:** Increase fine for noncompliance with general golf course rules.

**Recommendation:**

A motion was made by Smith, seconded by Nyhuis to increase the fine for noncompliance with golf course rules from \$25 to \$100.

**VOTE RECORDED:**

MOTION MADE BY: \_\_\_\_\_

YEA: \_\_\_\_\_

MOTION SECONDED BY: \_\_\_\_\_

NAY: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**Motion:** \_\_\_\_\_ Passed \_\_\_\_\_ Failed \_\_\_\_\_ Tabled





# Memorandum

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**To:** ACL Board

**Date:** January 17, 2026

**From:** Rules & Regulations Committee

**Memo:** 2026-RULES 04

**Topic:** Motorized Vehicles – Recreational fine clarification

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**Issue:** Add verbiage to fine for operating a recreational vehicle on Association property.

**Original:**

**Motorized Vehicles- Recreation (page 11)**

- Operating a recreational vehicle on private property. \$100

**Recommendation:**

**Motorized Vehicles- Recreation (page 11)**

- Operating a recreational vehicle on private property or greenspace. \$100





# Memorandum

To: ACL Board

Date: January 17, 2026

From: Rules & Regulations Committee

Memo: 2026-RULES 04

Topic: Motorized Vehicles – Recreational fine clarification

**Issue:** Add verbiage to fine for operating a recreational vehicle on Association property.

**Original:**

**Motorized Vehicles- Recreation (page 11)**

- Operating a recreational vehicle on private property. \$100

**Recommendation:**

**Motorized Vehicles- Recreation (page 11)**

- Operating a recreational vehicle on private property or greenspace. \$100

**VOTE RECORDED:**

MOTION MADE BY: \_\_\_\_\_

YEA: \_\_\_\_\_

MOTION SECONDED BY: \_\_\_\_\_

NAY: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Motion: \_\_\_\_\_ Passed \_\_\_\_\_ Failed \_\_\_\_\_ Tabled





# Memorandum

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**To:** ACL Board

**Date:** January 17, 2026

**From:** Rules & Regulations Committee

**Memo:** 2026-RULES 05

**Topic:** Trail Rule Updates

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**Issue:** Rule changes brought forth by Trail Committee.

**Rules & Regulations recommends the following updated rules to read:**

Section XII. Motorized Vehicles - Recreational:

A. Definitions:

7. "All-Terrain Vehicle" (ATV) - Any motorized off-highway machine, maximum horsepower of 101 or less, traveling on four low pressure tires, designed for one rider per manufactured seat with no more than two seats allowed. Seats are designed to be straddled for operator use, and handlebars or steering wheel for steering control. ATVs are permitted on our trail system, subject to compliance with all other regulations contained herein.

8. "Utility Task Vehicle" (UTV)/ "Side by Side Vehicle" Any motorized off-highway- device, net weight 900 to 1,999 pounds, All motorized recreational vehicles shall be 66" or less measured from the outside tires. All machines must be measured by Association personnel. Maximum number of riders is 6 if UTV is equipped with manufactured installed seat belts. (Max dry weight of 2400 pounds and max horsepower of 101 as determined by manufactures published information.) not a golf- cart or low speed vehicle. Vehicle travels on four or more low pressure tires, with seating for at least two passengers in non-straddle type seats, designed with a steering wheel, brake lights, taillights, and two headlights. Four and six-wheel UTVs/Side by Sides are permitted on our trail system, subject to compliance with all other regulations contained herein

9. "Golf Cart" - A small vehicle primarily designed or manufactured for transportation of persons for golfing. Golf carts are permitted on our trail system, subject to compliance with all other regulations contained herein. Golf carts have a maximum number of riders of 6 with appropriate seating.



12 "Other Authorized Trail Vehicles" - Include snowmachines, (see Section XII Snowmachines for regulations) pedal bikes and Class 1 E-Bikes which have no throttle.

E. Equipment:

3. ATVs/UTVs and golf carts are required to always have headlight(s) and tail lamps(s) turned on, if equipped, during operation.

F. Operation Limitations

7. Motorized recreational vehicles are permitted on trails between the hours of 6:00 a.m. and 10:00 p.m. or one hour after the conclusion of an ACL sanctioned event. Use of headlights and taillights is required if equipped.

15. Remove - All motorized recreational vehicles shall be 66" or less in overall width. After any modifications to a vehicle, it must be re-measured at the Association Office prior to use on the properties.





# Memorandum

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**To:** ACL Board

**Date:** January 17, 2026

**From:** Rules & Regulations Committee

**Memo:** 2026-RULES 05

**Topic:** Trail Rule Updates

---

**Issue:** Rule changes brought forth by Trail Committee.

**Rules & Regulations recommends the following updated rules to read:**

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A. Definitions:

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**VOTE RECORDED:**

MOTION MADE BY: \_\_\_\_\_

YEA: \_\_\_\_\_

MOTION SECONDED BY: \_\_\_\_\_

NAY: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**Motion: \_\_\_\_\_ Passed \_\_\_\_\_ Failed \_\_\_\_\_ Tabled**

