

# THE Apple Core

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The Apple Core is the official monthly newsletter of the Apple Canyon Lake Property Owners' Association, and is the Association's legal vessel used to inform every property owner of important notices, rules and policy changes, board actions, and other pertinent information of which property owners must be aware.

The Apple Core is published in its entirety each month on the Association's website the same day it reaches local homes via the US Postal Service. See Page 2 inside for local delivery dates.

## 2 COMMIT

## + 2 SUBMIT

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# 4 ACL

Voting Instructions &  
Ballots for the Proposed  
Changes to The Declaration  
and Bylaws...

***Coming with Assessments!***

Visit [applecanyonlake.org/townhall](http://applecanyonlake.org/townhall) to get involved! Read the final version of the proposed changes to the Bylaws on pages 18-24 and Declaration on pages 26 - 35.



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# MESSAGE FROM THE GENERAL MANAGER

BY SHAUN NORDLIE

By the time you receive this edition of the Apple Core, many of you will have already received your 2021 Assessment packet. The packet this year is larger than most years due to the vote on the Amended and Restated Bylaws and

Declaration. Included in this packet is a clean version of each document, two ballots, one for each document, a prepaid return envelop to use if you wish to vote with paper ballots, a notice of the election and the Special Meeting of the Board to be held on February 6<sup>th</sup> at 1:00 pm. There is also a notice for the option of voting for the documents online. For those voting members who have supplied the Association with your email address, you also received two emails from electionbuddy.com on Friday, January 8<sup>th</sup> around 8:00 am with your ballots for voting for these documents. The Legal Commission is offering Voting Members as many options as they can to make voting as easy as possible for owners. Voting Members, you have the following options –



- Online voting, Electionbuddy.com has sent out emails to Voting Members with links to the Voting Member distinct ballots. Voting takes less than two minutes, and you will receive confirmation that your ballot has been submitted, if you have not supplied your email address to the Association use the notice in your assessment packet to access the links, you can still use the online voting option. You can also call the office and give us your email and we will forward it to Electionbuddy and have them email your ballots. Reminders will be sent from Electionbuddy if you have not voted yet in the weeks leading up to the Special Meeting on February 6<sup>th</sup>

- You can fill out your paper ballots that are included in your Assessment packet and mail them into the office with the prepaid envelop that is included in your packet. Again, the Legal Commission wanted to make this as simple as possible for owners, so they supplied you with a way to submit them easily.
- You can also email your ballots to me at my email [shaun.nordlie@applecanyonlake.org](mailto:shaun.nordlie@applecanyonlake.org). Just scan your ballots and email them to me.
- You can drop your ballots off at the drop box at the Association Office. Staff checks this box daily, so your ballots will be submitted and counted on the next business day.
- You can drop your ballots off at the Office drive through. Just call the office in advance to let them know you are coming over with your ballots and they will come out to your car and take your ballots.
- You can schedule an appointment to meet with Customer Service staff to handle your Association business and give them your ballots with the rest of your documentation.

If these options do not work for you, please contact me and we will be able to figure out a different way to allow you to submit your ballots. For anyone that would like to review the strike out versions of the documents before voting, these can be found on the Association website, Town Hall page under documents ([www.applecanyonlake.org/townhall](http://www.applecanyonlake.org/townhall)). There is also a Made Simple version which points out the changes and explains why the change is being proposed. The exhibits for the Declaration are also available in this area.

The Legal Commission hopes that with these options every owner takes the time to vote on these documents. If you need any help at all with any of these options, please contact the Office or me, we are happy to help.



# FROM THE PRESIDENT

BY BARB HENDREN

Happy New Year! It's January, and a time for new beginnings. That is especially true this year as we all look forward to a better year in 2021.

Your Association did very well in spite of the challenges presented in 2020 and has ended the year in a very strong position in general terms and also financially. Our General Manager, Shaun Nordlie, the management team, and staff met the COVID-19 pandemic crisis head-on, keeping operations for us all as normal as possible in an extraordinary time. When the crisis hit in March, the management team continued to work from home and had almost daily meetings to keep up with the information released by the state. We were able to keep our employees on the payroll in spite of the fact they were all sent home for a time. When information was released about the PPP loan available for small businesses, Shaun and Ashlee Miller, our Financial Manager, were on top of it, and applied for the loan the moment they were able to legally do so. When our staff was able to return to work, they did so safely, staggering work times in departments in order to social distance.

Shaun, management, and our employees all worked very hard to open amenities as soon as allowable by state mandate, and in most cases had to come up with new procedures in order to use amenities safely. Our managers worked within their budgets, and in some cases, were under budget, all the while not knowing what the results would be for the year when sales were lower, and staff increased in some areas to keep the Association operating and safe.

While all this was taking place, Shaun and our employees were accomplishing their numerous everyday tasks that make our Association run along smoothly. Shaun and the Communications Department instituted a new video section of the weekly *Apple Seed*, which has been a big hit with Property Owners. This improvement in our communication to the membership was crucial in keeping everyone informed of changes in operation. Amenity usage was solid at the pool, golf course, Bathum Trail, on the trails, and definitely on the lake, and our Recreation Department came up with some creative ways allowing Property Owners to have fun in this new pandemic world.

So, kudos to Shaun, his management team, and all of our employees for meeting this crisis of the COVID-19 pandemic head-on and rising to the challenges it presented. They did a fantastic job, and I would like to thank each and every one of them for their contributions with a mind to everyone's safety. ACL is ending 2020 in a solid position. Pro Shop revenues were strong. Our PPP loan was forgiven. We've had a record number of title transfers this year. The Board has approved the Amended and Restated Declaration of Covenants and Restrictions and Amended and Restated Bylaws and those will be voted on by the membership in January. Our Cove lessor is planning to return in 2021.

There are many new beginnings to look forward to in 2021 around ACL. Plans are moving forward with flood mitigation improvements, CAMP Ad Hoc Commissions will be re-convening to decide how best to move forward, we have been approved by the County for our campground pavilion and improvements, the Garden Club is planning a Children's Garden and Adventure Camp Program. The list goes on, and you'll be hearing more about all these projects as plans progress.

**UPCOMING LOCAL DELIVERY DATES**  
*The Apple Core reaches local homes and is posted in its entirety at*  
**[www.applecanyonlake.org](http://www.applecanyonlake.org)**  
*on the following dates.*  
**Feb 4 • Mar 4 • Apr 8**



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### THE APPLE CORE

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 Assistant Editor..... Kirsten Heim  
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 Proofreader ..... Doug Vandigo  
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**THE APPLE CORE:** 14A157 Canyon Club Drive • Apple River, IL 61001-9576

### ACL CONTACT INFORMATION

14A157 CANYON CLUB DRIVE, APPLE RIVER, ILLINOIS 61001  
 PHONE 815-492-2238 | FAX 815-492-2160 | INFORMATION HOTLINE 815-492-2257

### EMERGENCY FIRE, SHERIFF, AMBULANCE – 911

ACL General Manager – [generalmanager@applecanyonlake.org](mailto:generalmanager@applecanyonlake.org) ..... 815-492-2292  
 Association Business Office – [customerservice@applecanyonlake.org](mailto:customerservice@applecanyonlake.org) ..... 815-492-2238  
[bookkeeper@applecanyonlake.org](mailto:bookkeeper@applecanyonlake.org);  
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 Apple Core Editor [applecore@applecanyonlake.org](mailto:applecore@applecanyonlake.org)  
 Apple Core Display & Website Advertising – [ads@applecanyonlake.org](mailto:ads@applecanyonlake.org)..... 815-858-0428  
 Apple Core Classifieds – [applecore@applecanyonlake.org](mailto:applecore@applecanyonlake.org)..... 815-492-2238  
 FAX 815-492-2160

Board of Directors – [board@applecanyonlake.org](mailto:board@applecanyonlake.org)  
 Committee – [officemanager@applecanyonlake.org](mailto:officemanager@applecanyonlake.org)  
 Work Orders – [maintenance@applecanyonlake.org](mailto:maintenance@applecanyonlake.org)..... 815-492-2167  
 Maintenance & Building Dept – [maintenance@applecanyonlake.org](mailto:maintenance@applecanyonlake.org)..... 815-492-2167  
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 Golf Course/Pro Shop – [golf@applecanyonlake.org](mailto:golf@applecanyonlake.org) ..... 815-492-2477  
 Marina & Concession – [marina@applecanyonlake.org](mailto:marina@applecanyonlake.org) ..... 815-492-2182  
 The Cove Restaurant – [coveatacl@gmail.com](mailto:coveatacl@gmail.com) ..... 815-492-0277  
 Pool Office – [pool@applecanyonlake.org](mailto:pool@applecanyonlake.org) ..... 815-492-0090  
 Safety & Security Department (SSD) – [security@applecanyonlake.org](mailto:security@applecanyonlake.org) ..... 815-492-2436  
 K&S Service Center (Boats, Motors and Service)..... 815-492-2504

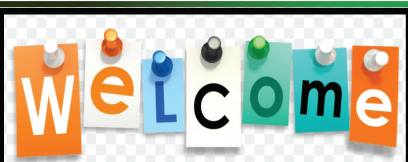
### [www.applecanyonlake.org](http://www.applecanyonlake.org)

Find us on Facebook at Apple Canyon Lake POA. Join the Facebook GROUP: Apple Canyon Lake Property Owners Association

### TOWNSHIP CONTACTS

Thompson Township Supervisor (Erin Winter) ..... 815-492-2002  
 Thompson Township Road Commissioner (Dean Williams)..... 815-845-2391

Member of Community Associations Institute



## TO NEW ACL OWNERS

David & Leigh Ann Eaton  
 Chad & Jessica Soppe  
 Bradley & Meaghan Weitzel  
 Gino & Cathy Bruni  
 Hiedi Werner-Edelson & Neal Edelson  
 James & Janet Bunting  
 David & Paula Reiter  
 Jeremy Kohl  
 Bradley & Karin Kohl

Michael & Laurie Sproule  
 Matthew Heller & Anna Sproule-Heller  
 Monique Morris  
 Piotr & Rezvan Drezek  
 James & Julie Nadig  
 Lynn Meersman & Noe Salinas  
 Beth & John Sullivan  
 Joseph Haniacek & Mariah Lacina  
 Wesley & Michele Bowen



## AMENITY HOURS

See Amenity Hours at: [www.AppleCanyonLake.org/hours](http://www.AppleCanyonLake.org/hours)

### JANUARY HOURS:

Curbside Customer Service - Monday through Saturday: 8am to 3pm daily.

Curbside pick-up and pay-in person appointments must be made in advance. Visit [www.applecanyonlake.org/Q1Guidelines](http://www.applecanyonlake.org/Q1Guidelines) to schedule an appointment.

### Not getting the Apple Seed e-blasts?

If you are not receiving the Apple Seed e-blasts, call the office at 815-492-2238 or email us to make sure we have your correct email address on file.

## 2021 CALENDAR OF EVENTS

### REGULARLY SCHEDULED ACTIVITIES

Due to COVID-19 Guidelines and Restrictions, the Clubhouse is unable to host gatherings. Because of this, all regularly scheduled activities have been temporarily cancelled at this time.

Please consult the Apple Canyon Lake website or weekly Apple Seed eblast for the most recent updates.

### SPECIAL EVENTS – SUBJECT TO CHANGE

#### JANUARY

16..... Sledding Party..... 1-3pm

#### FEBRUARY

20..... Pinewood Derby..... Postponed

#### MARCH

27..... Campsite Swap & Assignment Day ..... 10am

27..... Slip Swap ..... 1pm

28..... Easter Egg Hunt ..... 10:30am

#### APRIL

10..... Slip Assignment Day & Sub-License Slip Assignments ..... 10am

16..... Garden Club Spring Luncheon..... 11:30am

17..... Meet the Candidates..... (following BOD meeting)

24..... Spring Clean-up ..... 1pm

25..... Buddy Bass..... 7am-3pm

#### MAY

16..... Buddy Bass..... 6:30am-2:30pm

22..... BBQ Cook-off..... TBA

30..... Campground Commission Pancake Breakfast..... 8am-12pm

30..... Garden Club Annual Plant Sale..... 8am-12pm

#### JUNE

5..... ACL Garage Sales..... 8am-2pm

12..... Annual Meeting..... Ballots Cast by 1pm

17..... World's Largest Swim Lesson..... TBA

#### JULY

3..... Golf Cart Parade..... 10:30am Check-in

3..... Rumble & Roll Ball Race..... 11am

3..... Fireworks..... Dusk

7-9..... Canyon Kids Camp..... 1-3pm

10..... Open-Air Concert ..... 7-10:30pm

11..... Virtual Kids Fishing Tournament..... All Day Event

17..... Big Cup Tournament..... TBA

18..... Buddy Bass..... 6am-2pm

24..... TT5k for a Cause..... 7:30am

24..... Beer Tasting ..... 12-3pm

24..... Sizzling Summer Concert..... 7 pm

#### AUGUST

7..... Youth Archery Day..... 9am-12pm

7..... Venetian Night..... 8:30pm

7..... Deer Archery Qualifications..... 9am

7..... Deer Archery Orientation..... 1pm

14..... Night Golf ..... TBA

15..... Deer Archery Qualifications..... 9-11am

15..... Deer Archery Orientation..... 1pm

21..... Club Championship ..... TBA

22..... Buddy Bass..... 6:30am-2:30pm

28..... Deer Archery Qualifications..... 9am-12pm

28..... Deer Archery Orientation..... 1pm

28..... Deer Archery Zone Selection (following Orientation) ..... 1:30pm

#### SEPTEMBER

5..... Ice Cream Social & Craft Fair ..... 10am-4pm

11..... Foundation Poker Run ..... TBA

18..... Volunteer Appreciation Dinner ..... 6pm

19..... Buddy Bass Tournament..... 7am

25..... Buddy Classic..... 7:30am-3:30pm

25..... Farm to Table Dinner..... 6pm

26..... Buddy Classic..... 7:30am-3:30pm

#### OCTOBER

2..... Relay for Life Fall Feast..... 5pm

8..... Garden Club Fall Luncheon ..... 11:30am

16..... Halloween at the Campground..... 6pm

16..... Fall Clean-up..... TBA

23..... Haunted Trail..... 6:30 – 9:30pm

#### NOVEMBER

6..... Informational Gathering ..... 1pm

#### DECEMBER

4..... Cocoa & Cookies with Santa ..... 5-6:30pm

4..... Tree Lighting Ceremony ..... 6:30 pm

7..... Jingle Bell Brunch..... 10am



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# APPLE CANYON LAKE FOUNDATION UPDATE

## BY DON FORD, FOUNDATION CHAIR

Your ACL Foundation has now been in existence for two years, with our current Board of Trustees consisting of Sid Kemmis, Gordy Williams, Jody Ware, Crystal Erdenberger, Deb VanDerLeest, Steve Malone, and myself. During that time, the Board and some very dedicated committee members have sponsored a number of successful fundraising events including two Poker Runs, several Meat Paddle Auctions, the Round-Up Program for purchases at the Marina and Pro Shop, a UTV Raffle, and the Bench Program around the lake. These have succeeded because of your enthusiastic support and generosity, and as a result we have been able to raise nearly \$30,000 to date. We are planning another UTV Raffle for next year and hope to make the Poker Run an annual event (COVID-19 willing). In addition, we are in the process of planning a May Day 2021 Auction and possible dinner event that promises to be great fun, again, COVID-19 willing.

10% of every dollar raised or contributed to the Foundation goes into an Endowment Account - the principal of which will never be spent and the investment income ultimately generating enough to annually finance future projects. While this is our long term goal, the Foundation Board would like the membership to see the positive effects their tax-deductible contributions can have toward the stewardship of the ACL properties before we all get too old to enjoy them. Therefore, the Foundation will be helping to financially support the Garden Club initiative for a Children's Garden and Canyon Kid Adventure Project around the pool and clubhouse area outlined in the November Apple Core article by Therese Nelson. We have also discussed the idea of an Outdoor

Classroom/Picnic Shelter Pavilion near the beginning of the Harold Bathum Nature Trail in conjunction with possible future development of the Lower 80 below the dam.

Our goal is to provide for the preservation, conservation, and beautification of the ACL properties by providing a tax-friendly vehicle through which the ACL community can become directly involved. All of this is only possible through the generosity of you, the ACL membership.

Your financial support, whether through any of our fundraising projects, your tax planning strategies, or simply a philanthropic desire to contribute to the ACL we all love and enjoy, is what makes this happen. At this time of year in particular, we are grateful and say "Thank you" for your past and future support.

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## APPLE CANYON LAKE PROPERTY OWNERS' FOUNDATION

The Apple Canyon Lake Property Owners' Foundation is a not-for-profit organization with the mission to provide for the preservation, conservation and beautification of the properties owned by the Apple Canyon Lake Property Owners' Association.

The Foundation will raise and expend funds to be used for environmental improvements, lake restoration, educational programs, and conservation projects that are intended to preserve and enhance the natural beauty, safety, and function of the properties for current and future generations.

Its Board of Trustees initiates and supports the mission of the Foundation. The generous gifts of donors will be invested and distributed in compliance with the Foundation's governing bylaws.

### HOW YOU CAN CONTRIBUTE

Whether you are a member of Apple Canyon Lake or just visit to enjoy the natural beauty, a donation to the Apple Canyon Lake Property Owners' Foundation is a rewarding way to make an impact on Apple Canyon Lake.

Help us preserve Apple Canyon Lake's natural resources. With your support, and others like you, generations to come will be able to enjoy the natural environment.

### GENERAL CONTRIBUTIONS

No gift is too small and all gifts will make a positive impact on the Foundation. Cash, stocks, bonds, and real estate are ways to contribute. Any gift will provide benefits to the Association's future.

### PLANNED GIVING

Planned gifts can be made through a will or trust as part of your estate planning. By naming the Apple Canyon Lake Property Owners' Foundation as beneficiary, you express your values to family and friends, and extend your legacy to future generations.

### TRIBUTE GIFT

A Tribute Gift is a special way to celebrate a birthday, accomplishment, or provide a unique thank-you to honor a family member, friend, or associate.

### MEMORIAL GIFT

A memorial gift to the Foundation offers a thoughtful way to honor or memorialize a loved one.

All contributions, immediate or planned, make a difference now and in the future.

**The ACL Foundation is a 501(c)(3) organization; contributions are tax deductible. Contributions to the Foundation can be made in many ways depending on your financial situation and after appropriate discussion with your tax consultant, accountant, or attorney.**

**To provide for the preservation, conservation, and beautification of the properties owned by the Apple Canyon Lake Property Owners' Association.**

Your generous gift will go towards:

- Environmental improvements
- Lake restoration
- Educational programs
- Conservation projects intended to preserve and enhance the natural beauty, safety, and function of the properties for current and future generations.

If you have questions regarding the Foundation, please contact the General Manager by phone at 815-492-2292, or email: shaun.nordlie@applecanyonlake.org.

### APPLE CANYON LAKE PROPERTY OWNERS' FOUNDATION DONATION FORM

All contributions made to the Apple Canyon Lake Property Owners' Foundation are tax-deductible.

Donor Name(s) \_\_\_\_\_  
As you want it to appear in the list of donors.

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Amount enclosed: \_\_\_ \$10 \_\_\_ \$25 \_\_\_ \$50  
\_\_\_ \$100 \_\_\_ \$150 \_\_\_ \$500 \_\_\_ Other \$ \_\_\_\_\_

This gift is made in \_\_\_ Honor of: \_\_\_ Memory of: \_\_\_\_\_

If your donation is given to honor or memorialize someone, please provide further information.

Name of Individual(s): \_\_\_\_\_

Name and address for notification card (if desired): \_\_\_\_\_

Total Amount Enclosed: \$ \_\_\_\_\_

Make check payable to and mail to:

**Apple Canyon Lake Property Owners' Foundation**  
14A157 Canyon Club Drive, Apple River, IL 61001



# The Apple Canyon Lake Property Owners' Foundation Bench Program

The Apple Canyon Lake Property Owners' Foundation has a new fundraising project to share. With the popularity of our phenomenal trail system around the lake, we are offering a bench program to celebrate our members, families, loved ones, and legacy of fun days at Apple Canyon Lake.

Our members enjoy the opportunity to stop along the trail and sit on a bench. Many of our walkers and runners use the existing benches for stretching to ease the activity. Over forty (40) locations have been identified for members to select from as the perfect location of a bench.

The purpose of the Foundation is to raise and expend funds to be used for environmental improvements, lake restoration, educational programs, and conservation projects that are intended to preserve and enhance the natural beauty, safety, and function of the properties for current and future generations.

Our present project is raising funds for construction of a 24'x36' Outdoor Classroom and Picnic Shelter at the Harold Bathum Nature Trail near the parking area, pending approval by Daviess County Planning and Development Board and the ACL Board of Directors.

Please consider purchasing a bench and having it placed in a very special location. Your support will help us to grow as a Foundation and provide enrichment in the natural settings.

See below for more information on the Bench Program.



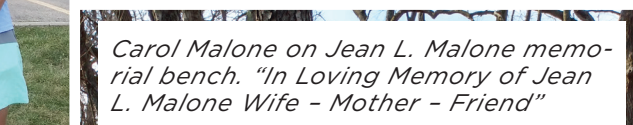
Mary presents Tucker Family Bench. "In Honor of The Tucker Family 2020"



Grandson of Sid & Carlene on Family Bench. "Sid & Carlene Kemmis Family"



Grandkids of Gary Plowman. "In Loving Memory of Gary L. Plowman By His Family"



Carol Malone on Jean L. Malone memorial bench. "In Loving Memory of Jean L. Malone Wife - Mother - Friend"



Gary & Mary Hannon family bench. "In Honor of The Hannon Family 2020"



## A GIFT THAT MAKES A DIFFERENCE

The ACLPO Foundation Bench Program provides an opportunity to honor, celebrate, pay tribute or memorialize.

Funds raised through the Apple Canyon Lake Bench Program go directly to the Apple Canyon Lake Property Owners Foundation to enhance and beautify Apple Canyon Lake properties for owners and their guests to enjoy. It's a meaningful way to make a lasting impression on the community by supporting the Foundation.

### ADOPT A BENCH, \$1,500

- A new bench with a traditional plaque will be purchased and installed in your choice of available locations throughout the Apple Canyon Lake properties. This total includes the bench, installation, commemorative plaque, and 10 years of maintenance.
- Benches are installed at approved sites in the order requests are received.

- Installation depends on the time of year received and the number of preceding orders.
- Choose the specific location for your bench donation from the map

of locations, however the bench's exact location will be determined by ACLPOA staff based on the needs of the Association.

- The Association will order and install the bench at the location of your choice.
- Once the bench is installed, the contact person will receive a letter notifying them that the bench has been placed, and a map showing the location of the bench. If the donor wishes, a card of acknowledgement will be sent to the recipient's family advising that their loved one has been honored or commemorated in this special way.
- A donation period will last 10 years. Within this time, ACLPOF will replace the bench, in the event of damage, at no cost to the donor.
- After 10 years, the bench will be available for renewal for the cost of a new donation, with the first right of refusal given to the original donor. If the original donor opts not to renew, the donated bench and plaque may be removed or rededicated at any time.
- Guidelines for donation, memorial, and sponsorship contributions are available from the ACL Office upon request.

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# NOVEMBER 2020 PRELIMINARY TREASURER'S REPORT

	OPERATING BUDGET						
	MONTH			YEAR TO DATE			ANNUAL
	ACTUAL	BUDGET	OVER/ (UNDER)	ACTUAL	BUDGET	OVER/ (UNDER)	BUDGET
REVENUES *	\$ 207,775	\$ 190,691	\$ 17,084	\$ 3,000,492	\$ 3,080,555	\$ (80,063)	\$ 3,275,701
DIRECT/INDIRECT EXPENSES	216,365	198,680	17,685	2,761,599	2,982,232	(220,634)	3,273,177
OPERATING INCOME (LOSS)	\$ (8,590)	\$ (7,989)	\$ (601)	\$ 238,894	\$ 98,323	\$ 140,571	\$ 2,524

\* Month and YTD Revenues (actual and budgeted amounts) exclude budgeted transfers to Capital projects (\$608k) and RR funds (\$559k)

STATEMENT OF FINANCIAL POSITION				
ASSETS	Operations	Cap Projects	R&R	COMBINED
RESERVE ACCOUNTS	\$ 451,075	\$ 712,080	\$ 1,065,859	\$ 2,229,014
OTHER CASH	\$ 57,711	42		\$ 57,752
RECEIVABLES	\$ 130,736			\$ 130,736
OTHER PREPAIDS ETC.	\$ 83,905			\$ 83,905
<b>TOTAL CURRENT</b>	<b>\$ 723,427</b>	<b>\$ 712,122</b>	<b>\$ 1,065,859</b>	<b>\$ 2,501,407</b>
INVESTMENTS	\$ 272,395		\$ 181,278	\$ 453,673
Due from Capital Project Fund				\$ -
PROPERTY and EQUIP (NET)	\$ 6,870,570	\$ 321,587		\$ 7,192,157
<b>TOTAL ASSETS</b>	<b>\$ 7,866,392</b>	<b>\$ 1,033,709</b>	<b>\$ 1,247,136</b>	<b>\$ 10,147,237</b>
LIABILITIES AND FUND BALANCE				
CURRENT	\$ 491,979			\$ 491,979
Due to R&R Fund				\$ -
DEFERRED INCOME	\$ 268,456			\$ 268,456
FUND BALANCE	\$ 7,105,957	\$ 1,033,709	\$ 1,247,136	\$ 9,386,802
<b>TOTAL LIAB &amp; FUND BAL</b>	<b>\$ 7,866,392</b>	<b>\$ 1,033,709</b>	<b>\$ 1,247,136</b>	<b>\$ 10,147,237</b>

REPLACEMENT & RENOVATION FUND (R&R)					
	MONTH		YEAR-TO-DATE	FISCAL YEAR BUDGET *	REMAINING BUDGET
	<b>BEGINNING FUND BALANCE</b>	\$ 1,246,925	\$ 1,052,116		
Income Earned - Interest	\$ 1,002	\$ 10,601			
Annual Assessment Transfer		\$ 559,000			
Add'l Transfer from Operating	\$ -	\$ -			
Transfer to Capital	\$ -	\$ -			
<b>TOTAL AVAILABLE</b>	<b>1,247,927</b>	<b>1,621,717</b>			
R&R EXPENSED	\$ -	\$ -	\$ -	\$ -	\$ -
LAND & LAKE	\$ 791	\$ 201,755	\$ 400,000	\$ 198,245	\$ 198,245
BUILDING		\$ 10,259	\$ 15,000	\$ 4,741	\$ 4,741
MACHINERY & EQUIP		\$ 100,474	\$ 103,000	\$ 2,526	\$ 2,526
VEHICLE	\$ -	\$ 29,999	\$ 30,000	\$ 1	\$ 1
F&F		\$ 7,093	\$ 11,000	\$ 3,907	\$ 3,907
2019 Carryover		\$ 25,000	\$ 35,000	\$ 10,000	\$ 10,000
<b>TOTAL R&amp;R EXPENDITURES</b>	<b>\$ 791</b>	<b>\$ 374,581</b>	<b>\$ 594,000</b>	<b>\$ 219,419</b>	<b>\$ 219,419</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,247,136</b>	<b>\$ 1,247,136</b>			

\* Fiscal year budget, includes 2019 budgeted carryover of \$35k for two projects:  
 1) \$10k for Buffer Zone demonstration  
 2) \$25k for Cove Roof

PROPERTY AND EQUIPMENT	COST	DEPRECIATION	NET
LAND & LAKE	\$ 8,035,959	\$ 3,881,289	\$ 4,154,670
BUILDINGS	\$ 3,822,924	\$ 1,888,002	\$ 1,934,921
EQUIPMENT	\$ 2,018,410	\$ 1,698,402	\$ 320,008
FURN & OFFICE FIXTURES	\$ 776,305	\$ 764,374	\$ 11,932
VEHICLES	\$ 470,466	\$ 394,869	\$ 75,597
PROJECT DOWNPAYMENTS	\$ 373,442	\$ -	\$ 373,442
<b>TOTALS</b>	<b>\$ 15,497,506</b>	<b>\$ 8,626,937</b>	<b>\$ 6,870,570</b>

CAPITAL PROJECTS		
	MONTH	YEAR-TO-DATE
<b>BEGINNING BALANCE</b>	\$ 1,032,862	\$ 422,314
Annual Assessment Transfer		\$ 608,000
Operating Fund Transfer	\$ -	\$ -
RR Fund Transfer	\$ -	\$ -
Interest	\$ 847	\$ 3,395
Add'l yearly transfer	\$ -	\$ -
<b>TOTAL AVAILABLE</b>	<b>\$ 1,033,709</b>	<b>\$ 1,033,709</b>
ARCHITECT	\$ -	\$ -
ENGINEERING	\$ -	\$ -
CONTRACTOR PAYMENTS	\$ -	\$ -
EQUIPMENT	\$ -	\$ -
LAND IMPROVEMENT	\$ -	\$ -
BUILDING	\$ -	\$ -
INTEREST	\$ -	\$ -
LOAN REPAYMENT	\$ -	\$ -
OTHER (Financing, Postage etc)	\$ -	\$ -
<b>TOTAL CAP PROJ EXP</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ENDING BALANCE (DEFICIT)</b>	<b>\$ 1,033,709</b>	<b>\$ 1,033,709</b>

THESE ARE CURRENTLY ALL CAMP RELATED EXPENSES

Posted: 12/11/20  
 Created: 12/11/20

Submitted by: Ashlee Miller, ACLPOA Financial Manager

## ACLPOA FINANCIAL MANAGER'S NARRATIVE

Based on Preliminary November 2020 Results

November Operating Revenues were \$207,775.

Year-to-Date (YTD) Revenues were \$3,000,492 and were **under** budget \$80,063.

Revenue lines with deviations greater than \$5k from budget were: \*Newcomers

Budget Line (Revenues)	YTD Actual	Over (Under) Budget
Bad Debt Recovery	\$5,079	\$5,079
Advertising Income	\$115,439	(\$6,211)
Social Recreation	\$2,161	(\$25,440)
Building Permits/Septic Program	\$14,635	\$5,395
Pool Parties & Swimming Lessons	\$510	(\$9,615)
Boat Rental	\$58,832	\$24,432
Golf Fees/Season Passes	\$130,183	(\$6,867)
Golf Food & Beverage	\$163,584	(\$24,244)
Marina Concessions	\$211,520	(\$61,480)
Designated Funds	\$6,409	\$6,409

November Operating Expenses were \$216,365.

Year-to-Date (YTD) Expenses were \$2,761,599 and were **under** budget \$220,634.

Expense lines with deviations greater than \$5k from budget were: \*Newcomers

Budget Line (Expenses)	YTD Actual	Over (Under) Budget
Department Wages/Payroll Taxes	\$1,435,153	(\$62,512)
Contract Labor*	\$16,976	\$7,910
Employee Fringes	\$195,361	(\$52,694)
Conference & Training	\$4,447	(\$7,653)
General Supplies	\$16,533	(\$6,442)
Resale Supplies	\$138,812	(\$40,570)
Food & Beverage	\$86,089	\$11,657
Advertising	\$1,420	(\$8,580)
Social & Recreation	\$5,536	(\$16,239)
Maintenance-Equipment	\$31,162	(\$7,839)
Maintenance-Grounds	\$80,676	(\$13,924)
Maintenance-Vehicles	\$7,690	(\$6,410)
Gas & Oil	\$36,337	(\$18,613)
Software & Hardware Supplies	\$15,980	(\$5,520)
Legal Fees	\$51,171	\$12,921
Bad Debt	\$14,829	(\$30,171)
Utilities	\$103,083	(\$18,681)
Insurance	\$179,940	\$34,024

Special Projects	\$14,398	(\$8,102)
Covid-19 Expenses	\$7,953	\$7,953

The above activity resulted in YTD Operating Revenues **greater** than Operating Expenses for an operating income of \$238,894 which was over budget by \$140,571.

R&R expenditures for October were \$791.

R&R expenditures (YTD) were \$374,581 with a remaining budget of \$219,419.

Note: Remaining Budget includes \$10k carryover from 2019.

Submitted by: Ashlee Miller, ACLPOA Financial Manager

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**NEBRASKA LOCATION:**  
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 Blair, NE 68008  
**(402) 426-8110**



## BOARD OF DIRECTORS' UNAPPROVED MONTHLY MEETING MINUTES

Following are UNAPPROVED MINUTES of the December 19, 2020 regular Board of Directors' Meeting. Minutes are in unapproved draft format for informational purposes only, pending approval at the January 23, 2021 Board of Directors' Meeting.

- 2.0 Call to Order – President Barb Hendren called the meeting of the Apple Canyon Property Owners Association to order at 9:02 on Saturday, December 19, 2020.
- Pledge of Allegiance – After the Pledge of Allegiance, a quorum was present with the following Directors in attendance: Barb Hendren, Jody Ware, Steve Borst, Steve Tribbey, Gordon Williams, Henry Doden, Mike Harris and Tom Ohms, all attending via Zoom. General Manager Shaun Nordlie was also in attendance via Zoom. Bob Ballenger was absent.
- 4.0 Approval/Adopt Minutes from the November 21, 2020 Meeting – Steve Tribbey motioned “to approve the minutes from the November 21, 2020 meeting.” Seconded by Tom Ohms. Motion carried with Henry Doden abstaining.
- Jody Ware recommended removing 12.7 from the agenda. Barb Hendren agreed – needing further information for that item.
- 5.0 Treasurer's Report – Treasurer's Report will be in The Apple Core. Next month's Treasurer's Report will have 2020 as a whole.
- 6.0 Committee/Commission Reports
- Deer Management – Gordon Williams reported there was no meeting. Deer harvest as of December 9, 22 does and 4 bucks for a total of 26 deer altogether. Hunters have seen 231 deer this year. Would report that deer counts will continue in 2021.
- Lake Monitoring – no report until spring.
- Recreation – Steve Tribbey reported they have not met since November 16. Several holiday events were canceled but did hold the tree lighting on December 5. Thank you to the maintenance for their help, and Tom Ohms with the lift. Modified cookies with Santa, and Santa did make an appearance at the tree lighting.
- Trails – no report.
- Strategic/Long Range Planning – Jody Ware reported that the January agenda will include walking through the plan for 2021.
- Legal – Jody Ware reported that they have been very busy. In your December Apple Core, included the insert with the proposed bylaws and proposed declaration. We ran a mock copy that will be included with the ballots. Meeting on Monday to talk about electionbuddy.com – the ability to vote online. Hoping to implement this opportunity for those who wish to vote online. Ballots go out January 8th in the 2021 ACL assessments.
- Rules & Regulations – Mike Harris noted that in the board packet today, will be voting on Trash and Recycling and first reading on Fishing Rules.
- Nominating – Barb Hendren reported that three candidates are running for the Board, still need two more people. Anyone interested let Barb or other committee members know. Deadline is January 19 to submit applications.
- Campground – Shaun Nordlie reported that Wednesday night we went in front of Appeals Board of the County for a special use permit to allow us to put the pavilion in and tent sites for water and electric. With that permit, we needed some variances, and all were granted. Joe Wiener did a great job proposing these variances. Won't lose any campsites and weather permitting we can get started. Thanks to Ron Carpenter as well.
- CAMP A&D – no report, will start meeting again in January.
- CAMP F&M – no report, will start meeting again in January.
- AECC – Steve Tribbey reported they met on December 5. 216 building permits year to date. 280 deed transfers, next meeting is January 9, 2021.
- Policy – Jody Ware reported they will be meeting in January.
- Foundation – Jody Ware noted they are promoting Bring your Cash to Trash, selling UTV raffle tickets at the recycling center. That campaign will be going on this weekend. Planning a May Day auction for a fundraiser.
- Conservation – no report.
- 7.0 General Manager's Report – Shaun Nordlie reported they are working with Northstar Technologies for property management system. Goal is to go live on April 1st.
- 8.0 President's Report – will be in The Apple Core.
- 9.0 Property Owner Comments
- 10.0 Consent Agenda
- 10.1 Committee/Commission Changes – Mike Harris motioned “to appoint Steve Swedberg to the Conservation Commission, Nick Gouskos to the Budget Commission, and Dave Allgood to the AECC.” Seconded by Gordon Williams, motion carried.
- 11.0 Unfinished Business
- 11.1 Rules & Regulations – Trash & Recycling – Steve Tribbey motioned “to approve the Rules & Regulations section Trash Disposal & Recycling as included in the December Board packet.” Seconded by Tom Ohms. Discussion: Tom Ohms asked about setting up payment, etc. with the new Northstar system, pay online, etc. Shaun Nordlie – yes, will have that ability. Motion carried.
- 11.2 Social Media Policy - Tom Ohms motioned “to approve the Social Media Policy as included in the December Board packet.” Seconded by Gordon Williams. Discussion: Steve Tribbey - #11 – removing sale of any goods or services. Facebook Marketplace? Shaun Nordlie – completely different site. Recommending going to county site. Mike Harris – cancel completely and not have this at all since we are having some issues. Shaun Nordlie – still feels it has a benefit. Over 1,000 people on that page. Recommendations are worthwhile for owners. But we have had that discussion in the past. Motion carried.
- 11.3 Membership Records Policy - Jody Ware motioned “to approve the Membership Records Policy as included in the December Board packet. Seconded by Steve Tribbey. Discussion: Mike Harris – page 1, 2nd to last paragraph, IL Condominium Act – where did that come from? Shaun Nordlie – we added. In the Condo Act it has the language about commercial purposes. It is in the Condo Act, but not in CICAA, so we have to create the policy. Steve Tribbey – Exhibit A – submit a written request to Board of Directors? Will that be an item on our agenda every month? Barb Hendren – no, delegated to Shaun Nordlie. Motion carried.
- 12.0 New Business
- 12.1 General Manager's Compensation Package – Gordon Williams motioned “to approve Mr. Nordlie's compensation package, as agreed upon by the Board of Directors.” Seconded by Mike Harris. Motion carried.
- 12.2 General Manager's Short- and Long-Term Goals – Steve Tribbey motioned “to approve the 2021 Job Performance Goals for Shaun Nordlie recommended by the Executive Committee for the General Manager.” Seconded by Steve Borst. Tom Ohms – thank Shaun for all of his hard work with COVID and keeping things moving at ACL. Motion carried.
- 12.3 Employee Bonuses - Steve Borst motioned “to approve the employees' compensation bonuses as agreed upon by the Board of Directors. Seconded by Steve Tribbey. Steve Borst – General Manager and staff all did a fantastic job. Really proud to be an ACL member. All agreed. Motion carried.
- 12.4 Lot Combination Request – Hendren – Jody Ware read and motioned “to approve the Lot Combination Agreement requested by Allen & Barbara Hendren for lots 76 and 77 in the Apache (7) subdivision. Once recorded, the Lot Combination Agreement may not be revoked or rescinded. Seconded by Mike Harris. Motion carried.
- 12.5 Conservation Commission – Creel Limit Change – Gordon Williams motioned “to approve the request to change the creel limit for 2021 for bluegill to 25 bluegills, with only 8 of these bluegills over 8”. Seconded by Tom Ohms. Gordon Williams – thanks to Joe Rush for all of his recommendations to the Lake. Our fishery is improving, and ACL will have a top-class lake in the state of IL. Would like to insert a word in the recommendation – saying 'daily' creel limit. Support anything Joe brings to us. Excellent advisor for us. Gordon Williams is amending motion to add daily – second by Henry Doden. Tom Ohms – this is a good thing and 2nd on what was said about Joe Rush. Shaun Nordlie – education will start in January and get posters etc., going so members know of the change. Barb Hendren – how do we enforce this? Gordon Williams – maybe we need to focus on ACL enforcement and what are our procedures for that enforcement. Shaun Nordlie – we had a plan in place this year (prior to COVID). We do have dedicated people on the Lake now. Kelly will be involved as well. Tom Ohms – a lot of discussion in Conservation about enforcement. Felt that educating people and why we want the limits helps us enforce. Motion carried to include 'daily' limit.
- 12.6 Dredge Repair – Steve Tribbey motioned “to approve the expenditure of repairs to the dredge for an amount not to exceed \$15,903.31 with \$14,643.31 to be paid to Ellicott Dredge Technologies of New Richmond, WI and \$1,260 to be paid to Lyons Well drilling Company of Stockton, IL using unused money out of the 2020 R&R budget.” Seconded by Mike Harris. Discussion: Dredge is back here already. Mike Harris – why is this coming out of R&R? Should be coming out of Operating. Steve Borst – on radar for Budget Commission discussion for clarification. Agree with Mike Harris – due to it being repairs, should come out of Operating. Will bring up during budget meetings to understand new accounting policy. Henry Doden – original estimate from dredge company was about 15,000 to repair included pump issues. Shaun Nordlie – original quote was \$23,468 included everything in case we had pump issues. Shaun Nordlie – fine with putting this in Operating. Amended motion – replace R&R with Operating. Steve Tribbey motioned “to amend the recommendation to Operating.” Seconded by Mike Harris. Approve expenditure of repairs 15,903.31 with 14,643.31 to Ellicott Dredge Technologies and \$1,260.00 to Lyons Well Drilling, using unused money out of 2020 Operating budget. Motion carried.
- 12.7 Permission to Negotiate Fees with Lien/Foreclosure Lot Owners - Removed from agenda.
- 12.8 Rules & Regulations – Lake – 1st Reading - Jody Ware motioned “to suspend Roberts Rule of Order, seconded by Henry Doden. Discussion: Barb Hendren – scuba diving – prior notice for Security? Shaun Nordlie – as long as we know and flags are out there, don't need to necessarily have prior notice. Steve Tribbey – boaters on lake – educated on scuba diver flags and what they mean? Shaun Nordlie – divers are in no wake zone, boaters should not be flying around. We don't have a lot of scuba divers. Gordon Williams – markers are pretty large. Henry Doden – Security out near the scuba divers – educate Property Owners better. Jody Ware – one of Shaun's goals for 2021 – Lake and Trail education for owners. Barb Hendren – new app from Northstar too. Jody Ware – question for Mike Harris – proposed changes coming from recommendation from attorney? Mike Harris – coming from Shaun and staff. Shaun Nordlie – some is language that attorney wrote for pool and smoking. Since we are reviewing all documents, we are not having attorney review all now. Using some of his language, however. He is not writing these for us. Barb Hendren – there will be more next month to get caught up.
- 12.9 Fishing Rules & Regulations – 1st Reading – Discussion: Jody Ware – no #5 – need to renumber. Steve Borst – do we allow fishing at Nixon Beach? Shaun Nordlie - not at the beach area. Steve Borst – should that be posted here? Shaun Nordlie - goes back to Lake, but Shaun will add.
- 12.10 Open Discussion about COVID 19 – not a lot of change. Continue to Zoom, Pro Shop restrictions and watch and see what happens. Office has their guidelines out, helping owners make appointments that want to come in. Tim is working on forms so they are on the website. Trying to make it as easy as possible for owners.
- 13.0 Other
- 13.1 CAMP Update – Shaun Nordlie - will startup CAMP commissions in January or February to start talking about timeline. Ashlee and Shaun working on new models for flood mitigation and phase 1. Better answers in the next month or so.
- Jody Ware motioned “to resume Roberts Rule of Order,” seconded from Mike Harris.
- Motion to adjourn from Mike Harris at 10:21 a.m.  
Recording Secretary, Rhonda Perry  
President, Barb Hendren  
Corporate Secretary, Steve Tribbey



# MONTHLY COMMISSION REPORTS

## ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE MINUTES

DECEMBER 5, 2020  
UNAPPROVED

- 1.0 Call to Order – Chair Cindy Zophy called the meeting to order at 8:00am with the following committee members in attendance in person: Jim Frank, Steve Tribbey. Building Inspector Joe Wiener. Via Zoom: Bob Ballenger, Mike Harris, Barb Hendren, Tom Ohms, Gordy Williams, and General Manager Shaun Nordlie. Guests via Zoom: David Allgood and Norm Vandigo. Absent: Bill Ware. A quorum was attained.
- 2.0 Approve Minutes of the November 7, 2020 meeting – Barb Hendren moved to approve the minutes of the November 7, 2020 meeting as written. Seconded by Jim Frank. Passed unanimously.
- 3.0 Property Owner Comments
- 4.0 Building Inspector’s Report – 216 building permits issued YTD which includes four new houses. Many new improvements, there are 12 permits that have not been picked up yet. A lot of shoreline work. 280 deed transfers - houses and lots. Discussion on fences on either side of a house on Hale Ct.
- 5.0 New Business
  - 5.1 7A230 Mesa Ct – variation to allow side yard setback encroachment - Jim Frank moved to approve the granting of a variance providing for the revision of approved ACL Permit 20-088 allowing the encroachment of a portion of the southeast corner of the new attached screened deck into the side yard setback as per the submitted plans. AECC is granting written approval in accordance with ACL Code 102.1F. All other requirements for ALC Permit 20-088 remain. The granting of this variance is contingent upon the granting of a corresponding variation by the Jo Daviess County Board. Seconded by Gordy Williams. Wiener mailed a notice two weeks ago to the surrounding property owners of this variation request but has not received any responses as of today’s date. Discussion on when response is required, Wiener had noted in that letter that they had until 12/2/20 to respond. Discussion on “hardship” and “practical difficulties”. Motion passed with 7 years.
  - 5.2 8A140 Concord Ln – exterior remodeling, landscaping - Mike Harris moved to approve as per the submitted plans, to permit the remodeling of the dwelling’s interior, rebuilding the attached deck, balcony and steps, addition of a new sidewalk from the dwelling to Liberty Bell Ct. with a new culvert at the street, the addition of a porch roof over the attached deck at the garage, the replacing of a door with a window. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. Approved Jo Daviess Building and Zoning permits and a Thompson Township permit are required before construction may begin. No variance is granted. Seconded by Bob Ballenger. Discussion on the interior remodeling needing a permit as part of this motion. Wiener does check with the JD County to assure they have inspected for their areas of responsibility. Motion passed with 7 years.
  - 5.3 7A81 W Apple Canyon Rd – detached garage - Gordy Williams moved to approve as per the submitted plans, the construction of a detached single story 768 sf garage as per the attached plans and ACL Code 112.3 including a driveway extension. Lot corner posts and structure setbacks and the structure location must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. Approved Jo Daviess Building and Zoning permits and a Thompson Township acknowledgement are required before construction may begin. No variance is granted. Seconded by Jim Frank. Discussion on location on lot, on color of siding, and pitch of roof. Motion passed with 6 years and Ohms abstaining.
  - 5.4 6A26 Gettysburg – attached deck extension with roof - Steve Tribbey moved to approve as per the submitted plans, the remodeling and rebuilding of the attached deck, and steps, addition of attached decks to the north and south sides of the dwelling, and a porch roof over the attached deck at the front of the dwelling. Materials and colors to match existing. Silt fencing shall be installed and maintained throughout the project and all lot corner posts, structure setbacks and structure locations must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. Approved Jo Daviess Building and Zoning permits are required before construction may begin. No variance is granted. Seconded by Barb Hendren. Discussion that this project meets all setback requirements. Motion passed with 6 years and Frank abstaining.
  - 5.5 1A53 Raindance Ct – addition, interior remodel - Tom Ohms moved to approve as per the submitted plans, the remodeling and expansion of the dwelling by converting the existing attached garage into living space, remodeling the front entry, adding bathroom, living space and mechanical space on new crawl space. The exterior materials and colors will match the detached garage. Lot corner posts and structure setbacks and the structure location must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. Approved Jo Daviess Building and Zoning permits and a Health Department acknowledgement are required before construction may begin. No variance is granted. Seconded by Steve Tribbey. Discussion on septic and setbacks. Motion passed with 7 years.
  - 5.6 Other New Business – A few questions were asked of Dave Allgood regarding his interest in joining AECC.

- 6.0 Unfinished Business
  - 6.1 Other Unfinished Business – Discussion on the 12 permits that have not been picked up yet and how long they remain valid.
  - 7.0 Next Meeting Date – January 9, 2021
  - 8.0 Adjournment by Harris at 8:50am.
- Respectfully submitted, Steven Tribbey
- .....

## LEGAL COMMISSION MINUTES DECEMBER 3, 2020 UNAPPROVED

- Call to Order – Sandra Malahy, Chairperson pro tem, called the meeting to order at
- 6:02 p.m. Members present via Zoom: Sandra Malahy, Steve Jennings, Jody Ware, Bill Doran, and General Manager Shaun Nordlie. Absent: Dave Allgood.
- 2.0 Approve the minutes of the November 4, 2020 meeting – Steve Jennings made a motion to approve the minutes of the November 4, 2020 meeting, seconded by Bill Doran. Minutes were approved by Bill Doran, Jody Ware, Steve Jennings, and Sandra Malahy.
- Dave Allgood entered the meeting at 6:06 p.m.
- Unfinished Business
- 3.1 Discussion on Communicating to the Membership the Importance of Voting - Jody discussed the two articles she submitted for the December Apple Core and encouraged each Commission member to submit an article for the January Apple Core. The deadline for submitting articles is December 22, 2020.
- New Business – This agenda item was not discussed.
- 5.1 The Commission discussed the availability of using DocuSign, Ezvote.com, or another means to allow members to vote electronically.
- 5.2 Shaun and team will place signs around ACL to that encourage members to vote.

## BOARD ACTIONS

### OCTOBER

- 10.1 Committee/Commission changes – APPROVED
- 10.2 Appeals Board decisions – APPROVED
- 11.1 Board Policy – Delinquent Dues Fee – APPROVED
- 11.2 Amended & Restated Declaration of Covenants & Restrictions – 2nd READING, NO MOTION REQUIRED
- 11.3 Amended & Restated Bylaws – 2nd READING, NO MOTION REQUIRED
- 12.1 Adopt the 2021 Operating Budget – APPROVED
- 12.2 Adopt the 2021 R & R Budget - APPROVED
- 12.3 Adopt the 2021 Operating and Building Fee Schedules – APPROVED
- 12.4 2021 Calendar – APPROVED
- 12.5 Foreclosure of liens – APPROVED
- 12.6 Lot Combination request - APPROVED
- 12.7 Maintenance Commission – TABLED
- 12.8 Budget Commission Bylaws recommendation – 1st READING, NO MOTION REQUIRED
- 12.9 Open discussion about COVID-19 – NO MOTION REQUIRED
- 13.1 CAMP update – NO MOTION REQUIRED

### NOVEMBER

- 10.1 Committee/Commission changes – APPROVED
- 11.1 Amended & Restated Declaration of Covenants & Restrictions – 3rd Reading - APPROVED
- 11.2 Amended & Restated Bylaws – 3rd Reading – APPROVED
- 11.3 Maintenance Commission - FAILED
- 12.1 Rules & Regulations – Trash & Recycling – 1st Reading – NO MOTION REQUIRED
- 12.2 Social Media Policy – 1st Reading – NO MOTION REQUIRED
- 12.3 Membership Records Policy – 1st Reading – NO MOTION REQUIRED
- 12.4 Northstar Purchase - APPROVED
- 12.5 Garden Club Children’s Garden – PLANTINGS APPROVED
- 12.6 December meeting date – DATE NOT CHANGED
- 12.7 Open discussion about COVID-19 – NO MOTION REQUIRED
- 13.1 CAMP update – NO MOTION REQUIRED

### DECEMBER

- 10.1 Committee/Commission Changes – APPROVED Unfinished Business:
  - 11.1 Rules & Regulations – Trash & Recycling - APPROVED
- 11.2 Social Media Policy - APPROVED
- 11.3 Membership Records Policy - APPROVED
- 12.1 General Manager’s Compensation Package – APPROVED
- 12.2 General Manager’s Short- And Long-Term Goals – APPROVED
- 12.3 Employee Bonuses – AMENDED & APPROVED
- 12.4 Lot Combination Request – Hendren - APPROVED
- 12.5 Conservation Commission – Creel Limit Change – APPROVED
- 12.6 Dredge Repair – AMENDED & APPROVED
- 12.7 Permission to Negotiate Fees With Lien/Foreclosure Lot Owners – REMOVED FROM AGENDA
- 12.8 Rules & Regulations – Lake – 1st Reading – NO MOTION REQUIRED
- 12.9 Rules & Regulations – Fishing – 1st Reading – NO MOTION REQUIRED
- 12.10 Open Discussion About COVID-19 – NO MOTION REQUIRED



# MONTHLY COMMISSION REPORTS

- 5.3 Bill stated he did not submit a December Apple Core article as stated in the November minutes, but would submit a January article.
  - 5.4 February 6, 2021 is the special meeting to count the ballots.  
Next Scheduled Meeting Date – Monday, December 21, 2020 at 6:00 p.m. via Zoom.
  - 7.0 Adjourn – Steve Jennings made a motion to adjourn the meeting at 6:40 p.m.  
Respectfully submitted, Sandra Malahy
- .....
- LEGAL COMMISSION MINUTES  
DECEMBER 21, 2020  
UNAPPROVED**
- 1.0 Call to Order – Sandra Malahy, Chairperson pro tem, called the meeting to order at  
6:01 p.m. Members present via Zoom: Sandra Malahy, Jody Ware, Dave Allgood, Bill Doran, and General Manager Shaun Nordlie. Absent: Steve Jennings.
  - 2.0 Approve the minutes of the December 3, 2020 meeting –Jody Ware made a motion to approve the minutes of the December 3, 2020 meeting, seconded by Bill Doran. Minutes were approved by Bill Doran, Jody Ware, Steve Jennings, and Sandra Malahy.
  - 3.0 Unfinished Business
  - 3.1 Discussion on Articles for the January 2021 Apple Core -
  - 3.1.1 Jody stated she has two articles.
  - 3.1.2 Dave Allgood stated he has one article.
  - 3.1.3 Shaun will submit an article regarding electronic voting.
  - 4.0 New Business
  - 4.1 February 6, 2021, 1:00 p.m. Election Meeting
  - 4.1.1 This is a Special Meeting of the Voting Members for the Purpose of the Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owner’s Association to completely replace, in their entirety, the current declaration and bylaws recorded in 2017.
  - 4.1.2 Ballots will be counted up to 12:00 p.m. the day of a meeting.
  - 4.1.3 If a quorum is not met, a meeting will be held within 30 days which will be March 6, 2021.
  - 4.2 Sample of Documents for Mailings

- 4.2.1 The mailing will include a pamphlet with both documents, both ballots, an envelope, the official notice, and directions how to submit a vote.
  - 4.3 Election Method for Counting Votes
  - 4.3.1 Shaun researched electronic voting software packages and shared his discussion with the Commission regarding his conversation with K&C.
  - 4.3.2 The recommendation is to secure Electionbuddy.com software.
  - 4.3.3 There are approximately 648 voting members who have not submitted e-mail information to the ACL office.
  - 4.3.4 The Commission discussed all choices available to members to cast their vote and reviewed the guidance in the Declaration and Bylaws.
  - 5.0 Other – This agenda item was not discussed.
  - 6.0 Next Scheduled Meeting Date – TBD
  - 7.0 Adjourn – Jody Ware made a motion to adjourn the meeting at 7:10 p.m.  
Respectfully submitted, Sandra Malahy
- .....

**NOMINATING COMMITTEE MINUTES  
DECEMBER 10, 2020  
UNAPPROVED**

- 1.0 Call to Order - The meeting was called to order by Chair Mike Yorke at 9:06am.  
Members present via Zoom: Chair Mike Yorke, Barb Hendren, John Killeen, JoAnn Blackmore, and Secretary Dave Bohnenkamp. Absent: Tom Sheehan, Bill Bourell. General Manager Shaun Nordlie was also present.
- 2.0 Approve Minutes - Minutes were approved from November 12, 2020.
- 3.0 Recruitment of Candidates - Committee members reported on nine candidates. One candidate seriously interested in running with two more possible. Chair Mike Yorke expressed to committee members to continue to seek other possible candidates.
- 4.0 Finalize Candidate Questionnaire - Discussion on seven questions to be changed for candidates. Questions for candidates updated by General Manager Shaun Nordlie per committee members approval.
- 5.0 Next Meeting - January 7, 2020 at 9:00am.
- 6.0 Adjournment – Meeting adjourned at 9:45am.  
Respectfully submitted, Dave Bohnenkamp, Secretary



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# COMMISSION ROSTERS

as of 12/19/2020

## Appeals

(2nd Saturday of each month, if needed)  
 Petelle, Edie ..... Chair  
 Helgason, Janet ..... Secretary  
 Beckel, Ron ..... Member  
 Miranda, Rich ..... Member  
 VanDerLeest, Roger ..... Member

## Architectural & Environmental Control

(1st Saturday of each month, 8am)  
 Zophy, Cindy ..... Chair  
 Frank, Jim ..... Vice Chair  
 Tribbey, Steve ..... Secretary/Board Liaison  
 Allgood, David ..... Member  
 Ballenger, Robert ..... Board Liaison  
 Harris, Mike ..... Board Liaison  
 Hendren, Barb ..... Board Liaison  
 Ohms, Tom ..... Board Liaison  
 Ware, William ..... Member  
 Williams, Gordon ..... Board Liaison  
 Wiener, Joe ..... Staff

## Board of Directors

(3rd Saturday of each month, 9 am)  
 Hendren, Barb ..... President  
 Ware, Jody ..... Vice President  
 Borst, Steve ..... Treasurer  
 Tribbey, Steve ..... Corporate Secretary  
 Ballenger, Robert ..... Member  
 Doden, Henry ..... Member  
 Harris, Mike ..... Member  
 Ohms, Tom ..... Member  
 Williams, Gordon ..... Member

## Board Policy Ad Hoc

(meeting dates TBD)  
 Harris, Mike ..... Board Liaison  
 Ware, Jody ..... Board Liaison  
 Nordlie, Shaun ..... Staff  
 Shamp, Megan ..... Staff

## Budget/Audit

(meeting dates TBD)  
 Borst, Steve ..... Board Treasurer/Chair  
 Brennan, Thomas ..... Member  
 Carpenter, Ron ..... Member  
 Clark, Marge ..... Member  
 Finn, John ..... Member  
 Gouskos, Nick ..... Member  
 Livengood, Brett ..... Member  
 Malone, Steve ..... Member  
 Nelson, Steve ..... Member  
 Tribbey, Fern ..... Member  
 Miller, Ashlee ..... Staff  
 Miller, Carrie ..... Staff Secretary

## Campground

(2nd Saturday of each month)  
 Carpenter, Ron ..... Chair  
 Szczypta, Chris ..... Vice Chair/Secretary  
 Barker, Nancy ..... Member  
 Bluhm, Mary ..... Member  
 Borst, Steve ..... Board Liaison  
 Maculitis, Jerry ..... Member  
 Reifsteck, Joseph ..... Member  
 Ruffolo, Ric ..... Member

## Clubhouse Area Master Plan

### Architecture & Design

(meeting dates TBD)  
 Wiener, Joe ..... Chair  
 Tribbey, Steve ..... Board Liaison/Vice Chair  
 Hendren, Barb ..... Secretary  
 Frank, Jim ..... Member  
 Hansen, James ..... Member  
 Miller, Ashlee ..... Member  
 Nelson, Therese ..... Member  
 Stanger, Bob ..... Member

## Clubhouse Area Master Plan

### Financing & Marketing

(meeting dates TBD)  
 Nelson, Steve ..... Chair  
 Hendren, Barb ..... Board Liaison/Secretary  
 Brennan, Thomas ..... Member  
 Hannon, Gary ..... Member  
 Harris, Mike ..... Member  
 Reed, George ..... Member  
 Tribbey, Steve ..... Member  
 Miller, Ashlee ..... Staff

## Conservation

(1st Saturday of each month, 9am)  
 Wiener, Paula ..... Chair  
 Yorke, Michael ..... Co-Chair  
 Bohnenkamp, Dave ..... Member  
 Cady, Phyllis ..... Member  
 Cammack, Mike ..... Member  
 Doden, Henry ..... Board Liaison  
 Hannon, Gary ..... Member  
 Marek, Angie ..... Member  
 Nelson, Steve ..... Member  
 Ohms, Tom ..... Member  
 Swedberg, Steve ..... Member  
 Drogosz, Karen ..... Recorder  
 Weede, Kelly ..... Staff

## Deer Management

(last Saturday of each month)

Sonntag, Jon ..... Chair  
 Ostrander, Gordon ..... Vice Chair  
 Rees, Kim ..... Secretary  
 Bluhm, Ted ..... Member  
 Finley, Jack ..... Member  
 Gouskos, Nick ..... Member  
 Hendren, Allen ..... Member  
 Lutz, Al ..... Member  
 Mamlic, Dan ..... Member  
 Williams, Gordon ..... Board Liaison

## Editorial Review

Brokl, Tim ..... Apple Core Managing Ed./Secretary  
 Finn, John ..... Member  
 Hendren, Barb ..... Board Liaison/Chair  
 Nordlie, Shaun ..... General Manager/Vice Chair  
 Vandigo, Doug ..... Member  
 Ware, Jody ..... Member

## Employee Handbook Ad Hoc

(meeting dates TBD)  
 Hannon, Gary ..... Chair  
 Clark, Marge ..... Member  
 Harris, Mike ..... Member  
 Ware, Jody ..... Board Liaison  
 Miller, Carrie ..... Staff

## Golf

(1st Tuesday of each month, 1:30pm, April-October)

Kileen, John ..... Chair  
 Mannix, Pat ..... Vice Chair  
 Hannon, Mary ..... Secretary  
 Buesing, Bob ..... Member  
 Burton, Jean ..... Member  
 Finley, Jack ..... Member  
 Reese, Pat ..... Member  
 Reese, Tim ..... Member  
 Schmidt, Richard ..... Member  
 Stanger, Bob ..... Member  
 Stanger, Marcy ..... Member  
 Ware, Jody ..... Board Liaison

## Lake Monitoring

(meeting dates TBD)  
 Hannon, Gary ..... Member  
 Kren, Barry ..... Member  
 Rees, Kim ..... Member  
 Tribbey, Fern ..... Member  
 Tribbey, Steve ..... Board Liaison  
 Ware, Bill ..... Member  
 Weede, Kelly ..... Staff

## Legal

(meeting dates TBD)  
 Malahy, Sandra ..... Chair  
 Allgood, David ..... Secretary  
 Doran, William ..... Member  
 Jennings, Steve ..... Member  
 Ware, Jody ..... Board Liaison

## Nominating

(meeting dates TBD)  
 Blackmore, JoAnn ..... Member  
 Bohnenkamp, Dave ..... Member  
 Bourell, Bill ..... Vice Chair  
 Hendren, Barb ..... Board Liaison  
 Kileen, John ..... Member  
 Sheehan, Tom ..... Member  
 Yorke, Mike ..... Member

## Recreation

(3rd Monday of each month, 9am)  
 Hannon, Mary ..... Co-Chair  
 Tribbey, Fern ..... Co-Chair  
 Causero, Lee ..... Member  
 Diehl, John ..... Member  
 Gee, Sheila ..... Member  
 Tribbey, Steve ..... Board Liaison  
 Brokl, Tim ..... Staff  
 Heim, Kirsten ..... Staff & Secretary

## Rules & Regulations

(1st Friday of each month, 10 am)  
 Sershon, Vickie ..... Chair  
 Tribbey, Fern ..... Vice Chair  
 Drogosz, George ..... Member  
 Fitzjerrells, Bob ..... Member  
 Harris, Mike ..... Board Liaison  
 Pfeiffer, Fred ..... Member  
 Stanger, Robert ..... Member  
 Drogosz, Karen ..... Recorder

## Safety and Emergency Planning

(meeting dates TBD)  
 Cammack, Mike ..... Chair  
 Beckel, Ron ..... Vice Chair  
 Ware, Jody ..... Secretary  
 Hannon, Gary ..... Member  
 Hendren, Barb ..... Board Liaison  
 Janssen, Julie ..... Staff  
 Ziarko, Ed ..... Staff

## Strategic/LongRangePlanning

(meeting dates TBD, usually weekdays)  
 Ware, Jody ..... Chair/Board Liaison/Secretary  
 Ford, Don ..... Vice Chair  
 Borst, Steve ..... Member  
 Kintop, Todd ..... Member

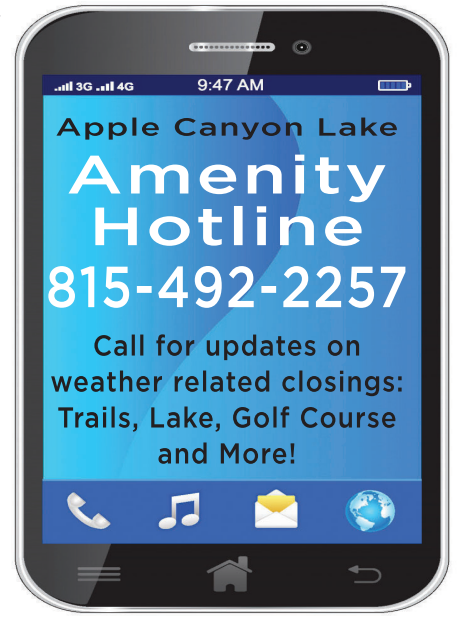
Williams, Gordon ..... Member

## Tellers

(meets for Annual Meeting)  
 Reese, Patricia ..... Chair  
 Brandenburg, Rosanne ..... Member  
 Causero, Lee ..... Member  
 Detwiler, Marilyn ..... Member  
 Hendren, Rugene ..... Member  
 Makar, Kathy ..... Member

## Trails

(last Saturday of each month, 9am)  
 Ohms, Tom ..... Chair/Board Liaison  
 Doden, Henry ..... Vice Chair  
 Diehl, Penny ..... Secretary  
 Drogosz, George ..... Member  
 Hannon, Gary ..... Member  
 Hendren, Allen ..... Member  
 Kintop, Todd ..... Member  
 Laethem, Deb ..... Member  
 Laethem, Robert ..... Member  
 Manderschied, Ron ..... Member



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**2COMMIT + 2SUBMIT = 4ACL: VOTE IN JANUARY**

On January 8, 2021 the Assessment Packets will be mailed or electronically sent to Apple Canyon Lake Owners and Voting Members. In the packet there will be two ballots with separate envelopes. The Legal Commission is asking that you cast your vote by mail, drop off at the Association Office, electronically online or scan in the votes, signed by the Voting Member which is the same name on the envelope. Please don't

wait to pay your assessment! Just mail or scan in your vote to adopt the 2020 ACL Amended and Restated Declaration and the Amended and Restated Bylaws. We would like to receive all 2,743 votes by February 5<sup>th</sup> only because we have a Special Meeting scheduled for February 6, 2021 at 1:00 p.m. to count the votes. We need to have 1,830 affirmative votes in order to change the 2017 Declaration. We need an affirmative vote of two-thirds (2/3) of the votes cast by Voting Members to adopt the 2020 version of the Amended and Restated Bylaws.

Why is 2Commit + 2Submit = 4ACL important? We want to be efficient in gathering the votes in order to save money. The Legal Commission decided to include the ballots in the 2021 Assessment packet to save money on postage.

The Budget increased the postage line in the Operations budget because of the governing documents voting. If we don't get the 1,830 affirmative votes at the February 6, 2021 meeting, then we have to continue to canvas for votes and hold another Special Meeting on March 6, 2021. The process continues to add additional Special Meeting dates within 30 days after giving notice of a Special Meeting. The repeating of the canvassing for votes process becomes expensive and time consuming for the staff. There is additional cost by adding additional pages to the Apple Core, postage for mailing ballots to the Voting Members and other incurred costs. Our future assessments are dependent on costs for operating Apple Canyon Lake Property Owners' Association. Let's work together to not have the Voting Process have an impact on our 2021 budget.

Please be a positive part by voting for the governing documents, the Declaration and Bylaws. Remember: **2Commit + 2Submit = 4ACL!**

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# “The way to get started is to quit talking and begin doing.” - Walt Disney

**BY SHAUN NORDLIE, GENERAL MANAGER**

With the new year comes the 2021 Plan-on-a-Page One-Year Action Plans as presented by the Strategic Planning Commission and approved by the Board of Directors at their July 18, 2020 meeting. Throughout the year I will update you on the progress of the dashboard, but for this month, I want to introduce and explain some of the Action plans from the first two.

## HIGH PERFORMING OPERATIONS & MANAGEMENT -

- As you know, we are in the process of voting on the updated Declaration and Bylaws. The Legal Commission wrote multiple articles, hosted town hall meetings, answered many owner questions and met many times to get these documents ready for membership approval. Now it is up to the owners to vote for the documents. We will be updating owners on the progress until we have reached a quorum for the Bylaws and the Declaration. We are hopeful that we can accomplish this during the first quarter with the help of online voting as well as paper ballots that can be turned into the office, mailed, or emailed. This is another step towards aligning all our documents and getting them updated.
- In November, the Board of Directors approved upgrading our property management system to Northstar Technologies. Northstar acquired our current software, Abacus21 this past summer. With Northstar, owners will have access to their accounts with a private side to the website that will allow you to update your information, pay your assessment online, book activities and events online, order food at the Pro Shop online and see what is happening at the lake through an ACL app. All of this will move us closer to digital files for the owners that prefer to conduct their Association business online, but for those who prefer to conduct business in person, that will still be available.

## IMPROVEMENT OF INFRASTRUCTURE -

- In 2020 we discussed flood mitigation and options for the spillway. In 2021 we want to start preparing an action plan and implementation of that plan to get us more prepared for the next one-hundred-year flood. The Board of Directors will be discussing this more in the next couple of months and giving direction on how the Association will handle flood mitigation issues at the lake.
- At the end of 2020, all sections of the lake either had fiber started or were in the construction phase to add fiber. Weather has slowed progress, but hopefully by early spring all areas of ACL will have fiber available for those owners who are interested in faster, more reliable internet service.
- Covid has delayed the construction of the Verizon cell tower near the Solid Waste & Recycling Center, but they are still hopeful that construction will start up in 2021 and hopefully, for those with Verizon cellular service, better reception around the lake.
- The Association has been operating our own dredge for many years. Although this practice is effective, we will never be able to be caught up for removing silt and we have areas of the lake that we are not able to reach with our dredge. We have been working on a plan to put us in a position to contract out the dredge program in the future, this includes a bathymetric study of the coves, so we know how much silt needs to be removed from these coves. We also know the capacity of our dredge ponds so we know

how much silt can be pumped into each pond. Now we are working on plans to expand the ponds that do not have the capacity necessary for the amount of silt we need to pump into these ponds. We will be addressing the Winchester silt pond in 2021. We hope to finish this planning by 2022 so we are ready to start considering contracting out the dredge program in the next five years. What this means is that we would dredge and then not have to dredge again for another ten years. This topic will be coming up in a Board workshop this spring.

## AMENITIES & SERVICES -

- The 2020 R&R budget included a pavilion at the campground for all owners to be able to use for gatherings and picnics and the conversion of some of our tent campsites which are seldomly used to the more popular water/electric campsites. Before we could start our work, we needed to get county approval. This was accomplished in December. So, in 2021, we will be finishing these two projects. Our proposal to the county was not just to convert four campsites, but rather for an expansion of thirty-two new sites. We do not have immediate plans for adding this many campsites, but when we want to add more sites in the future we will not be required to go back to the county for approval.
- This month we will be starting a Facebook and *Apple Seed* campaign to gauge interest in a Community Garden. The Strategic Planning Commission has included this on this year’s Plan-on-a-Page because of owners telling them this is something they want. In the next few months, if there is enough interest in the community, we will work on a location that will work for the garden plots and plans to budget for adding this as an amenity for the owners

## GROWTH & VALUE ENHANCEMENT OF THE ASSOCIATION -

- The ACL Foundation is now two years old and their programs for raising funds is growing. Last year was the Foundation’s first UTV raffle and despite many COVID-19 restrictions this event was a success. The Foundation has also added a Memorial Bench Program that allows owners to remember a loved one at a location that is special to them. In 2020, the Foundation made their first payout to the Garden Club to help complete phase one of their Children’s Garden. Look for new events and ideas from the Foundation in 2021 to raise funds for the benefit of the Association.
- Image and branding of the Association has been on the Plan-on-a-Page for a couple of years now, and progress has been slow, but with the new software coming and a change to the Association website and the addition of an app, we want to continue our work on this project.

Throughout the year I will update the progress of the Dashboard and point out successes and issues that we have along the way. I chose the Walt Disney quote as the headline for the 2021 dashboard because I feel that we have been planning and talking about many ideas and projects for the past couple of years, but in 2021 we are ready to start to implementing some of these ideas and projects.

**KEY:**

- On Track
- Issues
- Off Track
- Pending
- Complete

APPLE CANYON LAKE PROPERTY OWNERS’ ASSOCIATION PLAN-ON-A-PAGE													
HIGH PERFORMING OPERATIONS AND MANAGEMENT													
2021 ACTION STEPS - One Year Action Plans	RESPONSIBLE PARTY	J	F	M	A	M	J	J	A	S	O	N	D
Study and conduct cost analysis on financial operations including contracting and purchasing	Shaun Nordlie; Ashlee Miller	J	F	M	A	M	J	J	A	S	O	N	D
Monitor and consider challenging utility pricing	Shaun Nordlie	J	F	M	A	M	J	J	A	S	O	N	D
Cooperate with other Lake Associations on common interest issues or events	Shaun Nordlie	J	F	M	A	M	J	J	A	S	O	N	D
Market and communicate digitally Clubhouse Area Master Plan, design, and financing and long range plan	Shaun Nordlie; CAMP FM Commission	J	F	M	A	M	J	J	A	S	O	N	D
Communicate to membership, using the Apple Core and Board of Directors’ meetings, the process of governing document alignment, changes being made and voting	Shaun Nordlie	J	F	M	A	M	J	J	A	S	O	N	D
Study Options for creating a digital file for all property owners	Shaun Nordlie	J	F	M	A	M	J	J	A	S	O	N	D
IMPROVEMENT OF INFRASTRUCTURE													
2021 ACTION STEPS - One Year Action Plans	RESPONSIBLE PARTY	J	F	M	A	M	J	J	A	S	O	N	D
Design and construct Phase 1 of Clubhouse Area Master Plan	Shaun Nordlie; CAMP A&D Committee	J	F	M	A	M	J	J	A	S	O	N	D
Continue with implementation the watershed plan of action	Shaun Nordlie; Kelly Weede	J	F	M	A	M	J	J	A	S	O	N	D
Develop and communicate an engineering concept, plan of action, and implementation timeline for flood mitigation	Shaun Nordlie	J	F	M	A	M	J	J	A	S	O	N	D
Increase capacity of Jo Carroll Energy internet and cellular service to patrons	Shaun Nordlie; Paul Falson	J	F	M	A	M	J	J	A	S	O	N	D
Retain and continue utilizing consultant services for lake and watershed management and communicate their findings	Shaun Nordlie, Kelly Weede	J	F	M	A	M	J	J	A	S	O	N	D
IMPROVE AND MAINTAIN EXISTING TRAIL SYSTEM													
2021 ACTION STEPS - One Year Action Plans	RESPONSIBLE PARTY	J	F	M	A	M	J	J	A	S	O	N	D
Continue dry dam action plan for sub-watersheds surrounding the lake	Shaun Nordlie; Kelly Weede	J	F	M	A	M	J	J	A	S	O	N	D
Continue with dredging program and explore commercial dredging options	Shaun Nordlie, Kelly Weede	J	F	M	A	M	J	J	A	S	O	N	D
Initiate concept plan for lower 80 acres, development and design	Shaun Nordlie	J	F	M	A	M	J	J	A	S	O	N	D
AMENITIES AND SERVICES													
2021 ACTION STEPS - One Year Action Plans	RESPONSIBLE PARTY	J	F	M	A	M	J	J	A	S	O	N	D
Study options for additional campsites and Association docks	Shaun Nordlie; Ed Ziarko	J	F	M	A	M	J	J	A	S	O	N	D
Study the development of an ACL Community Garden program	Shaun Nordlie; Tim Brokl	J	F	M	A	M	J	J	A	S	O	N	D
Conduct a cost-analysis of new amenities in conjunction with CAMP Masterplan	Shaun Nordlie	J	F	M	A	M	J	J	A	S	O	N	D
GROWTH AND VALUE ENHANCEMENT OF ASSOCIATION													
2021 ACTION STEPS - One Year Action Plans	RESPONSIBLE PARTY	J	F	M	A	M	J	J	A	S	O	N	D
Develop plan of action for image and branding of Apple Canyon Lake	Shaun Nordlie; Tim Brokl	J	F	M	A	M	J	J	A	S	O	N	D
Study and assess the viability of land acquisition or partnership in the surrounding area	Shaun Nordlie; BOD	J	F	M	A	M	J	J	A	S	O	N	D
Support and promote ACL Charitable Foundation and their fundraising activities for ACL enhancements	Shaun Nordlie; Don Ford	J	F	M	A	M	J	J	A	S	O	N	D







# HELP US REACH OUR GOALS

## Consider a seat on the Board of Directors of the Apple Canyon Lake Property Owners' Association



Are you UP for the challenge?

Can you answer "Yes!" to any of these questions?

- Are you a team player?
- Are you an "ideas" person?
- Do you have vision?
- Are you dedicated?
- Can you spare some time?
- Do you love ACLPOA?
- Are you a good listener?
- Are you interested in the long-term health of the ACLPOA?



If you answered "yes" to any of these questions, then won't you consider running for a seat on the Apple Canyon Lake Property Owners Association's Board of Directors? Your Association needs you! Please read on!

ACLPOA is wonderfully diverse and equal representation goes a long way in protecting that diversity. Won't you consider becoming the ultimate ACL volunteer?

### Why should you consider running for a seat on the ACL Board?

You will have an opportunity to help make the decisions that will preserve all that Apple Canyon Lake has come to be, and set the policies that will keep it moving in the right direction within the limits of financial soundness.

**REAPING THE BENEFITS.** The future well-being of ACLPOA and how it is perceived by outsiders compared with other recreational communities will be reflected in the value of its properties and its reputation as an investment. We follow the adopted Mission Statement:

*The Apple Canyon Lake Property Owners Association Board of Directors shall act in a fiscally responsible manner, as a fiduciary, while exercising all powers and authority vested in the association, so as to preserve its values and amenities, and promote health, safety, and welfare for the common benefit and enjoyment of its membership while maintaining its not-for-profit status.*

Surely many who have served on the Board over the past 50 years have been motivated by a genuine desire to do their share in helping govern a beautiful, well-run community. They contribute to decisions that affect both property values and the quality of life at ACLPOA.

**HOW NOMINEES ARE SELECTED.** The Nominating Commission, made up of property owners representing all subdivisions, is responsible for soliciting candidates. The Bylaws specify that the Commission shall make at least two more nominations than the number of openings to be filled.

The Board is composed of nine members. Each year three terms expire and three directors are elected to the Board for a term of three years. This system, specified in the Bylaws, encourages participation of new members while providing substantial continuity in the conduct of Association affairs.

On June 12, 2021, three Board candidates will be elected for regular three-year terms. While no specific qualifications are required, applicants should meet the following criteria and consider whether their circumstances will allow them to attend the monthly meetings (on the third Saturday of every month) and to devote the time necessary to prepare for the decisions that have to be made.

**CRITERIA.** Applicants must be a member of the ACLPOA, be bondable, never have been convicted of a felony and agree to a background check, and be at least 21 years of age. In addition, only one owner of a lot may serve on the Board at the same time. The most important element is a willingness to work with others to promote and protect the interests of the Association as a whole.

If you feel you could serve the Association in this capacity, fill out the brief form shown and mail it to the ACLPOA Office by **January 18, 2020**.

Your brief bio and answers to written questions will be published online, in *The Apple Core* and mailed with the ballot material. Also, a "Meet the Candidates" forum is scheduled for **April 17, 2021 following the BOD meeting**. The minutes from the forum will be published as well. The election will be held June 12, 2021 at the ACLPOA Annual Meeting. The Ballots will be mailed to the membership at least 30 days earlier.

Questions may be directed to the ACLPOA Administrative Office at 815-492-2238 or email them to [officemanager@applecanyonlake.org](mailto:officemanager@applecanyonlake.org).

**Application for Candidacy**  
**ACL BOARD OF DIRECTORS ANNUAL ELECTION**

I, \_\_\_\_\_, hereby submit my name to be considered  
(Please print)  
as a candidate for the ACLPOA Board of Directors.

This application must be received at the ACL office no later than the Monday following the January Board meeting.

Mailing address:

\_\_\_\_\_

Street

\_\_\_\_\_

City State Zip

\_\_\_\_\_

ACL address (if different) email address

\_\_\_\_\_

Home phone Work phone Cell

Are you bondable?  Yes  No

Upon receipt of this application a questionnaire will be sent to you.

Thank You,  
ACL Nominating Committee

Return Form to:

ACLPOA  
Attn: Admin Assistant/Nominating Committee  
14A157 Canyon Club Drive,  
Apple River, IL 61001

FAX: 815-492-2160  
Attn: Nominating Committee  
Email: [adminassistant@applecanyonlake.org](mailto:adminassistant@applecanyonlake.org)

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For Office Use Only: \_\_\_\_\_  
Date Received Received By

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# Notice to All Property Members - Please Read!

## Changes in Proposed Declaration and Bylaws

The Legal Commission conducted four Town Hall meetings to share the proposed Amended and Restated Declaration and the proposed Amended and Restated Bylaws. The Town Hall format has been an opportunity for Voting Members to learn about the proposed documents and question why changes were made from the language of the 2017 previous documents, and make suggestions or ask for reconsideration on new or different language.

The Legal Commission made the recommendation to the ACLPOA Board of Directors at the November 21, 2020 meeting asking the Board to direct us to send the proposed Amended and Restated Declaration and the Amended and Restated Declaration to the Voting Members.

As a result, the Legal Commission has met and reviewed the participants requests. Here are questions from Voting Members and responses to their questions.

### Declaration and Bylaws Preamble

**Q:** I question having the ACL Building and Environmental Code precede Board approved Policies. Board approved policies should trump other regulatory language that is not recorded upon which the Board has authority to approve, an action current policy includes language in the guidelines for paths and greenway areas that involve recommendations from Building/Maintenance and Conservation that require Board approval. I think the order of Items 6 and 7 should be reversed.

**A:** The Building Code is adopted by the Board. While the AECC might review applications, the terms of the Building Code are approved by the Board and are a written set of guidelines and requirements that owners must follow as established by the Board. Because both the Board policies and the Building Code are adopted by the Board, the order or priority probably doesn't matter too much between these two. If there is a conflict between a Board policy and the Building Code, the Board can correct this by changing one or the other, or both. Since the Building Code is included in two sections of the Declaration and it pertains to all 2743 Lots, while the Board Policy only pertains to the nine Board of Directors, the Legal Commission recommends keeping the proposed rank at this time.

### Declaration Article II Section 3

**Q:** I do not like the additional language providing that a vote of at least 2/3 vote of the Board of Directors for the purchase of Reserved Properties. Why was it added?

**A:** The previous language states that the Association may acquire additional Reserved Properties when deemed to be in the best interests of the Association. The previous language does not describe how the Association may acquire additional Reserved Properties. The proposed language adds that additional Reserved Property may be acquired by a two-thirds (2/3) affirmative vote of the Board of Directors.

At the September 23rd Town Hall meeting, Owners asked that the proposed language be removed, and the document go back to original language. The Legal Commission decided at their October 6th meeting to remove the proposed language and go back to the original language.

### Declaration Article III Section 3

**Q:** Why change the maximum building height from 30 to 35'?

**A:** AECC proposed this language to comply with Jo Daviess county Building code

### Declaration Article III Section 5

**Q:** Structures are not mentioned in the 100' setback from the lake. Why not?

**A:** Dwellings, Dwelling Accessory Buildings, Garages, attached decks and sanitary systems are not allowed within the 100' setback. The definition of Dwelling is 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. The definition of Dwelling Accessory Building is 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.

We feel that a structure is covered within these definitions.

### Declaration Article IX Section 6c

**Q:** I do not understand the reference to Tom Hanks

**A:** This language was added by legal counsel as a provision concerning the rule against perpetuities, which is an old legal rule providing that restrictions against real estate cannot last forever. Basically what the rule requires is that any document containing restrictions on real estate must name a specific person and those restrictions shall last until 21 years after the death of the descendants of that person that are living at the time the document takes effect. In an effort to name an easily identifiable, hopefully non-controversial, living individual, I have listed the actor Tom Hanks.

### Declaration Article V Section 4

**Q:** There are many individuals who never marry, should they have the same rights as a married couple?

**A:** Couples need to be listed as married on the deed of the Lot or show proof of marriage with a marriage certificate in order to receive the rights and easements of enjoyment of the Common Properties. The Association cannot know the status of couples who do not have a legal document stating that they are in fact a couple and should share in the enjoyment of the Common Properties and therefore cannot extend that privilege without those documents.

### Declaration Article III Section 13b

**Q:** What is the purpose of this paragraph? Is it similar to Article VII Section 1c?

**A:** This Section serves a different purpose than Article VII, Section 1(c). This paragraph relates to the Association entering into agreements with owners to deviate from the requirements of this Article, which include not only particular building requirements but also property use requirements/rules as well. This would involve the Association and the particular owner entering into some type of mutually agreed upon agreement to deviate from a particular provision set forth in this Article. Article VII, Section 1(c) relates to the AECC granting variances to the terms of the Declaration when considering applications submitted to the AECC by owners pursuant to Article VII. So, that Section only deals with variances being granted as

Included in this edition of the Apple Core are the proposed final versions of the Amended and Restated Bylaws and the Amended and Restated Declaration of Covenants and Restrictions as of November 21, 2020.

These documents are available on the Apple Canyon Lake website at [www.applecanyonlake.org/townhall](http://www.applecanyonlake.org/townhall) or they can be picked up from the Association Office via curbside or pay-in person appointments.

a result of a hardship when an owner submits an application to make some type of change/improvement to the owner's lot.

### Declaration Article III Section 11

**Q:** I thought wells were not allowed on individual lots?

**A:** Wells are covered in Article 8 of the Declaration. There are some lots that do not have service from the water utility so a well is allowed.

### Declaration Article VI Section 7 – now deleted

**Q:** Was the quorum requirement deleted simply to reduce the required number of votes and thus reduce the majority number to pass such as an assessment? A quorum of 20% is 549 owners. A majority of those would be 276 votes – not a lot to pass an assessment – I think a quorum should be retained.

**A:** Sections 4 & 5 require a majority vote of total Voting Members. Having a quorum of 20% would suggest that passage only needs a majority of Voting Members actually voting rather than of all Voting Members. Because of this, Legal counsel deleted this section

### Declaration Article IV Section 14

**Q:** Leasing Lots? Why do we need this in our declaration?

**A:** Within the definition of Lot is “any numbered parcel of land, or any separately identified condominium unit”, so we need language to address leasing a Lot.

### Declaration Article VII Section 3 and Bylaws Article XI Section 12

**Q:** Both sections discuss the makeup of the AECC, the language is similar, but not exact, why not make it the same?

**A:** The language in both documents has been changed so they are the same

### Bylaws Article V Section 2

**Q:** Paragraph 2, Why has “shall” been changed to “may”. What other way was considered for determining a Board member? Appointment? If so, why not say so? Is this to avoid the involvement of the Nominating Committee? Or does this allow for a vacancy to remedy until a vote of the members is cast?

**A:** This is language out of CICAA 160/1-25 (e)

### Bylaws Article VII Section 6

**Q:** The last sentence should read: Voting Members at a Regular, Annual, or Special Meeting....

**A:** This is stated properly, regular Annual or Special Meeting – The term “regular” goes with the reference to the annual meeting indicating that these are the annual meetings of members that occur on a regular basis each year. There is only one annual meeting of members held each year on a regular basis, so all other meetings of members held during the year (if any others are actually held) would be special meetings.

### Bylaws Article VIII Section 9

**Q:** Why was quorum changed from an affirmative five votes to as simple majority? This happened for a vote of the budget about 7-8 years ago and the Board only had five members present. This should be changed back to original language and not allow for the possibility of three Board members to make a decision for the Association.

**A:** This was discussed at the Board of Directors meeting on September 19, 2020 and the Board recommended to the Legal commission to use the original language and keep a decision of the Board to five affirmative votes.

### Bylaws Article IX Section 2

**Q:** The last sentence from the stricken Section 6 reads: The Vote shall be taken pursuant to Article VII. However, Article VII is now Article VI. I'd recommend leaving this sentence at the end of Section 2 and Changing to VI.

**A:** We have added this sentence as it pertains to a vote and Article VI deals with votes on all matters.

### Declaration, Article VI, Section 7:

**Q:** I think the quorum should be retained and applied to Sections 4 and 5 for consistency in dealing with special assessments and budget matters. A quorum of 20 percent (20%) is minimal representation as it is.

**A:** Section 7 previously stated that quorum for meetings of the voting members under Sections 4 and 5 was 20% of the voting members eligible to vote. This was removed as unnecessary since Article XII, Section 6 of the amended bylaws already provides that quorum at meetings of voting members is 20%.

The language in Section 4 is consistent with Section 1-45(c) of the CICAA, which refers to “majority of the total votes of the members” and the language in Section 5 is consistent with Section 1-45(f) of the CICAA, which refers to “approval of a simple majority of the total members”. Both mean that the required approval would be voting members with 50.01% of the total votes in the Association.

### Declaration, Article VI, Section 9(b) And (c):

**Q:** What is the real objective here in the long term plans for the Association? What financial considerations were given to writing this kind of activity into the covenants?

CONTINUED ON NEXT PAGE



# Changes in Proposed Declaration and Bylaws, CONTINUED FROM PREVIOUS PAGE

**A:** Section 9 allows the Association to charge a late fee for delinquencies and to utilize all statutory options the Association has available under the law to collect unpaid assessments. This is new language added by Legal counsel with provisions typically included within a section outlining the associations rights related to unpaid assessments. The Association might not use all of these options but including them into the Declaration at least gives them the option if necessary.

## Article VII, Section 1, A, Sentence 1:

**Q:** Why has language been changed to allow additions, alterations, or changes to the Common Properties and Reserved Properties to be made by the Board? Why won't property owners have a voice in this? Such changes could be major capital expenditures in which property owners deserve a voice through AECC. I do not agree that this clause should be added to the covenants.

**A:** This language was added in response to a question from the Legal Commission regarding whether the AECC or the Board has jurisdiction over the Common Properties and Reserved Properties. The intent of the first sentence is to prohibit owners from making changes, additions, alterations, improvements, etc. to the Common Properties and Reserved Properties without approval of the AECC. The additional language was added to clarify that the Board may make additions, alterations and changes to these properties and would not have to get AECC approval to do so. The AECC approval language in this sentence is applicable to owners, not the Board

## Article VII, Section 1, E, Review Of AECC Action By Board:

**Q:** With the makeup of AECC consisting of a majority of members to be Board members, how fair to a property owner may an appeal be? I have always thought the effort should have been made to edit the clauses giving AECC the power to review subject to Board approval. If this had been done, AECC would have remained a Commission the same as all other Standing Commissions and as it had been for forty years. I am aware that some believe that AECC's having to go to the Board for approval takes too much time. AECC has met fairly regularly for years on the first Saturday of the month. Getting approval from the Board would only cause a delay of two weeks because there is time from when AECC meets to get the issue on the agenda for the next Board meeting. We operated for many years with that being the case. After reviewing the clauses in this Declaration, we still have more than one instance in the language that requires Board approval. In addition, there is language in the Building Code that requires Board approval, for example, lot combinations.

**A:** When Keay and Costello were retained as legal counsel in 2017, they mentioned the Not for Profit Act and the difference between a committee and commission. When we discussed AECC and the makeup, the members of the AECC at the time, including builders and architects felt that waiting two weeks for the BOD to approve the decisions of the AECC would be detrimental to the contractors and builders. It is for this reason that it was decided to make AECC a committee and put a majority of the members as Board members. I was not aware of a time when the AECC decisions were brought to the BOD for approval prior to 2017.

## Article VII, Section 3, Sentence 3:

**Q:** Sentence 3 additional sentence, "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." Basically, this sentence expresses the same meaning as Sentence 6 that has been in the language. Sentence 6 states, "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." Why is sentence 3 necessary?

**A:** The legal commission feels the new language is different and prefers to keep the proposed language as is at this time

## Article VIII, Section 1, Sentence 4:

**Q:** Since we are billed monthly, I believe the word "monthly" should be inserted in Sentence 4, "Said availability, consumption and usage rates may be billed monthly, quarterly, semiannually, or annually at the option of the serving public utility."

**A:** The word monthly will be inserted as requested.

## Article III, "General Restrictions" Energy Policy Statement

**Q:** This indicates it was intended to be inserted into the covenants at that point. However, this has not occurred, so will a correction be made prior to recording these documents or will it be recorded as is as an amendment. Will this forever be

an amendment or will it become a part of the covenants document?

**A:** Unless and until the General Assembly modifies or amends the current statute, the policy is adopted and amended by the board. It is a policy that is fully within the board's purview, but which the General Assembly stated must be included as part of the Association's Declaration. The revised policy would need to take the form of an amendment to the Declaration, but it is an amendment adopted by the board, not the membership.

## Declartaion, Article VI, Section 9b

**Q:** Why do we want to bid to take possession of a foreclosed vacant lot?

**A:** When we changed to Keay and Costello for legal counsel, they made many suggestions to the process for foreclosures. One was that the Association could go to the court house for the sheriff's sale for the lots prior to the auction at the Association.

We started this in 2017 by having a representative from Keay and Costello attend the sheriff sale, but since then, either Megan or myself have attended to save money. The process is simply going to the courthouse with Sheriff Turner, where he will list the lots available at the sale and ask what our bid is on the lots. Our bid is typically around the amount of the assessment. Once in our time of doing this has there been another person at the sheriff sale that outbid us on a lot.

By doing the auction this way, when ACL has their auction, we own the lots, so we don't need to coordinate with the sheriff when they are available to come to the auction. This also eliminates a step in our auction since we own the lot making things easier for the new owner. We have also been able to eliminate having legal counsel out here for the ACL lot auction, Megan prepares the paperwork required for the new owner to record their deed and also prepares for legal counsel the tax form.

**Submit a Question** at [www.applecanyonlake.org](http://www.applecanyonlake.org)

## How to Get the Information

For the past two months we have been giving you a lot of information on the Declaration and Bylaws. Please read these articles and watch the Town Hall videos on Facebook and the Association website to learn about why we are making these changes and how the changes will affect you as an owner, member or Voting Member. If you have questions or do not understand something within the document, we are providing you with multiple ways to find the answer or get an explanation on the documents.

1. Go to the Association website and then open the Town Hall page [www.applecanyonlake.org/townhall](http://www.applecanyonlake.org/townhall) - on the bottom of the page there is a 'Submit a Question' button. This button will create an email that is sent to the Legal Commission so they can discuss your question and respond back to you with an answer or explanation. The Legal Commission is meeting every week now, so we will get back to you within a week.
2. Read the Questions and Answers already on the website – these questions/ answers are located on the same page as the 'Submit a Question' button mentioned above. This section consists of questions that have already been asked and answered. This might be the same question you had or a topic that you also wanted to have explained.
3. Contact me, I would be happy to discuss the governing document changes with you. You can email me at [shaun.nordlie@applecanyonlake.org](mailto:shaun.nordlie@applecanyonlake.org) or call my office (815)492-2292.
4. Set up a face-to-face meeting with a member of the Legal Commission. If you prefer to meet in person and want to discuss the documents, members of the Legal Commission are happy to arrange a convenient time to meet with owners to discuss your questions or concerns and explain the documents. These meetings can include nights and weekends. If you are interested in setting up a face-to-face meeting, please contact the office and they will reach out to the members of the Legal Commission.
5. If you prefer to investigate on your own, you can listen to every Town Hall meeting from the Association website. We have provided a timeline for each Town Hall meeting so you know what topics were discussed and the time that they were discussed so you can go right to the topic you want to hear more about.

We hope that providing these options for learning about the governing documents will allow you to learn by whichever means is easiest for you and at a time that is most convenient for you. We appreciate your input and hope to get your affirmative vote on the Declaration and Bylaws in January 2021.

## What Are You? Find out your ACL title based on your ownership

Who Owns the Lot?	Definition	Who is the Member?	Who is the Natural Person?	Who is the Owner?	Who is the Voting Member?
<b>Natural Person</b>	"Natural Person" shall mean any human being who is age eighteen (18) or older who has the legal capacity to hold title to a Lot.	For Lots owned by Natural Persons, all Owners of the Lot are considered Members of the Association.	Any human being who is age eighteen (18) or older who has the legal capacity to hold title to a Lot.	"Owner" shall mean the Natural Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.	"Voting Member" shall mean the Natural Person designated from among the Owners of any 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 this Declaration
<b>Legal Entity</b>	"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.	For a Lot owned by Legal Entities, such Legal Entities may designate in writing one (1) Natural Person who has an ownership interest in the Legal Entity and who shall function as the Member for such Lot for the purpose of these Governing Documents.	Any human being who is age eighteen (18) or older who has the legal capacity to hold title to a Lot.	"Owner" shall mean the Legal Entities whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.	"Voting Member" shall mean the Natural Person designated from among the Owners of any Lot owned by 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 this Declaration



## Exercise Your Power and VOTE on the Proposed 2021 Amended and Restated Declaration and Bylaws

There are 2,743 Lots in the Apple Canyon Lake Property Owners' Association. Of the 2,743 Lots, there is one designated individual who is the Voting Member. In January, with the 2021 Assessment package, either mailed or electronic, there will be two ballots requesting the Voting Member to cast two votes regarding the adoption of the 2021 ACLPOA Amended and Restated Declaration of Covenants and Restrictions and the 2021 Amended and Restated Bylaws for Apple Canyon Lake Property Owners' Association. The Association needs every Voting Member to cast a vote! Here are five reasons why it is important to vote in January:

**Reason 1:** The 2021 Amended and Restated Declaration of Covenants and Restrictions needs an affirmative vote of two-thirds (2/3) of the Voting Members eligible to vote in person or by Written Ballot after proper notification to adopt the declaration and record in the Office of Recorder of Deeds, Jo Daviess County, Illinois. There are 2,743 voting members so we have to have **1,830 affirmative votes in order to change the 2017 Declaration.**

The 2021 Amended and Restated Bylaws need an 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 after proper notification in order to adopt the bylaws and record in the Office of the Recorder of Deeds, Jo Daviess County, Illinois. If 1,000 Voting Members cast a vote, we would have to have **667 affirmative votes in order to change the 2017 Amended and Restated Bylaws.**

**Reason 2:** Every Homeowners association has community instruments, or governing documents, that serve a purpose in the operation and management of the entity. In the Apple Canyon Lake Property Owners' Association, we have nine "Community Instruments." The Declaration and Bylaws already exist but they are outdated, not in compliance with the number one Community Instrument known as the Illinois Common Interest Community Association Act ("CICAA") (765 ILCS 160/1-1 et. seq.). The proposed 2021 Declaration and

Bylaws are in alignment with our other governing documents.

**Reason 3:** The Declaration and the Bylaws are like an Owner's Manual typically received when you make a purchase and serves as a guide giving information about operation and maintenance and managing your role as an ACL Property Owner. The Declaration and Bylaws are the "what" and "how" of managing your ownership at Apple Canyon Lake. As a consumer, would you want to use an outdated Owners' Manual or the newest and latest version of an Owners' Manual?

**Reason 4:** As the Voting Member for your Lot, you are the person who has the power to vote on all matters requiring a vote. You are the designated person to whom the Association sends its notices and invoices, and the one person who has the power to vote. It is important to exercise this power and cast your vote for each of the documents.

**Reason 5:** Finally, if we don't get the needed number of votes by the first meeting, approximately February 6, 2021, we cannot adjourn the meeting. We will continue to solicit the Voting Members to cast their votes and have a second meeting to count the votes. This process continues until we get the 1,830 affirmative votes for the Declaration. The process is different for the Bylaws.

The Association is sending the ballots and proposed documents in the 2021 Assessment mailing, either USPS or electronically. The mailing of these documents is extremely expensive. In order to save the Association money, your dollars from assessments, it is a huge savings by getting the voting process completed during the month of January.

In conclusion, we every Voting Member to exercise their power and cast two votes for the 2021 documents. Your voice and actions are important as a member/Owner/Voting Member of Apple Canyon Lake Property Owners' Association. And, we want to be as fiscally responsible as possible for the good of Apple Canyon Lake Association.

## WHAT IMPACTS WILL THE CHANGES TO OUR GOVERNING DOCUMENTS HAVE ON BUILDING AT ACL?

**BY DAVE ALLGOOD,**  
*Legal Commission Member*

The Legal Commission would first of all like to thank everyone who took time out of the things they normally do to attend, watch and comment on all of the town hall meetings. Community involvement is truly key in guiding our community.

In one of the past issues of the Apple Core you may have read about some of the changes that are being proposed regarding the requirements to build in ACL. Most of the changes you will find are simply nothing more than updating our requirements to conform with the county and state regulations that update more frequently than we update ours.

A very important change that was made was to mirror the county on building height restrictions. This is a good thing for everyone as it will help the AECC Committee to have the ability to get through the permitting process quicker and reduce the number of variances that have to be granted. If you have a rule that you are visiting several times and on a frequent bases that has to raise the question "Is this really working for us?"

Another change that is being proposed that will have a positive impact is on the size requirement. By reducing the minimum size, the cost of building may be more manageable for owners who would like to build. With the rising costs of building and with younger families finding their way to ACL, many wonder - Is building in ACL difficult? We don't believe so.

Building in our community is really no different than building anywhere

else. When you set out to build a new home or start a remodel project you will have guidelines that must be followed. This is true just about everywhere. The great thing about building in ACL is the support and resources that the Association and the AECC Committee have for you to use to help guide you to the finish line.

One of the questions we heard was "Are the changes going to affect our current building codes"? The short answer is no. The changes to our governing documents will not set new building codes. The changes being suggested only have an impact on how the land is used not how to regulate the building process. ACL follows the building codes set by the county.

Something that was added just this last year required all Associations to add an item to their governing documents. This is the new state statute regarding solar energy. When the state created this statute, it became a requirement that all Associations would add this to their governing documents within a time frame after the first request for permit. ACL has added this as required and the AECC Committee developed guidelines to be compliant with the state and also worked very hard to keep this in balance with our community.

So, the big question, is it hard to build in ACL? We would have to say no. The proposed changes will help with building new homes and can add more possibilities for those who would like to build more to suit their needs.



### We Need Your Vote

Are you the designated Voting Member of your Lot? We need your vote in order for the proposed Amended and Restated Declaration of Covenants and Restrictions for the Apple Canyon Lake Property Owners' Association to be recorded for the purpose of replacing, in its entirety, the Apple Canyon Lake Property Owners' Association Amended Declaration to conform to the Common Interest Community Association Act, referred to as the "2017 Declaration".

The proposed changes in Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association needs the **affirmative vote of two-thirds ( ) 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.**

There are two-thousand seven hundred forty-three (2,743) Lots in Apple Canyon Lake Property Owners' Association. So, two-thirds (2/3) affirmative votes mean that we need **1,830 affirmative votes in order to change the 2017 Declaration.** Please help us achieve our goal. Ballots will be sent to each eligible Voting Member in January.

The Legal Commission needs each Voting Member to become proactive in the process. To learn about the proposed Amended and Restated Declaration of Covenants and Restrictions, read the Apple Core, or visit the ACL Website.

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Galena, IL 61036



**THE PROPOSED FINAL VERSION OF BYLAWS AS OF NOVEMBER 21, 2020**

<p>November 21, 2020</p> <p><b>APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION</b> <b><u>AMENDED AND RESTATED BYLAWS</u></b> <b>2020 Version</b></p> <p><b>PREAMBLE</b></p> <p>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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. Illinois Common Interest Community Association Act ("CICAA") (765 ILCS 160/1-1 et. seq.)</li> <li>2. Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.)</li> <li>3. Articles of Incorporation</li> <li>4. Declaration</li> <li>5. Bylaws</li> <li>6. ACL Building and Environmental Code</li> <li>7. Board Approved Policies</li> <li>8. Rules and Regulations</li> <li>9. Board Approved Committee/Commission Operations and Procedures</li> </ol>	<p>November 21, 2020</p> <p><b>RECITALS</b></p> <p>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);</p> <p>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;</p> <p>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;</p> <p>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</p> <p>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.</p> <p>NOW THEREFORE, the 2017 Bylaws are hereby amended and restated as follows:</p> <p style="text-align: center;"><b>ARTICLE I</b> <b>DEFINITIONS</b></p> <p>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 for Apple Canyon Lake Property Owners' Association, as amended from time to time, (hereinafter referred to as the Restated Declaration) shall have the same meaning when used in these Bylaws.</p> <p>Section 2.</p> <ol style="list-style-type: none"> <li>a. CICAA shall mean the Common Interest Community Association Act (765 ILCS 160/1 et. seq.) as hereafter amended or supplemented under applicable Illinois law.</li> <li>b. "Articles of Incorporation" shall mean the Restated Articles of Incorporation approved by the Voting Members of the Association, as amended.</li> <li>c. "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,</li> </ol>	<p>November 21, 2020</p> <p>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 <i>The Apple Core</i>, which shall be administered by the Editorial Review Commission. (See Article XI, Section 18.)</p> <ol style="list-style-type: none"> <li>d. "Voting Member Ticket" shall mean a petition signed by fifty (50) Voting Members which identifies the name(s) of the 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 VI, Section 5 of these Bylaws.</li> <li>e. "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.</li> <li>f. "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.</li> <li>g. "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 XI, Section 10.)</li> <li>h. "Tellers Commission Guidelines" shall mean the written procedures adopted by the Tellers Commission and approved by the Board prior to the annual meeting that shall be followed by the Tellers Commission when it counts all Written Ballots cast on all matters during that year. (See Article XI, Section 17(a).)</li> </ol> <p style="text-align: center;"><b>ARTICLE II</b> <b>MEMBERSHIP</b></p> <p>Section 1. Membership in the Association shall be as provided in Article IV, Section 1 of the Restated Declaration.</p>
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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 are subject to the payment of any and all annual and special assessments on all Lots and Dwellings owned by said Owner. 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. Pursuant to Article V, Section 3 of the Restated Declaration, the Board may from time to time adopt and publish 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 same. The Board in its discretion may levy fines, penalties or other charges and/or suspend the Owner'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 Owners who are issued citations for the violation of any rule or regulation may appeal. (See, Article VII, Section, 1(K), (l).)

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**ARTICLE III  
VOTING RIGHTS**

The voting rights of Members are as set forth in Article IV, Section 2, of the Restated Declaration.

**ARTICLE IV  
ASSOCIATION PURPOSES AND POWERS**

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

Section 2. Additions to the Properties may be made only in accordance with the applicable provisions of the Restated Declaration. 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 Declaration.

Section 3. Subject to the applicable provisions of the Restated Declaration, 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 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.

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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 Owner vested in such Owner under the Restated Declaration unless made in accordance with the applicable provisions of the Restated Declaration.

**ARTICLE V  
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 Lot, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time, unless the Owner owns another Lot 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 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 Association request a special meeting to fill the vacancy

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 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 a special election within ninety (90) days of the vacancy occurring to fill the vacancies.

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 XIV 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 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 XII, Section 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 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. 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 on the Written Ballot for a candidate to fill every Board position which is up for election, but 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



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<p>November 21, 2020</p> <p>Ballots shall be placed in the Ballot Envelope provided and returned in the Return Envelope provided.</p> <p>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 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, upon verification of said Voting 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 a new Ballot Envelope and a new Written Ballot.</p> <p>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 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 V, Section 1, then his or her name shall be included on the Written Ballot sent to all Voting Members.</p> <p>Section 6. If no election is held to elect Board members within the time period specified in 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 in the 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.</p> <p style="text-align: center;"><b>ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS</b></p> <p>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 C/CAA, as amended and in effect from time to time, or by the Restated Declaration, 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 Declaration to the Voting Members.</p> <p>The duties of the Board shall include, but not be limited to the following:</p>	<p>November 21, 2020</p> <p>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.</p> <p>b. To meet at least four (4) times annually.</p> <p>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.</p> <p>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.</p> <p>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 Owners for the next year, and the fees to be charged for the next year. A copy of the proposed annual budget shall be 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,</p> <p>f. To provide all Owners/Voting Members with a reasonably detailed summary of the receipts, common expenses and reserves for the preceding budget year.</p> <p>g. To either (i) make available for review to all 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.</p> <p>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 Owner or their authorized agent. To prepare an annual directory of the names and addresses of all Owners and make it available to all Owners upon request and the payment of a reasonable fee.</p> <p>i. To borrow such amounts as are required to preserve and maintain the Common Properties and Facilities in accordance with the provisions of Article IV, Section 4 of the Bylaws.</p> <p>j. 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.</p>	<p>November 21, 2020</p> <p>k. To suspend the enjoyment rights of any Owner 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.</p> <p>l. To establish fines for noncompliance with the Restated Declaration, the Bylaws and the Rules and Regulations, after the Owner has been given notice of the infraction and an opportunity to be heard.</p> <p>m. To maintain and make available for inspection and copying those Association records outlined within Section 1-30(i) of the C/CAA. 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 Owner or their authorized agent, upon payment of a reasonable charge.</p> <p>n. To call special meetings of the Voting Members whenever it deems necessary, or at any time upon the written request of Voting Members having at least one-hundred twenty-five (125) of the total votes in the Association.</p> <p>o. 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 may be required by law or as deemed appropriate by the Board.</p> <p>p. To obtain and maintain fidelity insurance covering persons who control or disburse funds for the Association for the maximum amount that is commercially available or reasonably required to protect funds that are in the custody and control of the Association.</p> <p>q. 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.</p> <p>r. 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.</p> <p>s. 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:</p> <ol style="list-style-type: none"> <li>1. A copy of the Restated Declaration, the Bylaws, and all Rules and Regulations.</li> <li>2. A statement of any liens or unpaid assessments, dues or other charges due and owing from said property.</li> <li>3. A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.</li> <li>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.</li> <li>5. A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.</li> </ol>
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<p>November 21, 2020</p> <p>Any vote on these matters shall be taken at a meeting or portion thereof open to the Owners and Voting Members.</p> <p>Section 8. <i>Participation by Telephone.</i> 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.</p> <p>Section 9. <i>Quorum.</i> 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.</p> <p>Section 10. <i>Unanimous Board Written Consent.</i> Any action required by law, the Restated Declaration or 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.</p>	<p>November 21, 2020</p> <p>shall be sent to all Owners and Voting Members (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. Alternatively, instead of providing Owners and Voting Members individually with such notice, copies of such notices shall be published in <i>The Apple Core</i> and posted on the Association's website and at the administrative offices, or as otherwise authorized under applicable law.</p> <p>Section 4. <i>Attendance Constitutes Waiver of Notice.</i> 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.</p> <p>Section 5. <i>Purpose of Special Meetings.</i> The purpose of each Special Meeting shall be set forth in the notice and publication of such Meeting as provided in Section 2 of this Article. No business may be transacted at any special 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 or Special Meeting of the Voting Members.</p> <p>Section 6. <i>Owner's and Voting Member's Comments.</i> 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.</p> <p>Section 7. <i>Meetings Open to Owners and Voting Members.</i> 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:</p> <ol style="list-style-type: none"> <li>to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or when the Board finds that such an action is probable or imminent;</li> <li>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;</li> <li>to interview a potential employee, independent contractor, agent or other provider of goods and services;</li> <li>to discuss violations of the Association's rules and regulations;</li> <li>to discuss an Owner's failure to pay any annual or special assessment, or common expenses due the Association; or</li> <li>to consult with the Association's legal counsel.</li> </ol>	<p>November 21, 2020</p> <p>6. A statement of the status of any pending suits or judgments in which the Association is a party.</p> <p>7. A statement setting forth what insurance coverage is maintained by the Association.</p> <p>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 CICAA Section 1-30(f)(3).</p> <ol style="list-style-type: none"> <li>To analyze trends and provide long-range plans for the future of the Association.</li> <li>To determine and establish Board policies related to basic operation of the Association.</li> <li>To provide for official publications of the Association, including but not limited to <i>The Apple Core</i> and the ACLPOA website.</li> <li>To delegate any of its powers in the course of operation to any Committee, officer, employee or agent as permitted by law.</li> </ol> <p><b>ARTICLE VIII BOARD MEETINGS</b></p> <p>Section 1. <i>Regular Meetings.</i> 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 date, time and location of all regular meetings shall be posted and published in <i>The Apple Core</i>, at the 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.</p> <p>Section 2. <i>Special Meetings.</i> Special Meetings of the Board may be called by the President, or at least twenty-five percent (25%) of the members of the Board. Notices of Special Meetings of the Board shall be given to all members of the Board, Owners and Voting Members 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.</p> <p>Section 3. <i>Meetings Concerning Budget Matters.</i> All meetings of the Board 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 ten (10) days but not more than sixty (60) days, prior to such meeting, setting forth the date, time and location of such meeting and the matter or matters to be acted upon by the Board at such meeting. Notice</p>
<p>November 21, 2020</p> <p>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 IX.</p> <p>Section 2. The call for removal may be made by any four (4) or more members of the Board, or upon written request of 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). The vote shall be taken pursuant to Article VI.</p>	<p>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</p>	<p>11</p>
<p>November 21, 2020</p> <p><b>ARTICLE IX REMOVAL OF DIRECTORS</b></p> <p>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 IX.</p> <p>Section 2. The call for removal may be made by any four (4) or more members of the Board, or upon written request of 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). The vote shall be taken pursuant to Article VI.</p>	<p><b>ARTICLE X OFFICERS</b></p> <p>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</p>	<p>12</p>



**THE PROPOSED FINAL VERSION OF BYLAWS AS OF NOVEMBER 21, 2020**

<p>November 21, 2020</p> <p>may from time to time determine, provided that the duties of the Executive Officers as members of the Executive Committee may not be delegated.</p> <p>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 Owners. All officers shall hold office until their successors are elected or until they resign or are removed.</p> <p>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.</p> <p>Section 4. The President shall:</p> <ol style="list-style-type: none"> <li>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.</li> <li>Approve the election of the chair of each Standing Committee/Commission who was elected by the committee/commission members.</li> <li>See that all lawful orders and resolutions of the Board are carried out.</li> <li>Be a member, <i>ex officio</i> without vote, of all Standing Committees/Commissions and special committees/commissions of the Board or the Association.</li> <li>Sign all notes, leases, contracts, mortgages, deeds, and other written instruments approved by the Board.</li> <li>Have the authority to co-sign all checks along with any one of the other signatories authorized by the Board.</li> </ol> <p>Section 5. The Vice President shall perform all the duties of the President in his or her absence.</p> <p>Section 6. The Secretary shall:</p> <ol style="list-style-type: none"> <li>Be the Secretary of the Board and Secretary of the Association.</li> <li>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.</li> <li>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.</li> <li>In the absence of the President and Vice President, call the meeting to order and preside until the election of a chairman <i>pro tem</i>, making this action the first item on the agenda.</li> </ol> <p>Section 7. The Treasurer shall:</p> <ol style="list-style-type: none"> <li>Keep the financial records and books of account.</li> </ol>	<p>November 21, 2020</p> <ol style="list-style-type: none"> <li>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.</li> <li>See that full and accurate financial records are kept and audited annually by a Certified Public Accountant at the completion of each fiscal year.</li> <li>Report the financial status of the Association to the Board of Directors as requested and to the Owners and Voting Members at the annual meeting.</li> <li>Present to the 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.</li> <li>Be the chair of the Budget/Audit Commission</li> </ol> <p style="text-align: center;"><b>ARTICLE XI COMMITTEES/COMMISSIONS</b></p> <p>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.</p> <p>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.</p> <p>Section 3. Each member of a committee or commission shall continue as such until the next annual 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.</p> <p>Section 4. One (1) member of each committee and commission shall be chosen as chairperson annually by the committee/commission members.</p>	<p>November 21, 2020</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Section 8. The Standing Committees/Commissions of the Association shall be:</p> <ul style="list-style-type: none"> <li>Executive Committee</li> <li>Nominating Committee</li> <li>Architectural and Environmental Control Committee</li> <li>Recreation Commission</li> <li>Budget/Audit Commission</li> <li>Conservation Commission</li> <li>Legal Commission</li> <li>Rules and Regulations Commission</li> <li>Tellers Commission</li> <li>Editorial Review Commission</li> <li>Strategic/Long Range Planning Commission</li> <li>Appeals Board Commission</li> </ul> <p>Unless otherwise provided herein, the members of each committee/commission shall be appointed by the Board, and 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.</p> <p>Section 9. The Executive Committee shall:</p> <ol style="list-style-type: none"> <li>Consist of the four Executive Officers elected by the Board.</li> <li>Have supervision over the General Manager's performance.</li> <li>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.</li> <li>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.</li> </ol>
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<p>November 21, 2020</p> <p>e. Provide the General Manager with a written evaluation report along with a compensation package each year.</p> <p>f. Maintain a personnel file on the General Manager documenting any contract changes, job description changes, and all annual or interim performance evaluations.</p> <p>Section 10. The Nominating Committee shall consist of seven (7) Owners or Voting Members appointed by 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 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.</p> <p>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.</p> <p>The Nominating Committee shall recruit candidates who meet the eligibility requirements in Article V, 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. 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 <i>The Apple Core</i>, 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.</p> <p>The names of all candidates shall be placed on a Written Ballot which shall be prepared in advance of the time fixed in Article VI, 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.</p> <p>Section 11. 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. 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 also be Members of the 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</p>	<p>November 21, 2020</p> <p>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.</p> <p>The AECC shall have the duties and functions described in Article VII of the Restated Declaration, 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.</p> <p>Section 12. The Recreation 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.</p> <p>Section 13. The Budget/Audit Commission shall be chaired by the Board Treasurer and consist of two or more additional members. It shall be the duty of this commission to prepare an annual budget for the fiscal year beginning the first day of January for approval by the Board as provided in Article VII.</p> <p>Section 14. The Conservation 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.</p> <p>Section 15. The Legal Commission shall advise the Board on any legal matters referred to this commission 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 commission.</p> <p>Section 16. The Rules and Regulations 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.</p> <p>Section 17. The Tellers Commission shall consist of not less than five (5) members approved by the Board. The Tellers Commission shall:</p> <ol style="list-style-type: none"> <li>Not less than two (2) months prior to the commencement of the annual meeting adopt written Tellers 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.</li> <li>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 Lot or Dwelling Unit identified on the Return Envelope.</li> <li>Count all of the Written Ballots cast by all eligible Voting Members and report the results to the President.</li> <li>Allow a candidate, or his or her representative, to be present at the counting of the ballots.</li> </ol>	<p>November 21, 2020</p> <p>e. Deliver to the General Manager for safekeeping for a period of one (1) year all Return Envelopes and Written Ballots.</p> <p>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 Commission.</p> <p>Section 18. The Editorial Review Commission 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 <i>The Apple Core</i>, who shall be the secretary and such other Owners or Voting Members as the Board may appoint from time to time. This Commission shall prepare policies for the acceptance of material to be printed in <i>The Apple Core</i>, 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.</p> <p>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.</p> <p>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.</p> <p>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 Owners 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.</p> <p>Section 22. 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 Voting Membership at the Annual Meeting.</p>
<p>November 21, 2020</p> <p>Section 1. <i>Regular Annual Meeting.</i> 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.</p> <p>Section 2. <i>Special Meetings.</i> 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 Voting Members having at least one-hundred twenty-five (125) of the total votes in the Association.</p>	<p>ARTICLE XII MEETINGS OF VOTING MEMBERS</p>	<p>17</p>
<p>18</p>	<p>18</p>	<p>18</p>







 <p><b>NO HANDSHAKES OR HUGS</b></p>	 <p><b>KEEP YOUR DISTANCE</b> (about 6 feet)</p>	 <p><b>WORK REMOTELY</b></p>	<p><b>Social Distancing Practices are in affect at all ACL locations and offices.</b></p> <p><b>Please continue to practice Social Distancing!</b></p>
 <p><b>AVOID CROWDS</b></p>	 <p><b>STAY AT HOME</b></p>	 <p><b>WASH YOUR HANDS</b></p>	

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**THE PROPOSED FINAL VERSION OF THE DECLARATION AS OF NOVEMBER 21, 2020**

<p>November 21, 2020</p> <p><b>AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION</b></p> <p>2020 Version</p> <p><b>PREAMBLE</b></p> <p><b>This instrument is recorded for the purpose of replacing, in its entirety, the Apple Canyon Lake Property Owners' Association Amended Declaration to Conform to</b> the Common Interest Community Association Act (hereinafter referred to as the "2017 Declaration"), recorded on September 21, 2017 as Document No. 395980 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.</p> <p>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.</p> <p>This Amended 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:</p> <ol style="list-style-type: none"> <li>1. Illinois Common Interest Community Association Act ("CICAA") (765 ILCS 160/1-1 et. seq.)</li> <li>2. Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.)</li> <li>3. Articles of Incorporation</li> <li>4. Declaration</li> <li>5. Bylaws</li> </ol>	<p>November 21, 2020</p> <ol style="list-style-type: none"> <li>6. ACL Building and Environmental Code</li> <li>7. Board Approved Policies</li> <li>8. Rules and Regulations</li> <li>9. Board Approved Committee/Commission Operations and Procedures</li> </ol> <p><b>RECITALS</b></p> <p>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));</p> <p>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;</p> <p>WHEREAS, the Board and the Owners of 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;</p> <p>WHEREAS, this Amended and Restated Declaration 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 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</p> <p>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.</p> <p>NOW THEREFORE, the 2017 Declaration is hereby amended and restated as follows:</p> <p><b>ARTICLE I</b> <b>DEFINITIONS</b></p> <p><b>Section 1.</b> The following words when used in this Declaration or any Supplementary Declaration (unless the context shall prohibit) shall have the following meanings:</p>	<p>November 21, 2020</p> <ol style="list-style-type: none"> <li>a. "<b>ACL Building Code</b>" shall mean and refer to the Apple Canyon Lake Building &amp; Environmental Code, as amended from time to time.</li> <li>b. "<b>Association</b>" shall mean and refer to the Apple Canyon Lake Property Owners' Association, a not-for-profit corporation organized and existing under the laws of Illinois, its successors and assigns.</li> <li>c. "<b>Board</b>" or "<b>Board of Directors</b>" shall mean those persons elected to manage the affairs of the Association in accordance with CICAA, this Declaration, the Articles of Incorporation and the Bylaws of the Association.</li> <li>d. "<b>Building Height</b>" shall mean the vertical distance measured from the top of the foundation to the highest ridge roof line as viewed from the street.</li> <li>e. "<b>Building Line</b>" 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.</li> <li>f. "<b>Bylaws</b>" shall mean 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 an Owner or the Board is taken.</li> <li>g. "<b>CICAA</b>" shall mean the Common Interest Community Association Act (765 ILCS 160/1 et. seq.) as hereafter amended or supplemented under applicable Illinois law.</li> <li>h. "<b>Common Properties</b>" shall mean and refer to: those areas of land shown on any recorded subdivision plat of The 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 Lots 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.</li> <li>i. "<b>Declaration</b>" 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.</li> <li>j. "<b>Driveway</b>" shall mean the surface area by which vehicles regularly enter and exit any Lot, whether paved or not. (See Article III, Section 6.)</li> </ol>
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<p>November 21, 2020</p> <p>ee. “<i>Supplementary Declaration</i>” shall mean any change, revision or amendment to this Declaration approved by a vote of the Voting Members as provided in Article II.</p> <p>ff. “<i>Trailer</i>” shall mean and refer to a transport vehicle designed to be towed by a motorized vehicle.</p> <p>gg. “<i>Voting Member</i>” shall mean the Natural Person designated from among the Owners of any Lot, 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 this Declaration, unless otherwise provided herein. (See Article IV, Section 2.)</p> <p>hh. “<i>Water Facility</i>” 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.</p> <p>ii. “<i>Written Ballot</i>” 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.</p>	<p>November 21, 2020</p> <p>v. “<i>Multifamily Structure</i>” shall mean and refer to any building containing two (2) or more Dwellings under one roof.</p> <p>w. “<i>Natural Person</i>” shall mean any human being who is age eighteen (18) or older who has the legal capacity to hold title to a Lot.</p> <p>x. “<i>Occupant</i>” 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 this Declaration, the Bylaws, and all Rules and Regulations adopted by the Association.</p> <p>y. “<i>Owner</i>” shall mean the Natural Persons or Legal Entities whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of 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. <b>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)</b></p> <p>z. “<i>Parkway</i>” shall mean the unimproved strip of land between a Lot Line and the improved portion of the street right-of-way.</p> <p>aa. “<i>The Properties</i>” 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.</p> <p>bb. “<i>Recreational Vehicle</i>” 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.</p> <p>cc. “<i>Reserved Properties</i>” 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 this Declaration, and which shall be put to those uses deemed to be in the Association’s best interests. (See Article II, Section 3.)</p> <p>dd. “<i>Structure</i>” 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.</p>	<p>November 21, 2020</p> <p>k. “<i>Dwelling</i>” 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.</p> <p>l. “<i>Dwelling Accessory Building</i>” 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.</p> <p>m. “<i>Emergency</i>” shall mean a danger to or a compromise of the structural integrity of the Common Properties or any of the common facilities of the Association. “<i>Emergency</i>” also includes a danger to life, health or safety.</p> <p>n. “<i>Garage</i>” 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.</p> <p>o. “<i>Ground Floor Area</i>” shall mean the Living Space in that story of the Dwelling which is the first story entirely above the established building grade at the building front.</p> <p>p. “<i>Legal Entity</i>” 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.</p> <p>q. “<i>Living Space</i>” shall mean heated enclosed space within a Dwelling utilized for living, sleeping, eating, cooking, bathing, washing and sanitation purposes. Living Space does not include garages, three-season rooms, attics, decks, patios, crawl spaces, breezeways, etc.</p> <p>r. “<i>Lot</i>,” also known as Unit, shall mean any numbered parcel of land, or any separately identified condominium unit, in any subdivision as shown on any plat of The Properties recorded under the provisions of Article II hereof, but not including any of the Common Properties or the Reserved Properties.</p> <p>s. “<i>Lot Area</i>” shall mean the area of a horizontal plane bounded by the vertical planes through front, side, and rear Lot Lines.</p> <p>t. “<i>Lot Line</i>” shall mean any legal boundary of a Lot as shown on a plat of survey prepared by a licensed surveyor.</p> <p>u. “<i>Member</i>” shall mean and refer to all those Natural Persons who are defined as 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.</p>
<p>November 21, 2020</p> <p>Section 1. <b>Existing Properties.</b> The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jo Daviess County, Illinois, and is more particularly described in Exhibit A attached hereto.</p> <p>Section 2. <b>Other Additions.</b> Upon approval in writing of the Association pursuant to a vote of its Voting Members, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration; 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.</p>	<p>5</p>	<p>4</p>
<p>November 21, 2020</p> <p><b>ARTICLE II</b></p> <p><b>PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, AND MERGERS</b></p>	<p>6</p>	<p>5</p>



**THE PROPOSED FINAL VERSION OF THE DECLARATION AS OF NOVEMBER 21, 2020**

<p>November 21, 2020</p> <p><b>Section 3. Reserved Properties.</b> 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, 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 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; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting 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.</p> <p><b>Section 4. Mergers.</b> 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 Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within The Properties except as hereinafter provided.</p> <p style="text-align: center;"><b>ARTICLE III GENERAL RESTRICTIONS</b></p> <p><b>Section 1. Land Use and Building Type.</b></p> <p>(a) Any Lot which is designated in any of the documents identified on Exhibit A attached hereto shall be governed by this Article III.</p> <p>(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).</p> <p>(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.</p> <p>(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.</p>	<p>November 21, 2020</p> <p>(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.</p> <p>(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.</p> <p>(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 AECC.</p> <p>(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.</p> <p><b>Section 2. Quality of All Structures.</b> It is the intention and purpose of this 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.</p> <p><b>Section 3. Building Height.</b> No Dwelling shall be erected, altered or placed upon any Lot which has a Building Height of more than thirty-five (35) feet. .</p> <p><b>Section 4. Materials to Be Used and Size of Dwellings.</b> The ground floor area of any Dwelling shall be not less than one thousand (1,000) square feet. 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.</p> <p><b>Section 5. Location on the Lot.</b> Every Dwelling, Dwelling Accessory Building, Garage, or other Structure constructed or re-constructed after November 6, 2011 shall be set back, measuring from the roof overhang, a minimum of ten (10) feet from the rear and side property lines and twenty-seven (27) feet from the front property line. If there is no roof overhang, measuring is from the exterior face of the 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 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.</p> <p><b>Section 6. Driveways.</b> Plans and specifications for 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.</p>	<p>November 21, 2020</p> <p><b>Section 7. Water Facilities.</b> 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 Association.</p> <p><b>Section 8. Home Occupations, Nuisances and Animals.</b> The Board shall have the power to adopt reasonable rules and regulations governing home based occupations, nuisances and the possession of animals, 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, 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.</p> <p><b>Section 9. Temporary Structures.</b> No vehicle, trailer, basement of an incomplete building, tent, shack, accessory building, Garage, except as permitted in Section 1 of this Article, or temporary building or structure of any kind shall be used at any time for a dwelling, 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.</p> <p><b>Section 10. Easements.</b> The recorded plats of subdivision of The Properties have:</p> <p>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 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</p>



<p>November 21, 2020</p> <p>gardens, shrubs, landscaping or other purposes which do not at any time interfere with the uses and rights of the easement;</p> <p>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."</p> <p><b>Section 11. Wells and Plumbing.</b> 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 a company licensed to conduct such inspections, for the purpose of determining whether such items are in compliance with applicable statutes, ordinances, codes, or rules and regulations.</p> <p><b>Section 12. Nonconforming Uses.</b> All existing structures built 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 Declaration is subject to the restrictions contained in this Article and the then current applicable building codes.</p> <p><b>Section 13. Deviations by Agreement with the Association; Other Permitted Uses.</b></p> <p>a. The Association, its successors or assigns, shall have the right to enter into agreements with the Owner of any Lot or Lots without the consent of Owners of other 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 Owner. 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 in The Properties.</p> <p>b. Notwithstanding anything herein which is to the contrary, the Association reserves to itself the right to construct and maintain on Lots selected by it in 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</p>	<p>November 21, 2020</p> <p>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 by the Owners thereof.</p> <p><b>Section 14. Leasing Property, CICAA Section 1-35 (a).</b> 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 set forth in the Apple Canyon Lake Property Owners' Association Governing Documents (also referred to as the Community Instruments) or otherwise is in violation of this Section, the Association may seek to evict a tenant from the Dwelling or 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 Dwelling or Lot and shall be deemed to be incorporated in any lease executed or renewed. 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 by law. The Board may also from time to time adopt rules and regulations pertaining to the leasing of Dwellings and Lots, including policies and procedures to further the goals and objectives of this Section.</p> <p><b>Section 15. Use of The Properties by Non-Owners.</b> 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 of such Dwelling.</p> <p><b>Section 16. Combination of Lots.</b> 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 no combination had taken place.</p> <p style="text-align: center;"><b>ARTICLE IV</b></p> <p style="text-align: center;"><b>MEMBERSHIP, VOTING RIGHTS</b></p> <p><b>Section 1. Membership.</b> For Lots owned by Natural Persons, all Owners of the Lot are considered Members of the Association. For a Lot owned by Legal Entities, such Legal Entities may designate in writing one (1) Natural Person who has an ownership interest in the Legal Entity and who shall function as the Member for such Lot for the purpose of these Governing</p>	<p>November 21, 2020</p> <p>Documents. Every Owner and Member shall provide the Association with his or her current mailing address, email address and telephone number.</p> <p>After the initial designation of who the Member(s) for a particular Lot will be, changes in the identity of the Member(s) for such Lots can be made only (1) upon a bona fide change in the ownership of the Lot documented by a recorded legal document identifying such ownership change, or (2) upon a showing that the change in the identity of the 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 as security for the performance of an obligation shall not be a Member.</p> <p><b>Section 2. Voting Rights – One Voting Member.</b> The Owners of each Lot shall designate one Natural Person from among themselves as the Voting Member for said Lot. Only the Voting Member, as defined in Article I, Section 1(gg) of this Declaration, shall be entitled to vote at any regular or special meeting of the Association. In the event there are multiple Owners of a Lot who are Natural Persons and they fail to designate one Natural Person as the Voting Member, the first person named in the deed conveying title to the Lot shall be deemed to be the Voting Member. Notwithstanding anything to the contrary in this Declaration, where there is more than one 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 in attendance shall be entitled to cast the member vote associated with that Lot even if that 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 is owned by a Legal Entity, 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 such Lot's right to vote on any matter until a Voting Member is designated for such Lot. Owners 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 the Owners of the Lot, 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.</p> <p>Every Lot 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, it shall not have the right to cast any vote for such Lot. The total number of votes shall not exceed the total number of Lots in The Properties. The vote of a Lot shall not be divisible. If</p>
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**THE PROPOSED FINAL VERSION OF THE DECLARATION AS OF NOVEMBER 21, 2020**

<p>November 21, 2020</p> <p>there is a dispute between or among the multiple Owners of a Lot as to who shall be the Voting Member, the vote for any such Lot shall not be counted for any purpose.</p> <p style="text-align: center;"><b>ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTIES</b></p> <p><b>Section 1. Members' Easements of Enjoyment.</b> 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.</p> <p><b>Section 2. Title to Common Properties and Reserved Properties.</b> 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 Declaration.</p> <p><b>Section 3. Extent of Members' Easements.</b> The rights and easements of enjoyment created hereby shall be subject to the following:</p> <p>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 Properties; the taking of fish from waters on The Properties; and such other regulations as the Association deems necessary to the health, safety and welfare of the Association and its Members.</p> <p>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.</p> <p>c. The right of the Association in accordance with this Declaration, the Articles of 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.</p> <p>d. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures.</p>	<p>November 21, 2020</p> <p>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 this Declaration, the Bylaws, The ACL Building and Environmental Code or the Rules and Regulations, all as determined by the Board.</p> <p>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.</p> <p>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.</p> <p>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 Properties, the Common Properties or the Reserved Properties or any portions thereof and to grant easements to others in such regard.</p> <p><b>Section 4. Rights of Owners' Spouses.</b> 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.</p> <p style="text-align: center;"><b>ARTICLE VI COVENANT TO PAY ASSESSMENTS</b></p> <p><b>Section 1. Creation of the Lien and Personal Obligation of Assessments.</b> Each Owner of any Lot 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 against which each such assessment is made. Each such assessment, together with such interest</p>	<p>November 21, 2020</p> <p>thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of each Natural Person or Legal Entity who was an Owner of such Lot at the time when the assessment fell due.</p> <p><b>Section 2. Purpose of Assessments.</b> 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 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 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.</p> <p><b>Section 3. Basis and Amount of Annual Assessments.</b> The Association shall have the power to levy an annual assessment against all of the Lots and Dwellings within The Properties, except for those Lots and properties owned by the Association. The annual assessment shall be fixed in accordance with CICA as amended from time to time.</p> <p><b>Section 4. Change in Basis and Maximum of Annual Assessments and Special Assessments.</b> 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 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 Association, upon written petition by Voting Members with twenty (20) percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the 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 Voting Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.</p> <p><b>Section 5. Special Assessments not Included in the Annual Budget.</b> Assessments for additions and alterations to the common areas or to 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 not less than ten (10) and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.</p>
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<p>November 21, 2020</p> <p>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</p> <p>(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.</p> <p><b>Section 10. Subordination of the Lien to Mortgages.</b> 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 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.</p>	<p>November 21, 2020</p> <p>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.</p> <p><b>Section 13. Senior Exemption.</b> If a 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 Lot shall be exempt from any increase in future annual assessments which become effective the year after the granting of such Senior Exemption. The Owner of a 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 Lot has qualified for the Senior Exemption program for the following year. Such 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 Lot to a third party or the death of the last surviving Owner entitled to such Senior Exemption.</p>	<p>November 21, 2020</p> <p><b>Section 6. Special Assessments for Emergencies or Mandated by Law.</b> In accordance with the provisions of CICA subsection 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 subsection 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 Association. "Emergency" also includes a danger to the life, health or safety of the membership.</p> <p><b>Section 7. Due Date of Assessments.</b> 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 subject thereto.</p> <p><b>Section 8. Proof of Payment.</b> The Association, upon demand and payment of a reasonable service fee 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.</p> <p><b>Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.</b> 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 foregoing, if any Owners shall fail to pay any assessments, charges or expenses required to be paid, the Board shall have such rights and remedies:</p> <p>(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;</p> <p>(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,</p>
<p>November 21, 2020</p> <p><b>Section 11. Exempt Property.</b> 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. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.</p> <p><b>Section 12. Restricted Lots.</b> Restricted Lots are those Lots without any Structure erected on the Lot and for which an agreement has been entered between the Owner of the Lot and the Association wherein the Owner 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 such Restricted Lot 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 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 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</p>	<p>November 21, 2020</p> <p><b>Section 1. Powers of the Committee.</b></p> <p>a. <b>Generally.</b> 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 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</p>	<p>November 21, 2020</p> <p><b>ARTICLE VII</b></p> <p><b>ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE</b></p> <p><b>Section 1. 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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 foregoing, if any Owners shall fail to pay any assessments, charges or expenses required to be paid, the Board shall have such rights and remedies:</p> <p>(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;</p> <p>(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,</p>	<p>November 21, 2020</p> <p><b>Section 1. 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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</p>	<p>November 21, 2020</p> <p><b>Section 1. 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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</p>



**THE PROPOSED FINAL VERSION OF THE DECLARATION AS OF NOVEMBER 21, 2020**

<p>November 21, 2020</p> <p>required to be submitted to the AECC shall be as the AECC may require. There shall also be submitted, where applicable, the permits or approvals required under Article III of the Declaration. (See, Art. III, Sec. 11, Wells and Plumbing.) 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.</p> <p><b>b. Power of Disapproval.</b> The AECC may refuse to grant permission to construct, place or make the requested improvements when:</p> <ol style="list-style-type: none"> <li>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 this Declaration, or the provisions of any applicable governmental building code, or the codes, guidelines or standards approved by the AECC or the Board.</li> <li>ii. The design or the siting of a proposed improvement is not in harmony with the general surroundings of the subject Lot or with adjacent buildings or structures.</li> <li>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.</li> </ol> <p><b>c. Power to Grant Variances, Adopt Rules.</b></p> <ol style="list-style-type: none"> <li>i. The AECC may allow reasonable variances or adjustments of this 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 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.</li> <li>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.</li> </ol>	<p>November 21, 2020</p> <p>d. <b>Power to Charge Fees.</b> 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.</p> <p>e. <b>Review of AECC Action by Board.</b> 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, in which case the Board may direct that the application be granted. The action of the Board shall be final and binding.</p> <p><b>Section 2. Duties of the AECC.</b> 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.</p> <p><b>Section 3. Composition of the AECC.</b> 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. 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 also be Members of the 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.</p>	<p>November 21, 2020</p> <p><b>Section 4. Liability of the AECC and the Association.</b> 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.</p> <p><b>Section 5. Duty of Inspection.</b> The AECC shall have the power and the right to inspect the work being performed to assure compliance with the applicable provisions of 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.</p> <p><b>Section 6. Satellite Dishes and Antennas.</b> 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.</p> <p><b>Section 7. Remedies for UnApproved Additions and Alterations.</b> 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:</p> <ol style="list-style-type: none"> <li>(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</li> </ol>
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<p>November 21, 2020</p> <p>(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</p> <p>(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.</p> <p style="text-align: center;"><b>ARTICLE VIII WATER SERVICE</b></p> <p><b>Section 1.</b> Every Owner of a Lot in 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 monthly, quarterly, semiannually, or annually at the option of the serving public utility. Unpaid charges shall become a lien upon the Lot or 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.</p>	<p>November 21, 2020</p> <p>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 Declaration has been approved by the required vote.</p> <p><b>Section 2. Notices.</b> Any notice required to be sent to any Voting Member or Owner under the provisions of this 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.</p> <p>“Prescribed Delivery Method” means (i) mailing or deliveries; (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.</p> <p>“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.</p> <p><b>Section 3. Severability.</b> 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.</p> <p><b>Section 4. No Waiver.</b> 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.</p> <p><b>Section 5. Gender Neutrality.</b> 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.</p> <p><b>Section 6. Rule Against Perpetuities.</b> 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:</p> <ul style="list-style-type: none"> <li>(a) The rule against perpetuities;</li> <li>(b) The rule restricting restraints on alienation; or</li> </ul>	<p>November 21, 2020</p> <p>(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.</p> <p><b>Section 7. Liberal Construction.</b> 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.</p> <p><b>Section 8. Headings/Captions.</b> 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.</p> <p><b>Section 9. Waiver and Release of Claims.</b> 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.</p> <p><b>Section 10. Security.</b> 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.</p> <p style="text-align: center;"><b>ARTICLE X REMEDIES</b></p> <p><b>Section 1. Enforcement.</b> In 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</p>
<p>November 21, 2020</p> <p>(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</p> <p>(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.</p> <p style="text-align: center;"><b>ARTICLE VIII WATER SERVICE</b></p> <p><b>Section 1.</b> Every Owner of a Lot in 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 monthly, quarterly, semiannually, or annually at the option of the serving public utility. Unpaid charges shall become a lien upon the Lot or 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. 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Notices.</b> Any notice required to be sent to any Voting Member or Owner under the provisions of this 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.</p> <p>“Prescribed Delivery Method” means (i) mailing or deliveries; (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.</p> <p>“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.</p> <p><b>Section 3. Severability.</b> 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.</p> <p><b>Section 4. No Waiver.</b> 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.</p> <p><b>Section 5. Gender Neutrality.</b> 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.</p> <p><b>Section 6. Rule Against Perpetuities.</b> 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:</p> <ul style="list-style-type: none"> <li>(a) The rule against perpetuities;</li> <li>(b) The rule restricting restraints on alienation; or</li> </ul>	<p>November 21, 2020</p> <p>(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.</p> <p><b>Section 7. Liberal Construction.</b> 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.</p> <p><b>Section 8. Headings/Captions.</b> 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.</p> <p><b>Section 9. Waiver and Release of Claims.</b> 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.</p> <p><b>Section 10. Security.</b> 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.</p> <p style="text-align: center;"><b>ARTICLE X REMEDIES</b></p> <p><b>Section 1. Enforcement.</b> In 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</p>



**THE PROPOSED FINAL VERSION OF THE DECLARATION AS OF NOVEMBER 21, 2020**

November 21, 2020

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

November 21, 2020

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

STATE OF ILLINOIS )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The undersigned is Secretary of the Board of Directors of Apple Canyon Lake Property Owners' Association and by my signature below do hereby certify that the attached is a true, correct, and accurate copy of the Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association and the following is a true, correct and accurate copy of a resolution of the Board of Directors of Apple Canyon Lake Property Owners' Association regarding the approval of such document by the Voting Members of the Apple Canyon Lake Property Owners' Association.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Being the Secretary of Apple Canyon Lake Property Owners' Association









## OFFICE LINE

**MEGAN SHAMP, OFFICE MANAGER**  
 megan.shamp@applecanyonlake.org

### DUES STATEMENT PACKETS SENT

Statement packets were mailed and emailed January 8. If you signed up for electronic statements and don't see your statement email, please check your junk or spam folder. If a lot has multiple owners, each owner receives a statement reflecting the total balance owed on the lot. It is up to the owners to decide how to divide the balance amongst themselves. If you have moved, please take a minute to update your address with us. If you have not received your mailed statement by January 22, please contact the office. Remember, the Annual Assessment (Dues) and all mandatory fees are due March 1, 2021.

### ALL OWNERS ENCOURAGED TO CONDUCT BUSINESS BY MAIL

All owners are strongly encouraged to pay by mail, or to sign up for ACH - either the one-time pull withdrawn February 1, or one of the two Payment Plan options ACL is offering in 2021. We can accept credit or debit card payments over the phone, but a 4% convenience fee does apply. Appointments are required for in-person appointments and curbside pickup. Please see the 1st Quarter Guidelines in this issue for more information. To book an appointment, please visit <http://applecanyonlake.org/programs/association-office/>. For \$9 postage, we will mail the amenity tags and stickers to your home! The yellow 2021 Property Owner Information form included in the statement packet must be filled out and returned with the postage fee. The \$9 payment can be included with the dues payment; a separate check is not necessary.

### BOAT SLIP LICENSE & NEW CAMPSITE LICENSE DUE 3/1/21

The 2021 Boat Slip License and 2021 Campsite License are both due March 1. A completed license, current insurance, and current state watercraft registration/non-motorized watercraft information or state recreational vehicle license/title are required

by March 1 to complete the Boat Slip License and Campsite License respectively. Failure to complete any of these requirements will result in a \$100 late fee assessed March 2 and forfeiture of the boat slip or campsite if not complete by March 15! Documents can be emailed to [customerservice@applecanyonlake.org](mailto:customerservice@applecanyonlake.org) or faxed to (815) 492-2160.

### 2021 PAYMENT PLAN FORMS AVAILABLE NOW

We are now accepting submissions for the 2021 Payment Plan. There will be two different options for the Payment Plan this year - the same three-installment plan as previous years (March 1, May 15, and July 15) and a new five-installment plan (March 1, May 15, June 15, July 15, and August 15). The form and complete details are available in this issue of the Apple Core, on the ACL website, or can be picked up from the Association Office. There is a \$35 Payment Plan Processing Fee for each lot entered on the Payment Plan before January 31. This fee is paid in the March 1 installment, no payment is required at signup. The installment amounts will be sent to the email provided on the form after January 1.

### ACH SIGNUPS ACCEPTED THROUGH JANUARY 25

New one-installment ACH signups for 2021 can be accepted any time prior to January 25. ACH payments are withdrawn from your checking or savings account on February 1 of each year. The full statement balance is paid in one installment with this option. The ACH authorization continues until the agreement is terminated in writing by either ACL or the property owner. There is no charge for the one-installment ACH option. Please contact the Office for a form if you would like to sign up.

### HAPPY NEW YEAR! HERE'S HOPING THAT 2021 IS A BETTER YEAR FOR EVERYONE.

## ACL ID NUMBERS & CURRENT YEAR STICKERS

ID number and current year ACL sticker placement was clarified as part of the Rules & Regulations housekeeping changes approved at the November 2019 Board of Directors meeting. Please take the time to make sure all current 2021 decals and ID numbers are correctly placed before launching your boat or taking your UTV out on the trails. The appropriate decal and ID number locations for each toy type are outlined below. If you have mistakenly placed them any other place, you will be asked to remove the decal and have a new sticker issued by the Office and placed in the correct location. It does not matter if the sticker is damaged; if it is turned in to the Office; there will be no charge for the replacement. ID numbers, license plates, and zip ties are also available at the Office at no charge. Failure to display ID numbers and/or a current year ACL sticker will result in fine(s).

#### Golf Carts, ATVs, UTVs (Display ID numbers as follows):

- A. front center hood or front license plate
  - B. rear license plate
- Place the current year trail sticker on the center front of the vehicle (front roll bar, windshield or front of hood panel so that sticker may be clearly seen from another approaching vehicle or trail walker).

**Boats:** Display ID numbers on both the right and left sides of the watercraft near the rear of the boat and on the RIGHT side of boat trailer tongue. Place the current year ACL watercraft sticker on the starboard side (driver's side, right) of the watercraft next to the ID numbers.

**Campers:** the current year ACL camper sticker and ID numbers are to be displayed on the side of the camper trailer tongue that faces the road.

**Vehicle stickers:** The vehicle sticker must be affixed to the driver's side lower windshield of the auto for access to or when vehicle is parked on any ACL "members only" property. These decals may NOT be used on a golf cart, ATV, UTV, etc. Vehicle sticker violations are subject to a \$250 fine for the first offense.

## 2021 Trash & Recycling Center Changes

As part of the 2021 Operating Budget, the Board of Directors approved an increase in the Trash Assessment. The fee this year will be \$120 (only \$10 per month!) but will include two trash passes. The \$10 Additional Trash Pass has been eliminated. If a pass is lost, the replacement fee is \$30.

Every ACL lot with a home is required to pay the annual Trash Assessment. Other property owners may elect to pay the trash fee and use the Solid Waste/Recycling Center. The property owner has a choice of a Trash Auto Sticker or a Paper Trash Pass. Owners may choose two paper passes, two stickers, or one of each type. Unless the same vehicle is used to drop off trash every time, a Paper Trash Pass is needed. The Paper Trash Pass can be transferred between vehicles or presented if an ATV, UTV, or golf cart is used to drop off trash. If the same auto is always used to drop off trash, the Trash Auto Sticker is recommended. Trash Auto Stickers may not be used on ATVs, UTVs, or golf carts. Not sure if you have a Trash Auto Sticker or a regular auto sticker? There is a little trash can in the corner of the Trash Auto Sticker to easily identify it. If an owner decides to only take one of the two passes allowed, the second pass can be picked up at a later date.

The Trash Auto Sticker must be affixed to the driver's side lower windshield of the auto. The Paper Trash Pass must be displayed on the dash with the number facing outward. Photocopies or photos of the Paper Trash Pass are not acceptable and entry to the facility will be denied without a Trash Auto Sticker or a Paper Trash Pass as issued by the Association.

If a member has paid the Trash Assessment, they are also eligible to purchase Large Item Disposal, Mattress Disposal, and Electronic Item Disposal Permits. These permits allow the property owner to dispose of televisions, computers, furniture, large appliances, etc. Permits must be purchased in advance at the ACL Association Office. Large Item Disposal Permits are \$15 each, Mattress Disposal Permits are \$30 each, and Electronic Item Disposal Permits are \$30 each. Permits must be used in the same month they are purchased. This is a very handy service as fewer and fewer locations allow the disposal of items such as televisions and old computer monitors.

No hazardous materials can be disposed of at the Center, nor are septic tanks or septic components, tires, or batteries allowed. Building materials cannot be disposed of at the Solid Waste/Recycling Center, the property owner needs to ensure an on-site dumpster is rented for any construction or renovation projects.

Detailed recycling information and a list of items accepted for Large Item and Electronic Item Disposal is included on the Solid Waste/Recycling Hours brochure given to each property owner paying the Trash Assessment. If you have any questions, please contact the ACL Association Office at (815) 492-2238.

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**Members must have trash pass to dispose of garbage or recyclable materials. There is a disposal fee for large or electronic items.**

MATERIAL	ITEMS	PREP	CANNOT RECYCLE
ALUMINUM	cans only	rinse clean, flattening optional	foil
TIN CANS STEEL CANS	food cans only	rinse clean, flattening optional	cardboard sided juice cans, aerosol cans paint cans
PLASTIC	milk, soda and detergent bottles; other bottles #1-#7	rinse clean, flatten gallon jugs	plastic cups, film, hard plastics (toys, pails, etc.); medicine bottles, syringes
NEWSPAPERS & MAGAZINES		place in plastic or paper bags	
CORRUGATED CARDBOARD		flatten boxes	

**ACL SOLID WASTE/RECYCLING PROCEDURES**

- TRASH** — Bag all household garbage, deposit in the trash compactor.
- LARGE ITEMS-PERMIT REQUIRED** — Appliances with or without Freon, furniture, mattresses, etc. may be deposited into the dumpster. No hazardous materials allowed, no septic tanks or septic components allowed. Permits available at the Association Office.
- MATTRESSES-PERMIT REQUIRED** — Mattresses may be deposited into the dumpster. permits available at the Association Office.
- ELECTRONICS-PERMIT REQUIRED** — Electronics are not to be deposited into the dumpster. These items will be placed in the shed. Permits available at the Association Office.
- NO BUILDING MATERIALS** — Materials from a construction or renovation project should be disposed of by requesting your contractor to supply a dumpster on site. Contact our Building Inspector for information.
- NO TIRES OR BATTERIES**
- NO YARD WASTE** — Branches, leaves, etc. Burning of these items is permitted on your lot. However, the Property Owner must call the SSD (Safety and Security Department), (815) 492-2436, 24 hours in advance.

**SOLID WASTE/RECYCLING CENTER HOURS**

**OCTOBER 1 – MARCH 31**

Mon ..... 8 am to 10 am	Friday ..... Closed
Tuesday ..... Closed	Sat ..... 10 am to 2 pm
Wednesday ..... Closed	Sun ..... 2 pm to 4 pm*
Thurs ..... 4 pm to 6 pm	

\*open at 10:00 a.m., October only.

**APRIL 1 – SEPTEMBER 30**

Mon ..... 7:30 am to 9:30 am	Fri ..... 7:30 am to 9:30 am
Tues ..... 5 p.m. to 7 pm	Sat ..... 10 am to 2 pm
Wed ..... 7:30 am to 9:30 am	Sun ..... 10 am to 7 pm
Thurs ..... 5 p.m. to 7 pm	

**SPECIAL HOLIDAY HOURS**

Memorial Day • July 4th • Labor Day: 10 am to 7 pm  
 CLOSED: Thanksgiving • Christmas • New Year's Day

**PLEASE DON'T HESITATE TO ASK THE ATTENDANT FOR ASSISTANCE!**

**Glass Recycling is now available in Galena at Tammy's Piggly Wiggly. Look for the purple dumpster in the parking lot.**

**Large Item, Mattress, Electronic Item Permit Required**

**PLACE IN LARGE DUMPSTER**

- couches, sleeper sofas, sectionals, rockers, recliners, large chairs
- dressers, large cabinets, bookcases
- water heaters, water softeners, swing sets (unless broken down)
- carpeting (more than 1' in diameter, rolled)
- kitchen tables, bath tubs, shower stalls, grills, rider mowers
- stoves, refrigerators, freezers, washers/dryers, dishwashers, dehumidifiers
- small boats/motors
- box springs
- Other large items as determined by staff.
- Mattresses

**PLACE IN STORAGE UNIT**

**All Electronics**

- Includes:**
- televisions
  - VCR/DVD players
  - computers
  - computer monitors
  - stereos
  - microwaves

Other electronics items as determined by staff.

**\$30 per electronic item, permits available at the ACL Office.**

**\$15 per large item, permits available at the ACL Office.**

**\$30 per mattress, permits available at the ACL Office.**

**Renew your Illinois State Watercraft Registration Online!**

If your State Watercraft Registration is expired, or will expire June 30, 2021, you need to apply for a renewal online at <https://www.il.wildlifelicenses.com/vehicle.php?action=vehiclelkup> (only for Illinois registrations).

When renewing online, there is a printable confirmation page that serves as your temporary registration card. The ACL Association Office accepts copies of this confirmation page as proof that the registration has been renewed until the actual card is received. When renewing over the phone, the DNR provides a confirmation number that the DNR can check if they stop you. ACL has no way to look up the confirmation number and cannot accept it as proof of registration renewal.

If you do not have a printer, but do have a computer with internet access, you can print the transaction confirmation page as a PDF (this will allow you to save the file on your computer – that file can then be emailed to ACL). If you do not have internet access or a computer, or are just not tech savvy, bring your credit card (to pay IDNR for the renewal) to the ACL Association Office and we will assist you with your renewal.



**Boating Rules & Regulations Amended**

The Board of Directors approved amendments to the Rules & Regulations, section V Boating, C. Boat Size/Horsepower at their October 19 meeting. Association staff must measure EVERY newly registered motorized watercraft. How staff measures tri-toons was also clarified. If you are considering a new boat, please pay close attention to the measurements! We had several boats registered this summer that were just a hair under the maximum allowed and one brand new pontoon was rejected for being over the allowable measurement.

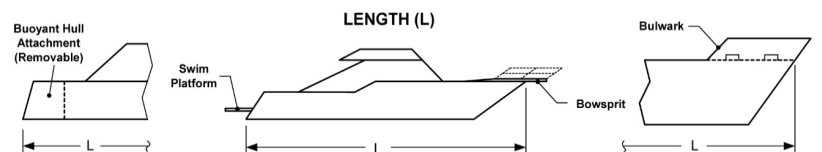
**C. BOAT SIZE/HORSEPOWER**

- Effective July 15, 2017, any newly registered motorized boat must be measured by ACL staff prior to registration. Any boat registered prior to July 15, 2017 that was not measured will be exempt. These "grandfathered" boats shall be exempt as long as these boats remain under present ownership.
- Powered boats, with the exception of pontoon boats, shall be no more than 21 ft. in length from bow to stern in length overall (LOA), as measured by the ACL staff.

**LENGTH OVERALL DEFINED:**

**USCG Enclosure (4) to MTN 01-99 CH5, Tonnage Technical Policy, Simplified Measurement 69.203 Definitions, Page 4:**

OVERALL LENGTH means the horizontal distance between the outboard side of the foremost part of the bow and the outboard side of the aftermost part of the stern, excluding rudders, outboard motor brackets, and other similar fittings and attachments. Also excluded from length are non-buoyant attachments such as bulwarks, bowsprits, overhanging decks, swim platforms and stern-wheel supports. Buoyant hull structures both fixed and removable are included in the overall length.



- Pontoon boats shall not exceed 25 ft. as measured from the forward most point of the pontoon(s) to the aft most point of the outside pontoon(s).

All measurements will be taken by ACL staff at the Association Office before a decal will be issued. If a property owner is unable to reach the office prior to closing, the office staff will make reasonable arrangements for that property owner to meet with the Safety and Security Department to have the watercraft measured and the decal given, provided all paperwork is on file, and the registration fee has been paid in advance. The Safety and Security Department will not accept any paperwork or payments. Please allow extra time for staff to complete these measurements. If the office staff is occupied with other owners, the Safety and Security Department will be called to assist.

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# ACLPOA PAYMENT PLAN

The Apple Canyon Lake Property Owners Association is offering two payment plan options for those property owners needing assistance paying their annual assessment (dues) and fees. There is a \$35 Payment Plan Processing Fee per lot entered on the Payment Plan. All payments will be automatic ACH withdrawals initiated by ACL; other payment types are not offered as part of the Payment Plan.

The terms for the three installment ACLPOA Payment Plan are as follows:

### WITHDRAWN ON MARCH 1

- \$368 .....1/3 of the Annual Assessment [Dues]
- \$34 .....1/3 of the Owner Amenity Registration Fee(s), (if two owners \$68, if three owners \$102)
- \$35 .....Payment Plan Processing Fee
- \$120 .....Trash Fee (if applicable)
- \$205 .....Seasonal Boat Slip/Boat Registration (if applicable)
- \$750 .....Seasonal Campsite/Camper Registration (if applicable)
- \$25 .....Outdoor Golf Storage (if applicable)
- \$125 .....Inside Golf Storage (if applicable)
- \$20 .....Kayak Locker (if applicable)

\*All other recreational vehicles such as ATVs, golf carts, boats, non-motorized boats, and snowmobiles, Heat Light Program, Camper Storage, etc., must be paid with the payment plan or removed from the account until used. These fees will be included in the March payment unless staff are instructed to remove them from the account at the time of signup.

### WITHDRAWN ON MAY 15

- \$366 .....1/3 of the Annual Dues
- \$33 .....1/3 of the Owner Amenity Registration Fee(s), (if two owners \$66, if three owners \$99)

### WITHDRAWN ON JULY 15

- \$366 .....1/3 of the Annual Dues
- \$33 .....1/3 of the Owner Amenity Registration Fee(s), (if two owners \$66, if three owners \$99)

The terms for the five installment ACLPOA Payment Plan are as follows:

### WITHDRAWN ON MARCH 1

- \$220 .....1/5 of the Annual Assessment [Dues]
- \$20 .....1/5 of the Owner Amenity Registration Fee(s), (if two owners \$40, if three owners \$60)
- \$35 .....Payment Plan Processing Fee
- \$120 .....Trash Fee (if applicable)
- \$205 .....Seasonal Boat Slip/Boat Registration (if applicable)
- \$750 .....Seasonal Campsite/Camper Registration (if applicable)
- \$25 .....Outdoor Golf Storage (if applicable)
- \$125 .....Inside Golf Storage (if applicable)
- \$20 .....Kayak Locker (if applicable)

\*All other recreational vehicles such as ATVs, golf carts, boats, non-motorized boats, and snowmobiles, Heat Light Program, Camper Storage, etc., must be paid with the payment plan or removed from the account until used. These fees will be included in the March payment unless staff

are instructed to remove them from the account at the time of signup.

### WITHDRAWN ON MAY 15

- \$220 .....1/5 of the Annual Dues
- \$20 .....1/5 of the Owner Amenity Registration Fee(s), (if two owners \$40, if three owners \$60)

### WITHDRAWN ON JUNE 15

- \$220 .....1/5 of the Annual Dues
- \$20 .....1/5 of the Owner Amenity Registration Fee(s), (if two owners \$40, if three owners \$60)

### WITHDRAWN ON JULY 15

- \$220 .....1/5 of the Annual Dues
- \$20 .....1/5 of the Owner Amenity Registration Fee(s), (if two owners \$40, if three owners \$60)

### WITHDRAWN ON AUGUST 15

- \$220 .....1/5 of the Annual Dues
- \$20 .....1/5 of the Owner Amenity Registration Fee(s), (if two owners \$40, if three owners \$60)

To sign up for the ACLPOA Payment Plan, property owners must do the following:

**PRIOR TO JANUARY 31, 2021, SEND A VOIDED CHECK AND THE PAYMENT PLAN ACH FORM TO THE ACLPOA OFFICE.** Any incomplete forms or forms returned without a voided check will not be included in the payment plan for 2021. Payment Plans set up after January 31, 2021 will also be subject to a Late Signup Fee of \$25 per lot. Payment Plan submissions cannot be accepted after February 25, 2021.

**DO NOT SEND A CHECK FOR PAYMENT IF USING THE PAYMENT PLAN.** Make sure all of the owners on the lot are aware the lot is on the payment plan. Duplicate payments will be applied to the balance due unless everything is paid in full. Overpayments will be refunded via check.

**MAKE SURE THERE IS ENOUGH MONEY TO COVER EACH WITHDRAWAL** All insufficient funds for ACH will be charged a \$35 fee. If there are two NSF, the lot will be removed from the Payment Plan, and payment in full by cashier's check, money order, cash, or valid credit card (4% convenience fee applies) will be required within 10 days, or a lien will be filed. The Delinquent Dues Fee and Interest will be assessed immediately. If a property owner has had one or more payments returned NSF (non-sufficient funds) or otherwise been removed from the payment plan in past years, the General Manager may, at his/her discretion, prohibit a property owner from participating in the payment plan for up to three (3) years and/or from receiving amenity tags, auto stickers, etc. until the final payment has been completed successfully.

Please call the Association Office at (815) 492-2238 if you have any questions about the payment plan.

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**Payment Plan ACH Debit Authorization Form** **MUST BE RETURNED BY JANUARY 31, 2021**

I (we) hereby authorize ACLPOA, hereinafter called COMPANY, to initiate debit entry to my (our) account indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to debit the same account for (Application). I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of the US Law.

The debit to my (our) account will be made on (mark one):  Checking  Savings

(Financial Institution Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (City/State) \_\_\_\_\_ (Zip) \_\_\_\_\_

(Routing Number) \_\_\_\_\_ (Account Number) \_\_\_\_\_ (Name (s) on Account) \_\_\_\_\_

The COMPANY has my permission to initiate a debit entry to my (our) account for the total amount assessed to my (our) lot listed below, plus any applicable Processing Fees, including Late Fees. The Processing Fees, including Late Fees, and payment installments will be calculated by Association staff in accordance with the Board-approved ACL Payment Plan. The authority/permission granted herein to ACLPOA shall remain in full force and effect until ACLPOA has received payment in full or ACLPOA has received written notification from the undersigned of its termination, in such time and in such manner as to afford ACLPOA and the Financial Institution a reasonable opportunity to act upon it.

(Lot(s)) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Phone #) \_\_\_\_\_ (Email Address) \_\_\_\_\_

ACLPOA can only accept ACH payments initiated by ACL. This form must be completed in full.

VOIDED CHECK MUST BE ATTACHED HERE IF USING A CHECKING ACCOUNT.  
DEPOSIT TICKET MUST BE ATTACHED HERE IF USING A SAVINGS ACCOUNT.

3 Installments	For Office Use Only:	Total Amount Owed: \$ _____
	March 1 _____ May 15 _____ July 15 _____ Lot(s) _____	
5 Installments	For Office Use Only:	Total Amount Owed: \$ _____
	March 1 _____ May 15 _____ June 15 _____ July 15 _____ August 15 _____ Lot(s) _____	

CHOOSE ONE INSTALLMENT OPTION



## OFFICE GUIDELINES

ACL staff are planning ahead and taking every possible precaution to protect the health & safety of our staff and membership this winter. COVID-19 is more prevalent than ever in Jo Daviess County. We anticipate the Association Office guidelines below will be in place through the first quarter. We will adjust as the situation changes or as county, state, and federal guidelines require.

All owners are strongly encouraged to pay by mail, or to sign up for ACH - either the one-time pull withdrawn February 1, or one of the two Payment Plan options ACL is offering in 2021. We can accept credit or debit card payments over the phone, but a 4% convenience fee does apply.

The Association Office & Clubhouse will remain closed. Any owners that would like to pay with cash or otherwise need to pay in person will be required to set up an advance appointment to do so. Appointments will be managed through Signup Genius, the same program used for pool & beach reservations this summer. Each appointment will be scheduled for 20 minutes. Pay-in-Person appointments will be released in two-week increments. The first time slots will be released on December 15. The customer service counter will be sanitized by staff after each appointment. Only one owner will be helped at a time (members of the same household may come together) as the lobby and customer service window are not large enough for social distancing guidelines to be followed with separate groups. Owners must wear face coverings and temperatures will be checked upon entry. Anyone with a temperature of 100.4 or higher or anyone without a face covering will not be allowed entry. Face coverings may be removed once staff is behind the plexiglass divider. Appointments will not be extended for any reason, for example waiting for insurance to be sent over, unless the next appointment slot has not been reserved. Amenity tags & stickers will be issued at the time of the appointment provided that current paperwork is on file, and all fees have been paid by all owners on all lots owned.

For those owners paying by mail or via ACH, we highly recommend having the amenity tags, stickers, etc. mailed to your home for \$9 postage. These are sent in a Priority Mail box with tracking. Normal delivery times are 2-3 business days after shipment. We will continue offering curbside pickup of amenity tags & stickers for those who have already paid their dues & fees. Advance appointments will also be required for curbside pickup during the first quarter. This will also be managed through Signup Genius. These appointments are only for staff to deliver your packet to your vehicle. We can accept payments or paperwork dropped off curbside, but we will not be able to process payments or issue tags & stickers. A drop box is also accessible 24/7 next to the bulletin board outside the main office entrance. Curbside pickup appointments will be released in two-week increments. The first time slots will be released for booking on January 4. Curbside pickup will not be available until Monday, January 11.

The best way to get documents to ACL is via email or fax. All ACL forms can be also be filled out electronically. Insurance agents can send documents directly to ACL at [customerservice@applecanyonlake.org](mailto:customerservice@applecanyonlake.org) or via fax to (815) 492-2160. No scanner or fax machine? If you have a smartphone, please take a clear picture of your documents and email those photos to us. Payments & copies of paperwork can also be left in the dropbox at any time.



## JDLF Adds Saturday Delivery of Local Food

Jo Daviess Local Foods (JDLF), the online farmers' market, has expanded its outreach to meet the needs of more customers.

In addition to their Tuesday evening deliveries, they are now offering Saturday morning deliveries as well. Customers can meet delivery people in a designated pickup location, or they can receive home delivery for an additional fee.

For Apple Canyon Lake, the pickup location is always in the parking lot of the Firehouse Fitness Center. Pickup is at 5:15 pm on Tuesdays, or 10:45 am on Saturdays.

For a Tuesday delivery, order on the website between Friday at noon and Monday at noon. For Saturday delivery, order between Wednesday at noon and Thursday at 8:00 pm. Customers are welcome to place multiple orders within the buying window.

JDLF has recently increased their number of producers to help meet the demand for local food. They still have all the high-quality products they are known for: pasture-raised meat, free-range chicken eggs, sheep and goat milk cheeses, heirloom grains, organic vegetables and herbs, local honey, healthy snacks, artisan canned goods, natural skincare products, delicious baked goods, and much more.

All JDLF producers live in or close to Jo Daviess County. This allows customers to reduce their carbon footprint, support the local economy, get fresh food with lots of nutrients, and shop from several local producers in a convenient way. JDLF strives to be environmentally friendly by limiting the use of plastic, reusing cloth bags that are washed every week, and offering credits for the return of glass jars and bottles.

For more information, visit the JDLF website at <https://jd.luluslocalfood.com>. There is a FAQ page with commonly asked questions, and additional questions can be directed to Erin Keyser at [jdlocalfoods@gmail.com](mailto:jdlocalfoods@gmail.com) or 815-990-5374.



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# 2020 VIRTUAL KIDS FISHING TOURNAMENT SUBMISSION.

image by Dominick Agostino.



## CONSERVATION CONVERSATIONS

### ONLY EIGHT OVER EIGHT

**BY PAULA WIENER**  
Conservation Commission Chair

Eight blue gills over eight inches that is. For the past two years the Bigger, Better Blue Gill program has encouraged voluntarily keeping only six fish eight inches or longer out of your 25 fish creel limit. At the November meeting the Conservation Commission had a long discussion with our Lake Consultant, Joe Rush whether to maintain the voluntary program for another year or move ahead to changing the creel limits. In the end, the Commission decided to change the limit but we also took into consideration comments we heard from our anglers. That's why we decided to limit the number of gills eight inches or larger to eight instead of the original six. So, the new slogan you'll be seeing from now on is "Only 8 Over 8 Inches". For an in-depth explanation of why this change is important for developing a more robust blue gill population, read Joe Rush's article in this issue.

#### When the Lake Freezes

The first ice will form near the shoreline and in the shallower bays. Water is a great insulator. As it cools, the molecules sink and pack closer together until the temperature drops to 39 °F. At this point the warmer water is at the bottom while the surface water is colder. This is why shallow areas ice over first. Water is one of the few elements where the solid form is lighter than the liquid form. If ice didn't float, all aquatic life would die out every winter.

As the water temperature cools down, metabolism rates for all the lakes inhabitants slow down. As long as sunshine can pass through the ice cover, photosynthesis will continue among the lake's smallest inhabitants – the phytoplankton. Activity levels, respiration, and digestive rates for fish will slow considerably. Prey consumed when the water temperature is 75 °F takes about 24 hours to digest. In winter, that same prey may takes an entire week to digest. Ice fishermen will attest to the fact that bait that fish wouldn't look at twice during the summer months becomes a delectable mouthful in winter.

#### A Message to our Ice Fishermen

We know you're eager to get out on the lake, but please be cautious. According to the Michigan State University, no one should be on lake ice that is less than two inches thick. Your first outing should only come after a hard freeze that forms clear solid ice. Four inches of this type of ice will support a person on foot, but six inches are necessary to support an ATV or UTV. And please remember that creel limits apply to ice fishing too, especially the new "only eight over eight inches" blue gill limit.

Stay safe, stay warm and have fun out there.

### Bluegill Reproductive Behavior

**BY JOE RUSH**

Bluegill are one of the most common, and sought-after fish in the State of Illinois. So ubiquitous that it is actually known as the state fish here in Illinois. Most anglers likely call the bluegill the first fish they ever caught, fishing in the local waterhole with a bobber and a worm.

The bluegill, however, is an eccentric and interesting species when it comes to the spawning (reproductive) behavior, especially for the males. In the spring, the large males move up into the shallows to create a 'nest' that is a cleared-out pit that can be up to 3 times their body length. And these big males will build their nests right next to one another, creating a colony of nests all together. The prime real estate for nesting is the center of that colony, and this is the place you'll find the biggest, toughest, meanest bluegill males defending their nests and courting the best, most attractive, females.

HOWEVER, there is another type of male... the 'sneaker' male. Picture, if you will, the college football team with all the big athletes on the field, battling it out. These are the 'big males' that are in the colony of nests breeding the best females. Then, look over on the sidelines, and you'll see the 'sneaker' males. They are little. They are underweight. But they are smart and still in the 'game' when it comes to spawning. These sneaker males put all their energy into growing BIG gonads with a lot of sperm, while the bull bluegill males put their energy into growing their body sizes. It's like the historic 'nerd' versus 'jock' rivalries in historic comedic movies.

While the BIG males are fighting other males for female attention and defending nests, the

sneaker male does exactly as his name implies. While the big males are distracted, they 'sneak' into the nest and spawn with the female when the big male is unaware. The sneaker males also have the physical appearance of a female, which also helps them to sneak in, undetected. While the big male thinks he's fertilizing two sets of female eggs, in actuality the sneaker male is releasing sperm and fertilizing some of the female's eggs that are released.

The difficulty for the species is due to angler pressure and harvest of the big males from the colony. Historically, anglers have targeted the biggest bluegill for their harvest. By removing the BIG males, it opens the opportunity for smaller, less fit, or younger males to move into the colony and spawn. Males that should be putting energy into another year of growth to become a BIG bull male now move onto the nest, and all their energy goes into producing sperm, spawning competition, and stresses. When this occurs, the male population begins to 'stunt' at a range of 6" to 7" instead of growing to the larger fish we desire for our fish fry and table fare. Along with the reduction in length, they also have a much lower weight, further reducing the angling desires of fishermen.

Now you understand the complexity of the bluegill spawn, and why it's so important for our fishery that we MANAGE our bluegill harvest to ensure the BEST fishery we can have here at Apple Canyon Lake. Follow the established creel limits, and when fishing the spring spawning beds, reconsider further limiting your harvest of those big males...

## The Conservation Commission Needs YOU!

**PAULA MCFEELY WIENER, MSW, LCSW**

We are looking for two or three people to join the Conservation Commission. No special training is necessary, just an interest in providing the best information possible to the Board and our membership on the lake, the flora and the fauna. If you are interested in joining us or have questions, please email Chair Paula Wiener at [pmwiener@sbcglobal.net](mailto:pmwiener@sbcglobal.net). Commission membership is a great way to deepen your understanding of our little slice of the natural world and make new friends at the same time.

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# RESCUE RANDY'S REMINDERS

## What is a capacity plate and why is it important to know?

Each **capacity plate** includes the maximum number of adult persons, the maximum gross load, and the maximum size of engine, in horsepower, that your boat can legally carry. The next time you are around a boat, look for its capacity plate; it should be permanently fastened near the steering area, or the helm.

Overloading your boat can increase the risk for capsizing or swamping, so know what your boat's maximum capacity limit is and adhere to it.

**Capsize** – To turn on the side or turn completely over.

**Swamp** – To fill with water.

For example, if you had a 15' boat approved for 4 people and had 10 people on it, you may be subject to speculation and questioned regarding violation of the Illinois Boating Laws and with ACL Rules & Regulations. So, educate yourselves on the safety of your boats. Otherwise, if caught in violation, it could be a hefty fine and put a real damper on your weekend.

Also, I want to take this time to remind you that personal flotation devices or lifejackets must be onboard the vessel for each person and must always be worn by any child 13 years of age and younger.

To learn more about boater safety, read *The Handbook of Illinois Boating Laws and Responsibilities* here: <https://www2.illinois.gov/dnr/boating/Documents/BoatDigest.pdf>

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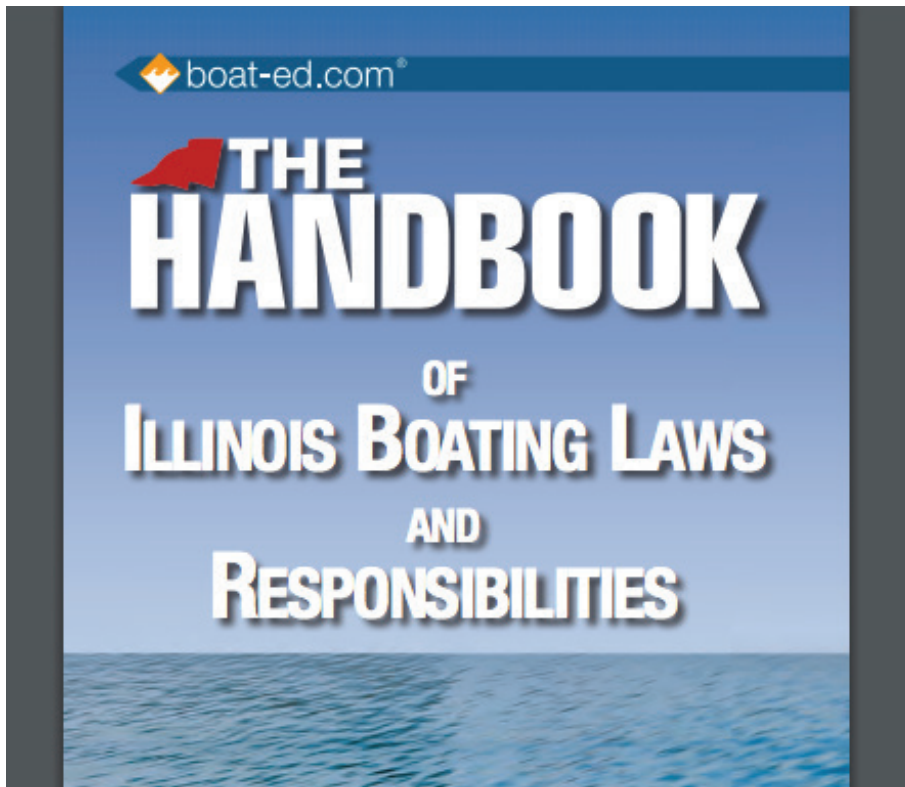
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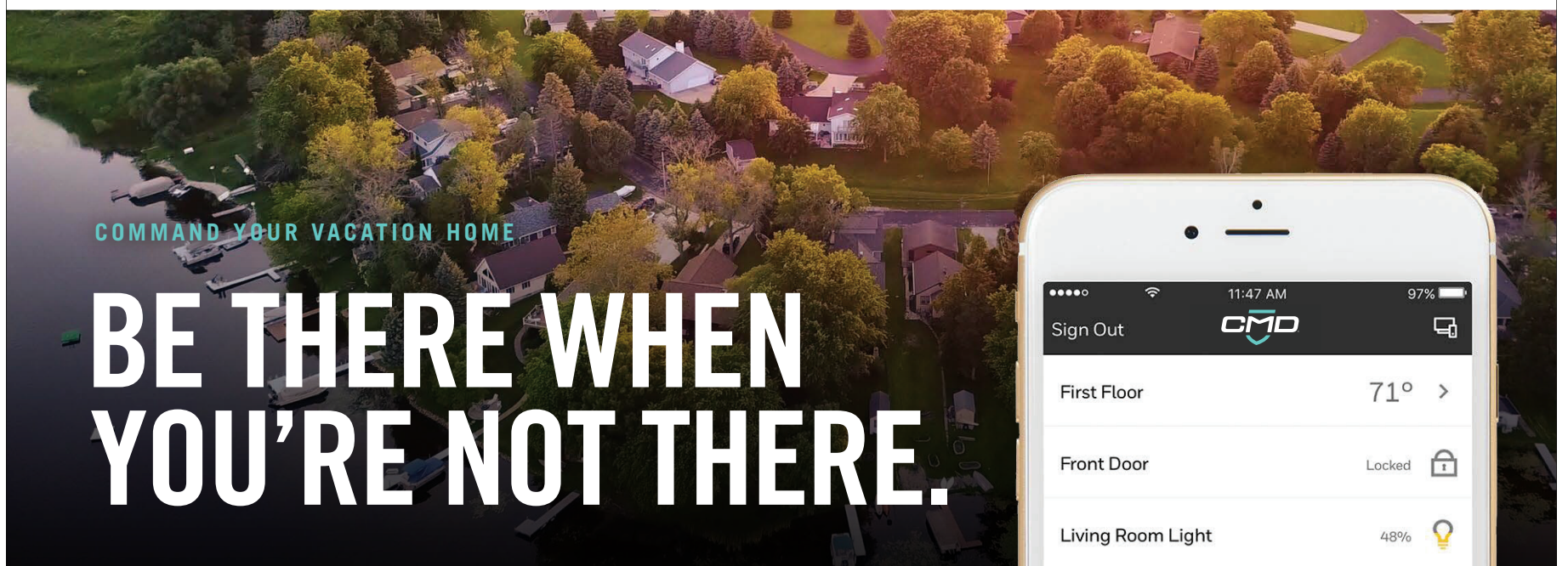
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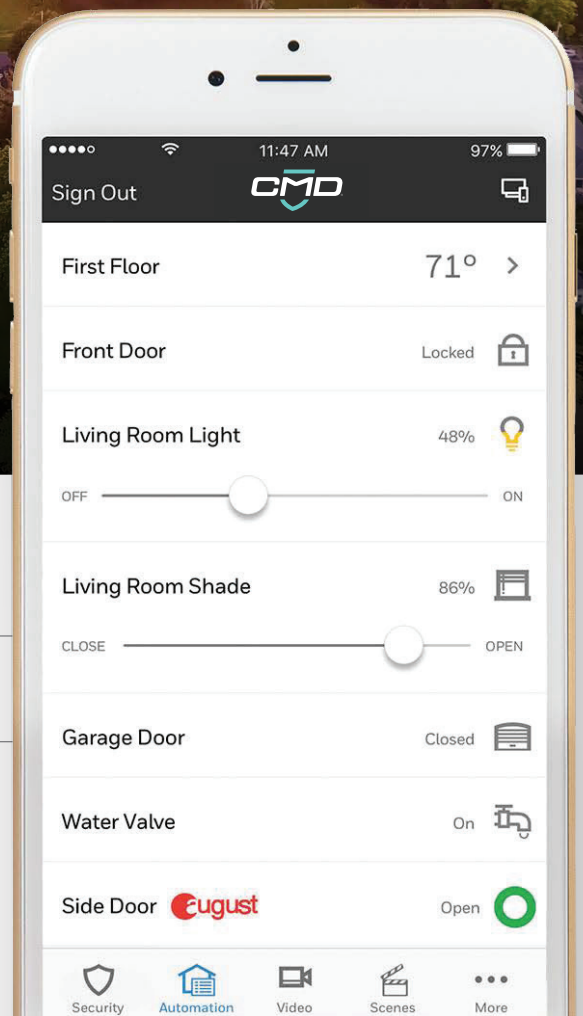
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## MAINTENANCE MATTERS

BY ED ZIARKO,  
Maintenance Manager

Welcome 2021, hopefully it will be a better year for everyone. In Maintenance we have been working on the trails taking down some trees that needed to come down, so don't be alarmed if you see an area that has been plowed. As we ring in the new year, we are preparing ourselves for a great spring season.

We are also preparing for a very busy year with some projects coming to the campground area. At this time, we are just waiting for final approve from Jo Daviess County before our work can begin.

We are also planning on finishing the North Bay project, along with the Maintenance Requests that come into play. We have been working on some docks that needed repairs and are looking at areas that we could implement a community garden. To the Commissions if there is something Maintenance may be able to help with please ask. I hope everyone had a safe and happy holiday season.



## "WHAT'S TRUMP" RELAY FOR LIFE

BY MARY BEHAN  
"What's Trump" Relay for Life Team Captain

I would first like to thank everyone who purchased a November Cash Grab ticket. We were able to award over \$1,100 in prizes and had 32 lucky winners and were able to bank \$3,100 for Relay for Life! These funds, along with other money raised, will be donated next June at the end of the Relay fundraising year. I hope everyone had fun watching our Facebook page to see if their name was listed! We may have this Cash Grab again this fall.

Secondly, it appears that the Super Bowl will be played on February 7<sup>th</sup>. That is good news for all football fans and for us – we can have our Super Bowl Pool!! We use a 100 square grid and sell each square for \$20. \$1,000 in prizes are awarded based on the scoring in the game. All payouts are listed on the pool sheet you will receive in return for the \$20 payment. I will start contacting past buyers in January. You can contact me at (815) 492-1320 or Fred Turek at (815) 492-2561 to guarantee a square on the pool sheet.

Thank you for supporting our Relay team.

**RELAY FOR LIFE**



## The Bread of Life FOOD PANTRY in Apple River, IL

### Bread of Life Food Pantry Update

BY MARY BEHAN

I would like to thank everyone from the lake and nearby communities like Apple River and Scales Mound who donated to the November/December Holiday Food Drive for the Bread of Life Food Pantry. In total, I delivered 2 car loads of food and I deposited over \$2,500! The Pantry directly received large cash donations and cases of pasta sauce, peanut butter, and other food items. These donations will help this pantry for many months to come with serving families who are having trouble providing nutritious meals during this unbelievable pandemic. As you can imagine this pantry, as well as most others in this region, are helping many more clients than in the past – any and all donations are greatly appreciated.

We will plan on hosting another Holiday Food Drive again this year. The need is always here – if you would like to contribute during the year please contact me at (815) 492-1320. Again, thank you for being so generous.



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# APPLE CANYON LAKE GARDEN CLUB

## ACLPOA Foundation and Korte Landscaping Assist with Funding Children's Garden

BY THERESE NELSON, KATHY ROGERS AND ANN YORKE

Visions and discussions of an ACL Children's Garden began last summer. As excitement was growing about this idea, members of the Garden Club had a chance meeting in September with Don Ford, Chair of the ACLPOA Foundation. They started sharing their interests and backgrounds with one another. This led to later sharing their idea of a Children's Garden. In a short time, they knew they could work together on something spectacular. And so it began, a partnership to strengthen our community by building the Children's Garden and Canyon Adventure Program using funds from the Garden Club and monies donated by the Foundation.

The Foundation is a relatively new organization dedicated to providing for the conservation and beautification of the properties owned by the Apple Canyon Lake Property Owners' Association. The Poker Run and the UTV Raffle were a few of the fundraisers that generated money for the Foundation to put right back into our community.

Within a few weeks, Dr. Ford contacted the Garden Club and invited members to present the proposed project to the Foundation at their October meeting. At that meeting, there was great excitement and energy in the room as the details were rolled out. Those present could feel this was going in the right direction. Several days later, the Garden Club received the news that the Foundation approved supporting the project with the amount to be determined at the December Foundation meeting.

The Garden Club was required to formally submit an application to the Foundation outlining the proposed Children's Garden and Canyon Adventure Program. The project is a multi-phased project beginning with building the Children's Garden and then creating an outdoor family-fun Adventure Program available to residents every day of the year. ACLPOA already has excellent amenities to create the Adventure Program

including the Secret Garden Gazebo, the Pool, the Scenic Overlook above the Pool, a Native Prairie Garden, the Roy Mann Observation Tower, the Lester A. Johnson Walking Trail and now the Children's Garden. The Adventure Program connects the dots on a map from one amenity to the next. It is a self-guided or family tour of fun and adventure. There is a learning component that will be built into each stop on the tour.

The Children's Garden will be an educational environment filled with flowers and vegetable plants designed to teach children and families about plants, bees, birds and our ecosystem. The layout of the garden will be alphabetical. Children will learn to read a rain gauge and learn about Northern Illinois animals and birds. Our most expensive items on our wish list are two observation binoculars permanently mounted on stands to allow viewers to see and observe nature in action.

On November 17, Jeff Korte expressed interest in supporting the proposed Children's Garden and will be donating labor and materials for the edging of the garden. On November 21, the Board of Directors of ACLPOA unanimously approved a motion to allow the creation of the Children's Garden and then on December 4, the ACLPOA Foundation unanimously approved up to \$2,000 to use for the Children's Garden.

"The Foundation is excited to finally be able to show the membership how their contributions to the Foundation can be used for the benefit of ACL," stated Don Ford. "The Garden Club's Children's Garden and Canyon Adventure Program seem to be the perfect way to begin that process, and it is a privilege for us to be able to financially assist them with it. Through the generosity and support of the ACL community, we hope to fund many more exciting projects of this nature."

The Garden Club's vision is becoming a reality thanks to these partnerships. It will be a very Happy New Year!

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**Jo Daviess Carroll  
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December 7, 2020

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 Apple River, IL 61001

Dear ACLPOA:

This letter is sent in behalf of the Jo Daviess Carroll CTE Academy in recognition of a recent donation to our Academy Program and Students. Donations enhance our ability to provide services, equipment, and experiences to our CTE Students. The CTE Academy provides coursework in 9 different Career and Technical fields of study for students in 6 local school districts. These courses enhance educational opportunities in real world instruction throughout our communities. Your donation has expansively reached into the lives of our students and the communities we serve.

The donation of a **2005 Chevy Trailblazer** VIN # 1GNET16S156155583 to our Automotive Technology Program was greatly appreciated. The approximate value of your donation is \$4,500. Thank you for your generous donation. Your generosity will have a positive impact on our programs and student learning. We will use this SUV for student lab experiences and training.

Thank you for considering the CTE Academy as a worthy recipient of your generosity. Trust that this donation will be used to the greatest extent possible with our Automotive and Auto Body Technology Students in our training programs.

Sincerely,



Kris Hall  
 CTE Academy Director

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## Elizabeth Ambulance

Elizabeth Community Ambulance Service is in need of additional volunteers to help provide ambulance service to the Elizabeth and Hanover area.

Our volunteers have an important role in helping family, friends, neighbors and the community when emergencies occur. As a Volunteer you will give back to the community, make a difference, and develop new skills! For additional information please contact Dan at 815-238-1999 or Richard at 815-289-2940.



### Seeks volunteers

CONTACT: Cheryl Johnson, Community Engagement Coordinator  
815-235-9777, ext. 253 [cjohnson@srcntr.org](mailto:cjohnson@srcntr.org)  
DATE: 10/19/20

FOR IMMEDIATE RELEASE

## Senior Resource Center Offers Home Maintenance Program To Seniors

**FREEPORT** –The Senior Resource Center, in partnership with the Freeport Township, announces a program aimed at assisting local seniors with needed home repairs and maintenance. The Senior Home Maintenance Program, funded with a generous grant from the Freeport Township, is expected to run through April 30, 2021. To be eligible for the program, applicants must meet income guidelines and apply for assistance through the Senior Resource Center.

Patrick Sellers, Freeport Township Supervisor, shares, “This program has been designed to assist our senior residents of Freeport Township with four, potentially problematic areas of home maintenance for seniors. Tasks such as landscaping, gutter cleaning, leaf and snow removal, along with the purchasing of fans/window air condition units will be covered. Successful implementation of this program could result in fewer senior-related accidents involving such tasks while ensuring that senior properties are well maintained. Last but not least, this program will help lift the burdens of such tasks off the minds of our senior residents.”

Home repairs are often low on the priority list for seniors, not by choice, but primarily due to issues with mobility, availability of assistance from family or friends, or lack of funds to complete needed maintenance. This can lead to unsafe conditions at home for the senior homeowner. With a goal of disbursing needed funds to local seniors for such tasks as gutter cleaning, roof repair, heating and air conditioning, plumbing and other home maintenance items, the services provided by the Senior Home Maintenance Program will aid seniors in remaining safely independent in their homes.

Notes Sonja Shoemaker, Executive Director at the Senior Resource Center, “We are so excited to partner with the Freeport Township for this program and I’m thankful for the Township’s generosity and their dedication to the well-being of our local seniors. We share that dedication; we are committed to the health and safety of our older adults and appreciate the opportunity to help provide a much-needed service for those we serve.”

Local seniors needing help with home maintenance projects are encouraged to contact the Senior Resource Center at 815-235-9777 to learn more about the program.

The Senior Resource Center offers programs, education and activities for older individuals, their families and caregivers in Stephenson and Jo Daviess counties. The programs include Adult Protective Services, Information & Assistance, Money Management, Case Management, Transit and Education & Activities. All programs are continuing to operate in various capacities, even though Senior Resource Center buildings are closed to foot traffic.

For more information or other questions about the Senior Resource Center, call (815) 235-9777 or go to the center’s website, [www.seniorresourcecenter.net](http://www.seniorresourcecenter.net).

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# LETTER TO THE EDITOR & POLICY

## CLARK

Letter to the Editor:

Members and former members of the Legal Commission are to be commended for their dedicated years of work and cooperation with Association commissions and members to accomplish this extensive update to our Restated Covenants and Restrictions and to our Amended and Restated Bylaws. In addition, the Legal Commission is to be commended for providing town hall meetings at which the membership had opportunities to ask questions, clarify issues, and make comments regarding the substance of the proposed changes in both documents. While not all comments resulted in changes to the language, the Legal Commission explained, listened and made changes that better organize information, expand legal protections, and protect a member's voice. I can support the updated documents on which the membership will vote.

Although both documents affect property owners' lives at ACL, I believe the following important revisions protect and make it easier for property owners to be heard.

1. Deleting the additional language that would have given the Board freedom to do land acquisitions by a 2/3 vote of the Board restores original language in the Covenants.
2. Restoring the original Bylaws language that states the Board must have no fewer than five (5) votes to pass a motion assures members reasonable representation on a Board vote.
3. Retaining the language that allows property owners to request a special meeting with 125 voting members instead of 20 percent (20%) of the voting members maintains the ability of property owners to be heard.

Marge Clark, 11A42



## ACLPOA Board Approved Policy THE APPLE CORE: ACCEPTANCE OF MATERIAL

The Apple Core is published by the ACLPOA for the benefit of its Members - to keep them informed about developments with respect to the lake, facilities, activities and finances; to report Board decisions; to provide a handy reference about rules, fees and coming events; and to afford a means of communication on questions and issues of importance to property owners.

The Editorial Review Committee shall consist of a member of the Board, who shall be the Chair; the General Manager, who shall be Vice-Chair; the Editor of The Apple Core, who shall be the Secretary; and such other members as the Board may appoint from time to time. This Committee 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.

The General Manager is responsible for having the paper produced. The Communications Director is the Editor. Any and all editorial material (copy other than paid advertising) must be submitted to the Editor's office.

The Editorial Review Committee will determine whether or not letters, advertising material or any other material submitted for publication should be rejected. If material is rejected, property owners will be notified and told cause of rejection.

### LETTERS TO THE EDITOR:

Letters from Property Owners are welcome.

Letters to the Editor must be:

- a) Submitted and signed by a Property Owner.
- b) Received by the 15th of the month previous to publication.
- c) Confined to 250 words or less.

The following guidelines for treatment of letters have been adopted for the purpose of encouraging expression of views with the focus on discussion of issues not people. Publication of letters does not necessarily imply agreement or

endorsement by the Association or the Board of Directors.

- Whenever possible, letters expressing views on both sides of an issue will be published at the same time.
- Constructive criticism will be accepted. Positive suggestions for improvement are encouraged.
- Letters must be in good taste. Those containing offensive or derogatory language, libelous statements or expressing personal grievances or conflicts will not be published.
- Nothing in these guidelines should be construed to prohibit references to people so long as an issue of importance is the focus of the letter.
- Editorial comments will be limited to factual clarification or update on the matter at issue. No point of view will be expressed.

With respect to Board Elections:

- 1) Candidates will be presented in the March and April issues.
- 2) A special section for questions regarding candidates will be included in the March and April issues of The Apple Core. Questions regarding candidates must be received thirteen (13) days prior to copy deadline in order to provide the candidates with the opportunity to respond in the same edition. Candidate responses must be received two (2) days prior to copy deadlines.

Adopted: May 16, 1998

Reviewed: November 15, 2008

Amended: April 21, 2001

Amended: November 19, 2011

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**OBITUARY**



**Phillip Albert Falson**

Phillip Albert Falson passed away December 24th, 2020, at home in Apple Canyon Lake.

Beloved husband of Janice; loving father of Phillip (Mary Kay), Paul, Veronica (Greg Ashline); and beloved grandfather of Phillip, Patrick, Kaitlyn, Haydee and Silas. Beloved great grandfather of Olivia June.

He is also survived by his sister Damian (Ken Mlynski); and many nieces, nephews and cousins.

Preceded in death by his parents, Phillip and Nancy Falsone.

He went to Proviso East High School, attended Bradley University, and was a Veteran of the United States Army stationed in Alaska.

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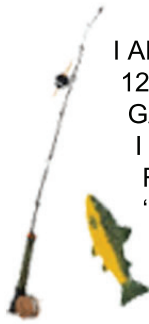
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- Rosanne Brandenburg** ..... 708-533-1800
- Marcy Stanger** ..... 815-238-0555
- Holy Cross Office** ..... 815-291-2102 Julie or Fr. Mike





## COMMUNICATION CONNECTION

### 2020 is Behind Us and 2021 is Here!

**BY TIM BROKL,**  
*Communications & Recreation Manager*

Although we have started a new year, unfortunately the COVID-19 pandemic is still with us, bringing several cancellations and postponements to the Recreation Department's schedule of events.

On Saturday, January 16<sup>th</sup>, the Recreation Department will host a Sledding Party on hole #9 of the Golf Course (*behind the Pro Shop off of Marina View Dr.*), so long as we still have snow to sled on. During the event, members can stop by the Pro Shop patio to warm up by the space heaters and enjoy a complimentary hot cocoa and a fresh baked cookie. Saturday, January 16<sup>th</sup> is not the only day members can sled on hole #9. If there is snow, then we encourage you to bust out the sleds and take to the hill.

Although the Sledding Party is still on, weather permitting, unfortunately the Potluck & Movie Night scheduled the same evening, has been canceled for 2021, due to concerns with COVID-19.

In February of each year, the ACL Recreation Department and local business, Strictly Shingles, team up to host the ACL All-Age Pinewood Derby. After discussing several alternatives, including the possibility of a virtual derby, the Pinewood Derby planning group has decided to postpone the Pinewood

Derby. At this time, a new date has not been set. As always, we encourage our members to stay up to date by reading *The Apple Core*, *The Apple Seed*, and by watching *The ACL Weekly Update!*

New Year means new Glossy Calendar and Chronicle! On December 18<sup>th</sup> of 2020, the 2021 ACL Calendar and 2021 Chronicle were mailed out. Our members should have received their 2021 Calendar and Chronicle by now. We would like to thank all our members who contributed to this wonderful calendar by participating in the 2020 Deck the ACL Walls Photo Contest. We hope our members find these publications useful and enjoy the stunning photos throughout.

I hope everyone had a wonderful holiday, a Merry Christmas, and a safe and happy New Year's. We look forward to and are hopeful to see the return of some of our favorite events in 2021.

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# RECREATION RE-CAP

## Holiday Tree Decorating Contest!

**BY KIRSTEN HEIM,**  
*Communications & Recreation Administrative Assistant*

I think we can all agree that 2020 was far from typical. Nonetheless, the Recreation Department and Recreation Commission did its best when it came to modifying the events already in place for the year or creating new ones to roll with the punches we were given – capacity limits, social distancing guidelines, mask mandates, etc. So, thank you for sticking with us through it all.

The Holiday Tree Decorating Contest was our most recent event to conclude in 2020. Initially, after our first week launching the Contest, we had but a few submissions. This surprised me as I was expecting an overwhelming turn out. So, we did what we always do – promote, promote, promote! Luckily all the promoting worked and eventually we had tree after tree showing up in our Apple Canyon Lake Owners’ Group page. The Group page was eventually filled with all your beautifully decorated holiday trees and I felt just like a little kid again oohing and aahing at the pictures posted. The little things stood out to me too, a family dog perched under the tree, a spectacular Christmas village, stockings hung on the mantle, and more. So, thank you for sharing your holiday spirit with us all.

In the end, we turned the Contest voting over to our members via our Apple Canyon Lake Property Owners’ Facebook page. In the end, we awarded 1<sup>st</sup> Place to Tiana Salzinger, 2<sup>nd</sup> Place to Dave & Linda Lyng and had a tie for 3<sup>rd</sup> Place with Jamie Rowley and Stephanie Spo. Congratulations, Tiana, Dave & Linda, Jamie, and

Stephanie! \$25 ACL gift cards have been awarded to our Tree Decorating Contest winners.

If you were a winner and have not yet picked up your gift card, don’t forget to schedule an appointment with the Office to do so. *We still have Halloween Spirit Tour and Canyon Carving Contest gift cards from past winners this fall also, so again, please be sure to schedule an appointment with the Office to pick these up.*



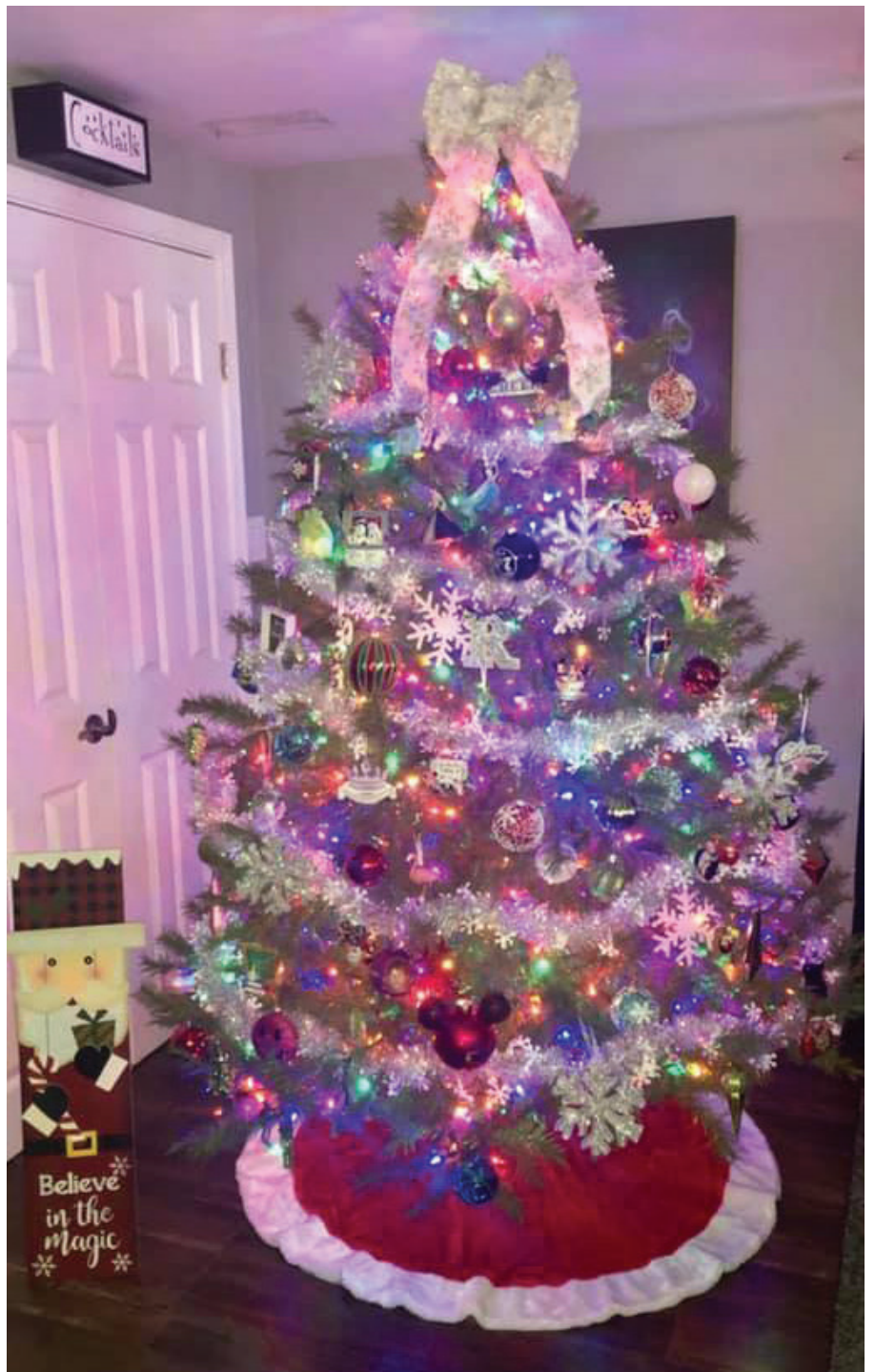
*Holiday Tree Decorating Contest, Tie for Third Place Winner, Stephanie Spo.*



*Holiday Tree Decorating Contest, Tie for Third Place Winner, Jamie Rowley.*



*Holiday Tree Decorating Contest Second Place Winners, Dave & Linda Lyng.*



*Holiday Tree Decorating Contest First Place Winner, Tiana Salzinger.*



# classifieds

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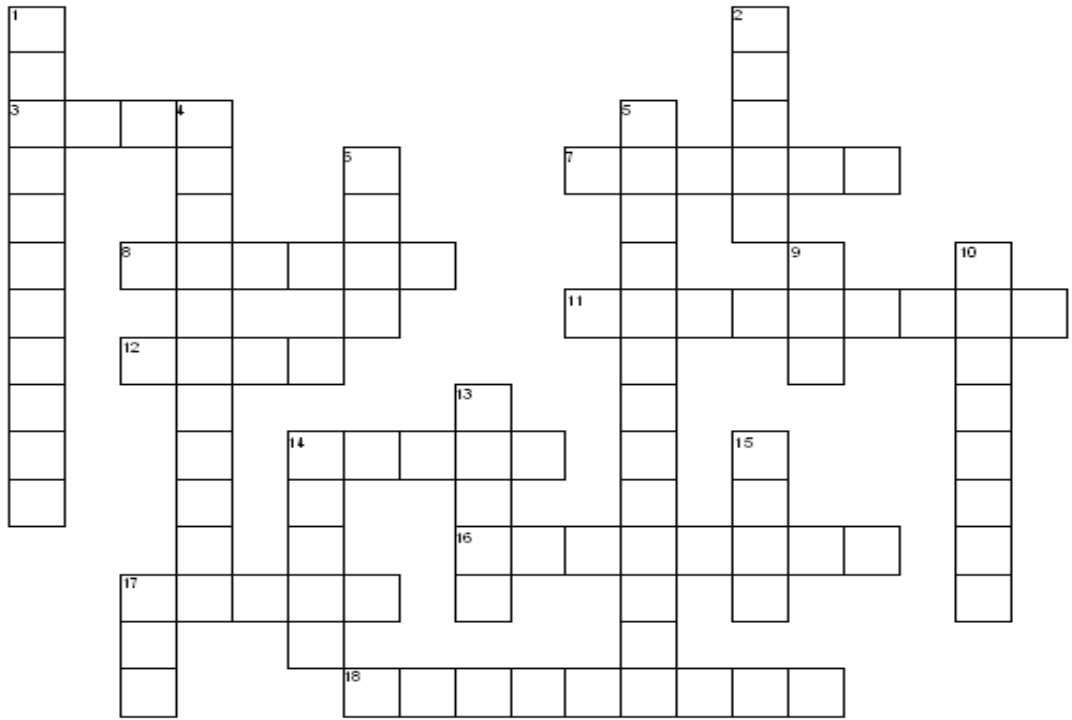
For Sale: Lot 5A130 North Apple Canyon Road, Amenity lot in Section Big Spirit. Buyer pays \$1.00 plus closing costs. All 2020 Association fees paid. Taxes paid. Call 712-303-8786.

For Sale: Lot 10-109 Heron Drive. Buildable lot with transferable boat dock at Nixon Beach. \$22,000. Call (815)238-1653 or email [pease.lynna@gmail.com](mailto:pease.lynna@gmail.com)

For Sale Lot 9A2 White Burch Lane. Amenity Lot. Buyer pays \$1 plus closing costs, 2020 association fees have been paid. Call 815-541-0756.



# WINTER WEATHER



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- 3. The process by which snow or ice changes to water.
- 7. A period of very cold winter weather that damages plants.
- 8. Intensely cold temperature.

11. The temperature felt by the human body when wind makes it feel colder than the actual temperature.

- 12. Mildly cold feeling.
- 14. Bright with sunshine.

16. Snowfall that is so heavy one can see little or nothing on the horizon.

17. Ice crystals on a frozen surface; "Old Jack \_\_\_\_\_."

18. A large mass of snow that slides down a mountain.

4. A tool used to measure the temperature.

5. Water that falls to the earth in the form of rain, hail, mist, sleet, or snow.

6. Pieces of ice falling from the sky.

9. A solid form of frozen water.

10. A storm with heavy snow, strong winds, and severe cold.

13. Covered with snow.

14. A mixture of snow and water.

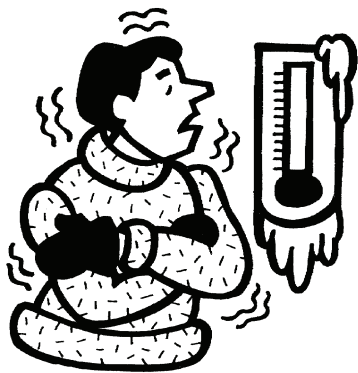
15. Precipitation in the form of small white ice crystals that form inside clouds.

17. Thick water vapor that makes it hard to see.

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**IN CASE OF A FURNACE FAILURE OR PROPANE SHORTAGE, THE SAFETY AND SECURITY DEPARTMENT WILL NOTIFY YOUR DESIGNATED FURNACE REPAIR COMPANY/PROPANE SUPPLIER AS PROVIDED BELOW. PLEASE NOTIFY YOUR PROVIDERS THAT YOU HAVE PROVIDED THE ACL SAFETY AND SECURITY DEPARTMENT WITH INFORMATION TO CONTACT THEM ON YOUR BEHALF.**

Repair Company \_\_\_\_\_

Phone \_\_\_\_\_ After Hours Phone \_\_\_\_\_

Heating System (circle type) Electric \_\_\_\_\_ Propane \_\_\_\_\_

If propane, your supplier's name \_\_\_\_\_

Phone \_\_\_\_\_ After Hours Phone \_\_\_\_\_

Apple Canyon Lake POA cannot guarantee that the Safety and Security staff will get to your home if your heat light alarm is activated. Apple Canyon Lake POA cannot guarantee the equipment will function, even when set up properly. The Safety and Security Department performs many functions which may inhibit follow-up on a Heat Light call. In addition, heavy snows or ice storms may prohibit the department from getting to your home. As a result, Apple Canyon Lake must notify you that it will not be held liable for damage to homes in the heat light program because the Safety and Security staff is unable to respond when the heat light is activated or the equipment fails to activate. Of course, they have and will continue to make every possible effort to do so but, cannot guarantee it. Apple Canyon Lake Security staff will not perform any type of furnace repairs or adjustments due to liability concerns.

I \_\_\_\_\_ have read all statements pertaining to the program and agree not to hold Apple Canyon Lake Property Owners' Association liable for any damage that may occur due to the Safety and Security department not being unable to get to my home or due to the equipment's failure to activate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

Property Owner Signature

# PROTECT YOUR PIPES

## JOIN THE ACL HEAT LIGHT PROGRAM!

**SAFEGUARD YOUR HOME AGAINST FROZEN PIPES THIS WINTER!**  
Want to leave your lake house this winter with the peace of mind that nothing is going to go wrong? By joining the ACL Heat Light Program, you can do just that!

**ABOUT THE PROGRAM:** This program monitors the temperature in your home while you're away, ensuring that nothing will freeze or be damaged by the cold. Once you sign up, you will receive a strobe light and a temperature monitoring device. A member of the ACL Safety & Security staff will help set up the strobe light in a location where it will be seen from the road. Should the temperature inside your home drop below 45°, the strobe will start flashing. If this happens, Security staff will access the home and determine the cause of the temperature drop. They will then take the necessary steps to fix the issue, whether that be calling your designated furnace repair company or the propane company to fill your tank.

**HOW TO SIGN-UP:** To sign up, please provide the following to the ACL Safety and Security Department: Your name, address, phone number, propane supplier, furnace repair company, and a spare key to your home. The spare key provided will be safely stored in a lockbox. The initial set up fee is \$250 (includes all equipment), and then \$100 each year after.

**Questions?** Contact the ACL Safety & Security Department  
**(815)492-2436 | [security@applecanyonlake.org](mailto:security@applecanyonlake.org)**

**T/P ENNYSON  
OTOSI  
COMMUNITY  
BANK**  
A BRANCH of BENTON STATE BANK  
338 Hwy 61, P.O. Box 192  
Potosi WI 53820  
608-763-3600

**BENTON  
STATE  
BANK**  
42 W. Main Street  
Benton WI 53803  
608-759-3600

**HULLSBURG  
COMMUNITY  
BANK**  
A BRANCH of BENTON STATE BANK  
195 Hwy 11, P.O. Box 188  
Shullsburg WI 53586  
608-965-3600





# SLEDDING PARTY

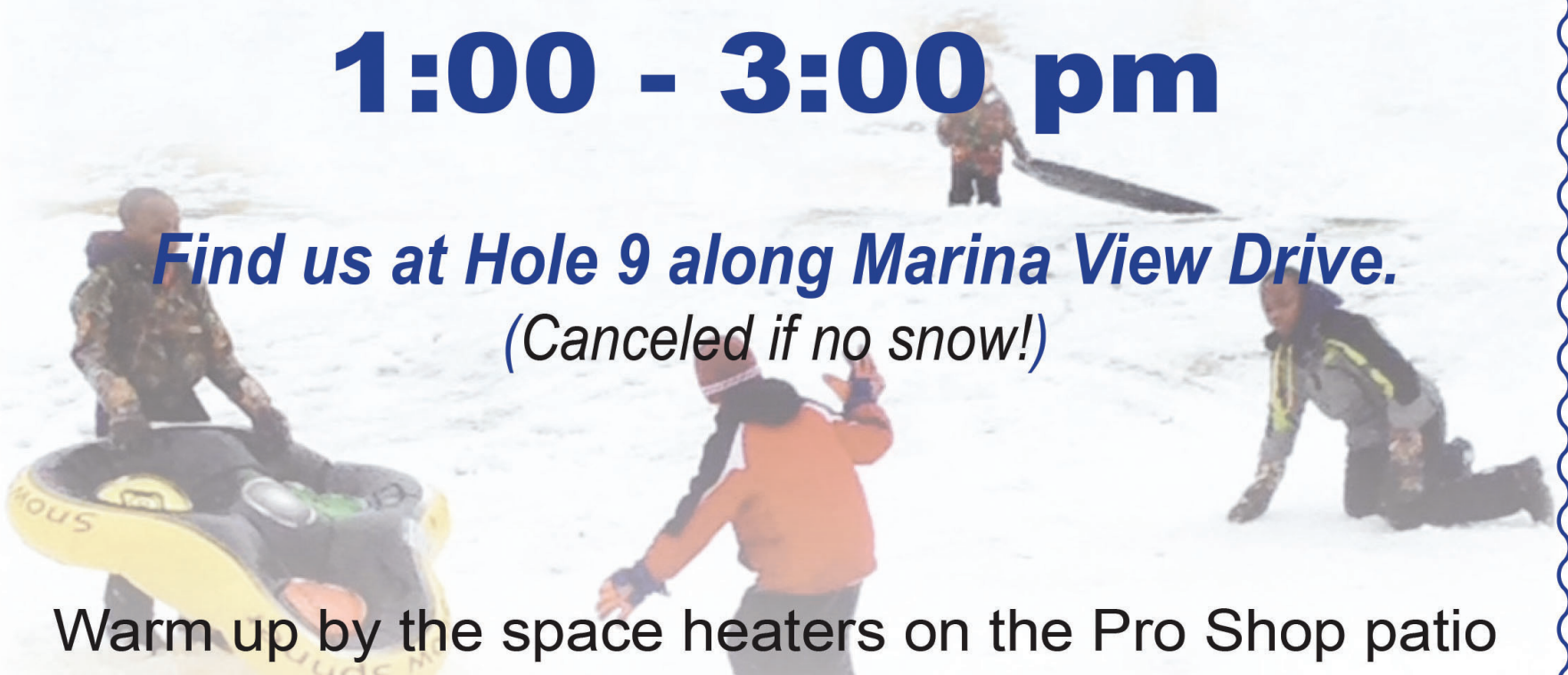
## ON HOLE 9

### SATURDAY, JANUARY 16

### 1:00 - 3:00 pm

*Find us at Hole 9 along Marina View Drive.*

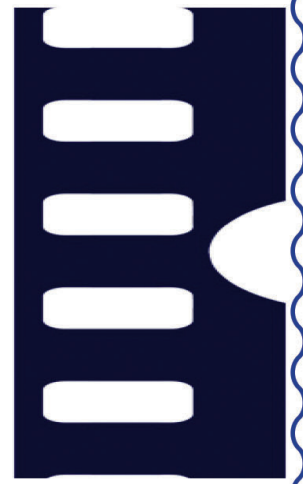
*(Canceled if no snow!)*



Warm up by the space heaters on the Pro Shop patio before, during, or after with complimentary cookies and hot chocolate for all sledders.



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