THE

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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.

Stedding into the New Year at ACL!



Image obtained from: The Anderson Family

Voting material on the Proposed Changes to the **ACLPOA Declaration & Bylaws have been sent** with Assessments!

Visit applecanyonlake.org/townhall to get involved!

Read the Made Simple changes to the Declaration and Bylaws on pages 18 - 33.



Residential, Agricultural, & Commercial

Happy New Year! 26% TAX CREDIT

Now Available for Going Solar in 2021

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Solar PV & Energy System Installation





MESSAGE FROM THE GENERAL MANAGER

BY SHAUN NORDLIE General Manager

It's February, I am getting sick of winter and snow, so it's time to talk about fishing. In this edition of the Apple Core, you will find the surveys from the 2020 fish shock. We perform two

surveys each year, one in the spring and one in the fall. In 2020, the spring shock was delayed until June due to COVID-19 restrictions, but we were able to complete the fall shock in late October, which is typical.

What is a fish shock? Our lake consultant, Joe Rush and a group of volunteers go out on two boats, Joe's boat is equipped with a generator and two poles that extend out from the front of the boat and dip into the water. An electric current that is just enough to shock the fish and have them float to the top of the surface goes through the poles. There is one person in this boat and others in the follow boat that net up any fish that float to the surface. We then place the fish in tubs during our fish run – which is typically 25-30 minutes. At the end of each run, we measure the length and weight of each fish then return them to the water for the fish to resume their normal day

Why do we do this? A fish shock gives us an idea of how good or bad our fishery is in the lake. Although we don't capture every fish, by the sampling of fish we do net, we can see the overall health of the fish – are they skinny or fat. How many classes or ages do we have of a fish in the lake – if we have fish that are 1", 3", 5", 8" we know we have different ages of the fish in the lake, so recruitment or spawning has been successful or, for a fish we stock, the stocking has been successful because we see different years represented.

The Results – Joe does a good job of explaining the results that we saw in 2020. Joe has been doing the shock on the lake for at least five years now, so he has a history of our fishery and has an idea of what to expect each year. Some of the highlights of 2020 –

Large Mouth Bass – The fishery for large mouth is looking good again. About 3-4 years ago, we were seeing a lot of large mouth at the 13" length and they were skinny. This showed us that we had too many fish at 13" and they were stunting out here – meaning not growing any larger. We made a change to the creel limits that asked anglers to take the 13', to reduce the competition for food at that length. By taking out more 13" fish, there was more food for the other large mouth, so they were able to grow to 15", 16", 17" and plump up, which is exactly what we are seeing now. We are watching though to make sure we don't stunt out at 16" too, if that happens, we might need to change the limits again, so they are able to grow to the 18-20" bass.

Black Crappie – During the fall shock we saw a bunch of smaller classes (ages) of crappie. This means that the spawn has been very good for crappie the past 2-3 years. This also means that crappie fishing will remain very good in the lake for years to come. We don't stock crappie, so it is good to see their



FROM THE PRESIDENT

BY BARB HENDREN

As I write this, we have just finished celebrating Martin Luther King Jr. Day. It was a nice winter weekend with a good snow base, and a lot of people were out walking the trails, sledding, and ice fishing. I hope you are able to get out and enjoy the

natural beauty around ACL this winter!

The January issue of *The Apple Core* arrived last week, and it is full of information on our Proposed Amended and Restated Declaration and Bylaws. The paper includes 4 articles on this topic, a front-page ad, as well as the proposed documents themselves. The voting ballots and instructions were included in the yearly assessment mailing which went out the first week of January. Presumably if you are reading this article, you do read *The Apple Core* and have seen the great work our Legal Commission and Shaun Nordlie have done in explaining the documents, why the changes are being proposed, and how they will affect us. The Commission as well as Shaun and our staff have ensured that all Property Owners can get the information needed in order to make an informed vote. We have also instituted electronic voting via electionbuddy for this important issue. However, if you prefer, you can vote by mail or in person (with an appointment) at the Association Office, or you can scan your vote and submit via e-mail or fax to the office.

I do hope you will vote or have already voted on the Proposed Amended and Restated Declaration and Bylaws. If you need more information, there are several different methods you can use to educate yourself.

The best method is to go to our website www.applecanyonlake.org. There is a section on Town Hall meetings that were held in the fall which lists all the FAQ's. You can also submit a question here if you have one. Another great source of information is the ACL Weekly Update video put together by our Communications Department and Shaun. The weekly Apple Seed e-blast used to be in written form only, but the video section was added at the request of owners for convenience, and has been a huge hit with many, and provides timely and expert information on the voting process. Of course, some people prefer to talk to a live person, so calling the office and discussing with Shaun Nordlie any questions or concerns you have is certainly an option. You can also e-mail Shaun at shaun.nordlie@applecanyonlake.org. Furthermore, the Legal Commission is willing to meet face-to-face to discuss the documents. If you are interested in this option, call the office and they will reach out to members of the Legal Commission.

By the time you read this article, the special meeting of February 6 held to count the votes will have come and gone. We need 1,830 affirmative votes for the Declaration to pass, and the affirmative vote of 20% of our membership for the Bylaws to pass. If we do not reach these numbers, we will keep the February 6 meeting open and have a special meeting March 6 in order to continue to gather votes. If you haven't voted yet, I encourage you to use one of the methods listed here to educate yourself and do so.



TO NEW ACL OWNERS

Benjamin & Danielle Cline
Jeffrey & Monica Cline

Kevin & Diana Loney

Ralph Pergams & Margaret Wilhelm
Brian Cooper & Vilma Rivera-Carrero

natural recruitment (reproduction) has been strong the past couple of years.

Walleye – The fall shock netted the most walleye of any of our past shocks and they were all very good size. This is exciting for those that like to fish walleye, but we also want to make sure we don't overpopulate the walleye. We stock walleye in the lake annually. If these numbers and the size of walleye remain, we might scale back the number of fish we stock each year, just to make sure we do not overpopulate and stunt the walleye.

Small Mouth Bass – We have stocked small mouth bass for three straight years now and we are seeing more small mouth in our surveys. We are also seeing different classes of small mouth, which means the stocking is successful and we are starting to get a small mouth fishery again in the lake. We will continue to stock the small mouth as Joe suggests and hopefully, continue to see this fishery grow.

Bluegill – As stated above, the spring shock was in June, which means warmer water and typically the bluegill spawning period is over, so we did not get as good of a survey in 2020 as years past. We know we have a healthy bluegill fishery with recruitment very strong each year, but we are concerned about the larger male bluegills. Joe Rush has written a few articles for us explaining the importance of the large males. We have asked anglers the past few years to only take five of these fish on a volunteer basis, but in 2021, the Board did approve a new change to the limits of only taking 8 bluegills over 8". The Conservation Commission listened to the requests of the fisherman and increased the limit from 5 to 8, but we are asking for everyone's cooperation in following this limit to ensure that the bluegill fishery continues to be strong at Apple Canyon Lake.

I hope this helps explain the fishery along with Joe's information. It certainly is exciting to see the fishery improving. If you have any questions about the survey or would like a printed copy, please let me know.





The Apple Core disclaims any liability for any advertisement published herein and in no way endorses or guarantees these ads, nor assumes any financial liability for production errors in advertisements. The Apple Core is printed and mailed monthly. Material to be published must be received by the Managing Editor no later than the 22nd of the month prior to publication, and Letters to the Editor by the 15th of the month.

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www.applecanyonlake.org

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

TOWNSHIP CONTACTS

Member of Community Associations Institute

AMENITY HOURS

See Amenity Hours at: www.AppleCanyonLake.org/hours

February Office Hours

Monday through Saturday: 8am to 3pm

Special Office Hours

Sunday, February 21 and 28: 8am to 3pm

Appointments required to pay dues in person or to pick up amenity tags & stickers curbside. See http://applecanyonlake.org/programs/association-office/ for details or to make a reserve an appointment slot.

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.

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

FEBRUARY	Dinguood Darby	Dootnored
	Pinewood Derby	Postponed
MARCH	Campsite Swap & Assignment Day	10am
	Slip Swap	
	Easter Egg Hunt	
APRIL	35	
	Slip Assignment Day & Sub-License Slip Ass	signments10am
16	Garden Club Spring Luncheon	11:30am
	Meet the Candidates	
	Spring Clean-up	
	Buddy Bass	7am-3pm
MAY		
	Buddy BassBBQ Cook-off	
	Campground Commission Pancake Brea	
	Garden Club Annual Plant Sale	
JUNE		
	ACL Garage Sales	8am-2nm
12	Annual Meeting	Ballots Cast by 1pm
	World's Largest Swim Lesson	
JULY	-	
3	Golf Cart Parade	
	Rumble & Roll Ball Race	
	Fireworks	
	Canyon Kids Camp	
	Open-Air Concert	
11	Virtual Kids Fishing Tournament	All Day Event
	Big Cup Tournament	
	TT5k for a Cause	
	Beer Tasting	
	Sizzling Summer Concert	
AUGUST	Č	·
7	Youth Archery Day	9am-12pm
7	Venetian Night	8:30pm
	Deer Archery Qualifications	
	Deer Archery Orientation	
	Night Golf	
	Deer Archery Qualifications Deer Archery Orientation	
	Club Championship	
	Buddy Bass	
	Deer Archery Qualifications	
	Deer Archery Orientation	
28	Deer Archery Zone Selection (following Orie	entation)1:30pm
SEPTEMBER	R	
	Ice Cream Social & Craft Fair	
	Foundation Poker Run	
	Volunteer Appreciation Dinner	
	Buddy Bass Tournament	
	Buddy Classic	
	Barm to Table Dinner	
	Duduy Classic	1.ουαπ-ο.ουρπ
OCTOBER	Relay for Life Fall Feast	Enm
	Halloween at the Campground	
	Fall Clean-up	
	Haunted Trail	
NOVEMBER		,
	Informational Gathering	1pm
DECEMBER	<u> </u>	F
	Cocoa & Cookies with Santa	5-6:30pm
		F

.....6:30 pmJingle Bell Brunch10am

CANDIDATES FOR 2021 BOARD **ELECTION ANNOUNCED**

The following property owners have filed applications to run for the three seats on the ACLPOA Board of Directors. The elcetion will take place at the Annual Meeting of the Members on Saturday, June 12, 2021.

JOHN ANDERSON	.11-083
ROBERT BALLENGER	_ 13-013
TODD KINTOP	
NOLAN MULLEN	
ADRIENNE STIGLER	
STEVE TRIBBEY	
JODY WARE	
JUDI WAKE	I <i>L</i> -134

Watch for candidate bios and answers to Nominating Committee questions in the March Apple Core.

CAMPSITE & BOAT



We don't know how these events will be carried out this year and will have to wait

until closer to these dates to see where we are with COVID guidelines to formalize a plan, but we do intend to hold these events somehow!

Saturday, March 27 - Campsite Swap & Assignment Day – 10 a.m.

Saturday, March 27 - Slip Swap – 1 p.m. note time change from prior years

Saturday, April 10 - Slip Assignment Day & Sublicense Assignments – 10 a.m.

LARGE, STYLISH SELECTIONS. **EASY TO CLEAN, MOLD RESISTANT. INSTALLED IN ABOUT A DAY.**

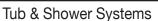
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BY DON FORD, FOUNDATION CHAIR

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.

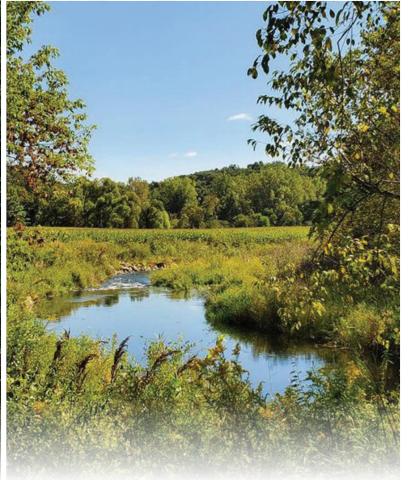
Our goal is to provide for the preservation, conservation, and beautification of the ACL properties by providing a tax-friendly vehicle through which the ACL community can become directly involved. All of this is only possible through the generosity of you, the ACL membership.

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.



APPLE CANYON LAKE PROPERT Y 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 Corporation 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

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

GENERAL DONATIONS

No donation is too small and will make a positive impact on the Foundation. Cash, stocks, bonds, and real estate are ways to contribute.

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.

Tickets are \$10 each or 3 for \$20. Tickets can be purchased from a Foundation Member, the Association Office, or online at: www.applecanyononlake.org/Win

POKER RUN

Join the ACLPO Foundation for the Annual Foundation Poker Run in September. Ride the Trails to (5) Different Stations Around the Lake and pick up a Card at Each Station. Participants then meet back at the Clubhouse for Dinner, Music and Prizes! All proceeds from the event benefit the Apple Canyon Lake Property Owners' Foundation!

YOUR GENEROUS GIFT WILL GO TOWARDS:

- 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.

QUESTIONS?

If you have questions regarding the Foundation, please contact the General Manager at 815-492-2292.

TRIBUTE/MEMORIAL GIFT

A Tribute or Memorial Gift is a special way to celebrate a birthday, accomplishment, or provide a unique thankyou to honor or memorialize a family member, friend, or associate.

BENCH PROGRAM

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. It's a meaningful way to make a lasting impression on the community by supporting the Foundation.

UTV RAFFLE

Donate to the ACLPO Foundation while also being entered for a chance to win a 2021 Polaris Ranger!

APPLE CANYON LAKE PROPERTY OWNERS	S' FOUNDATION DONATION FORM
All contributions made to the Apple Canyon Lake Propert	ty Owners' Foundation are tax-deductible.

Donor Name(s) Please print your name as you want it to appear in the list of donors. Address City_ State _ Zip. Phone Email \$150. Other_ Amount enclosed: \$10. \$25 \$50 \$100_ \$500 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: Apple Canyon Lake Property Owners' Foundation

Mail to: 14A157 Canyon Club Drive; Apple River, IL 61001









Grandson of Sid & Carlene on Family

Bench. "Sid & Carlene Kemmis Family"





The Bench Program is the New Fundraising Program at Apple Canyon Lake

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.

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.





DECEMBER 2020 PRELIMINARY TREASURER'S REPORT

					OP	ERATING BUD	GET			
		ļ	MONTH .				YE/	R TO DATE		ANNUAL
	ACTUAL		BUDGET	OVER/ (UNDER)		ACTUAL		BUDGET	OVER/ (UNDER)	BUDGET
REVENUES *	\$ 540,172	\$	195,146 \$	345,026	\$	3,535,668	\$	3,275,701	\$ 259,967	\$ 3,275,701
DIRECT/INDIRECT EXPENSES	378,948	\$	290,945 \$	88,003	\$	3,140,546	\$	3,273,177	\$ (132,631)	\$ 3,273,177
OPERATING INCOME (LOSS)	\$ 161,225	\$	(95,799) \$	257,024	\$	395,121	\$	2,524	\$ 392,597	\$ 2,524

ASSETS		Operations	(ap Projects	R&R	(COMBINED
RESERVE ACCOUNTS	\$	114,731	\$	712,519	\$ 1,052,677	\$	1,879,927
OTHER CASH	\$	131,128		42		\$	131,170
RECEIVABLES	\$	9,624				\$	9,62
OTHER PREPAIDS ETC.	\$	121,095				\$	121,09
TOTAL CURRENT	\$	376,578	\$	712,561	\$ 1,052,677	\$	2,141,816
NVESTMENTS	\$	272,945			\$ 181,613	\$	454,558
Due from Capital Project Fund						\$	-
PROPERTY and EQUIP (NET)	\$	6,833,846	\$	321,587		\$	7,155,43
TOTAL ASSETS	\$	7,483,370	\$	1,034,148	\$ 1,234,290	\$	9,751,80
LIABILITIES	AND F	UND BALANCE					
CURRENT	\$	155,658				\$	155,658
Due to R&R Fund						\$	-
DEFERRED INCOME	\$	-				\$	-
FUND BALANCE	\$	7,327,712	\$	1,034,148	\$ 1,234,290	\$	9,596,14
TOTAL LIAB & FUND BAL	\$	7,483,370	\$	1,034,148	\$ 1,234,290	\$	9,751,80

PROPERTY AND EQUIPMENT	COST	DEPF	RECIATION	NET
LAND & LAKE	\$ 8,241,553	\$	3,911,064	\$ 4,330,489
BUILDINGS	\$ 3,858,183	\$	1,897,206	\$ 1,960,977
EQUIPMENT	\$ 2,114,791	\$	1,707,192	\$ 407,599
FURN & OFFICE FIXTURES	\$ 786,353	\$	764,804	\$ 21,549
VEHICLES	\$ 500,465	\$	397,246	\$ 103,219
PROJECT DOWNPAYMENTS	\$ 10,013	\$	-	\$ 10,013
TOTALS	\$ 15,511,358	\$	8,677,512	\$ 6,833,846

Created: 1/21/2021

Submitted by: Ashlee Miller, ACLPOA Financial Manager

ACLPOA FINANCIAL MANAGER'S SUMMARY

Based on Preliminary December 2020 Results

December Operating Revenues were \$540,172.

Year-to-Date (YTD) Revenues were \$3,535,668 and were over budget \$259,967. Revenue lines with deviations greater than \$5k from budget were: *Newcomers

BUDGET LINE (REVENUES)	YTD ACTUAL	OVER (UNDER) BUDGET
Bad Debt Recovery	\$5,329	\$5,329
Lease Rental*	\$61,466	(\$7,473)
Social Recreation	\$2,161	(\$25,940)
Building Permits/Septic Program	\$15,405	\$6,155
Pool Parties & Swimming Lessons	\$510	(\$9,615)
Boat Rental	\$58,832	\$24,432
Golf Fees/Season Passes	\$130,183	(\$6,867)
Golf Food & Beverage	\$170,123	(\$25,977)
Marina Concessions	\$212,300	(\$60,700)
Land & Lake*	\$7,682	\$7,682
Designated Funds	\$6,409	\$6,409
PPP Loan Forgiveness*	\$341,500	\$341,500

December Operating Expenses were \$378,948.

Year-to-Date (YTD) Expenses were \$3,140,546 and were under budget \$132,631. Expense lines with deviations greater than \$5k from budget were: *Newcomers

BUDGET LINE (EXPENSES)	YTD ACTUAL	OVER (UNDER) BUDGET
Department Wages/Payroll Taxes	\$1,583,015	(\$38,437)
Contract Labor	\$16,976	(\$9,059)
Employee Fringes	\$221,841	(\$52,114)
Conference & Training	\$4,495	(\$11,705)
General Supplies	\$17,253	(\$6,697)
Resale Supplies	\$137,841	(\$41,564)
Food & Beverage	\$89,536	\$11,886
Postage	\$13,778	(\$6,222)
Social & Recreation	\$5,777	(\$16,398)
Maintenance-Equipment	\$33,243	(\$7,757)
Maintenance-Grounds	\$85,724	(\$12,976)
Maintenance-Vehicles	\$9,464	(\$5,136)
Gas & Oil	\$38,364	(\$20,086)
Land & Lake*	\$37,612	\$13,912
Software & Hardware Supplies	\$17,708	(\$12,292)
Legal Fees	\$54,006	\$12,756
Bad Debt	\$141,166	\$51,166
Utilities	\$111,540	(\$18,396)
Insurance	\$179,720	\$29,126
Special Projects	\$14,398	(\$8,102)
Covid-19 Expenses	\$8,463	\$8,463

The above activity resulted in YTD Operating Revenues greater than Operating Expenses, for an operating income of \$395,121 which was over budget by \$392,597.

R&R expenditures for December were \$13,852.

R&R expenditures (YTD) were \$388,433 with a remaining budget of \$205,567. Note: Remaining Budget includes \$10k carryover from 2019.

Submitted by: Ashlee Miller, ACLPOA Financial Manager, Created 1/22/21

	REP	LACEMENT & RENOVA	ATION	FUND (R&R)				
		MONTH	ΥE	AR-TO-DATE		SCAL YEAR BUDGET *	R	REMAINING BUDGET
BEGINNING FUND BALANCE	\$	1,247,136	\$	1,052,116				
Income Earned - Interest	\$	1,005	\$	11,606				
Annual Assessment Transfer			\$	559,000				
Addt'l Transfer from Operating	\$	-	\$	-				
Transfer to Capital	\$	-	\$	-	_			
TOTAL AVAILABLE		1,248,142		1,622,722				
R&R EXPENSED	\$	-	\$	-	\$	-	\$	
LAND & LAKE	\$	13,852	\$	215,607	\$	400,000	\$	184,3
BUILDING			\$	10,259	\$	15,000	\$	4,7
MACHINERY & EQUIP			\$	100,474	\$	103,000	\$	2,5
VEHICLE	\$	-	\$	29,999	\$	30,000	\$	
F&F			\$	7,093	\$	11,000	\$	3,9
2019 Carryover			\$	25,000	\$	35,000	\$	10,0
TOTAL R&R EXPENDITURES	\$	13,852	\$	388,433	\$	594,000	\$	205,5
ENDING FUND BALANCE		1,234,290	\$	1,234,290				

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

	CAPITAL PRO	JECTS	3	
	MONTH	YE.	AR-TO-DATE	
BEGINNING BALANCE	\$ 1,033,709	\$	422,314	_
Annual Assessment Transfer		\$	608,000	
Operating Fund Transfer	\$ -	\$	-	
RR Fund Transfer	\$ -	\$	-	
Interest	\$ 439	\$	3,834	
Addt'l yearly transfer	\$ -	\$	-	
TOTAL AVAILABLE	\$ 1,034,148	\$	1,034,148	-
ARCHITECT	\$ -	\$	-	
ENGINEERING	\$ -	\$	-	
CONTRACTOR PAYMENTS	\$ -	\$	-	THESE ARE CURRENTLY ALL
EQUIPMENT	\$ -	\$	-	CAMP RELATED EXPENSES
LAND IMPROVEMENT	\$ -	\$	-	
BUILDING	\$ -	\$	-	
INTEREST	\$ -	\$	-	
LOAN REPAYMENT	\$ -	\$	-	
OTHER (Financing, Postage etc.)	\$ -	\$	-	
TOTAL CAP PROJ EXP	\$ -	\$	-	= =
ENDING BALANCE (DEFICIT)	\$ 1,034,148	\$	1,034,148	





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BOARD OF DIRECTORS' UNAPPROVED MONTHLY MEETING MINUTES

Following are UNAPPROVED MINUTES of the January 16, 2020 regular Board of Directors' Meeting. Minutes are in unapproved draft format for informational purposes only, pending approval at the February 20, 2021 Board of Directors' Meeting,

Steve Tribbey.

- 2.0 Call to Order President Barb Hendren called the meeting of the Apple Canyon Lake Property Owners Association to order at 9:01am on Saturday, January 16, 2021.
- 3.0 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, Bob Ballenger, and Tom Ohms, all attending via Zoom. General Manager Shaun Nordlie was also in attendance via Zoom.
- 4.0 Approval/Adopt Minutes from the December 19, 2020 Meeting Jody Ware motioned "to approve the minutes from the December 19, 2020 meeting." Seconded by Steve Tribbey. Corrections: under Committee Reports - Recreation, add the word "department" after maintenance. Motion carried unanimously.
- 5.0 Treasurer's Report Treasurer's Report will be in The Apple Core. Steve Borst thanked Ashlee Miller and Carrie Miller for getting financials for year end to him for the meeting today. We have a pretty solid balance sheet going into 2021.
- 6.0 Committee/Commission Reports

AECC - Steve Tribbey - met on January 9, two inquiries about ACL building requirements. Four new dwelling permits issued this year. Campground – Steve Borst reported the county did officially approve our special use permit.

Deer Management – Gordon Williams reported that they did not meet but the deer harvest report included 31 total deer this year; 26 does, 5 bucks. We are going to have deer count dates set – February 6 (1st date) done by vehicle. This year on February 20 we are going to do a deer count via trail.

ACL Foundation – Jody Ware reported that they met yesterday and are planning for a May 1st fundraiser - May Day auction. Will be soliciting everyone for donations and/or items for the auction. Focus on fundraising is for a pavilion, children's garden and other things we can help with the natural beauty of ACL. Cash to Trash campaign sold 285 tickets and raised over \$1,900.

Legal – Jody Ware reminded everyone to vote. Special meeting at 1:00pm on February 6 to count votes.

Nominating – Barb Hendren reported that they met earlier in January and have had a few applications sent in -7 candidates running for the Board. Application door will be closed in two days.

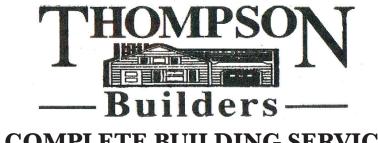
Recreation – Steve Tribbev reported they have not met, but the sledding party is today from 1-3. Pinewood Derby has been postponed. Will be finishing the calendar on January 18, will bring to next meeting.

Rules & Regulations – Mike Harris reported that they did not meet but we have several items on the agenda today.

Strategic/Long Range Planning – Jody Ware reported that the next meeting is February 5 at 4:00pm.

Policy – Jody Ware reported that Board Policy met on January 12 and we have another meeting set for January 19 at 10:00 and January 26 at 10:00. Hopefully will be approving a new member of the commission

- 7.0 General Manager's Report Shaun Nordlie reported that the assessment packets were mailed Friday, January 8. Within the packet are the ballots for the Declaration and Bylaws. Voting Members should be receiving emails if you want to vote online. Appointments for the office are being done online, the office will work with everyone to get them set up if
- 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 Marge Clark to the Board Policy Ad Hoc Commission." Seconded by Bob Ballenger. Motion carried unanimously.
- 11.0 Unfinished Business
- 11.1 Rules & Regulations Lake Steve Tribbey motioned "to approve the Rules & Regulations section Lake as presented in the January Board packet." Seconded by Bob Ballenger. Motion carried unanimously.
- 11.2 Rules & Regulations Fishing Gordon Williams motioned "to approve the Rules & Regulations section Fishing as presented in the January Board packet." Seconded by Tom Ohms. Motion carried unanimously.
- 12.0 New Business
- 12.1 Cove Lease Jody Ware motioned "to approve the lease with Jacky and Greg Jacobs of Elizabeth, IL to operate the Cove restaurant from February 2021 through February 2023." Seconded from Bob Ballenger. Motion carried with 7 ayes and one nay.
- 12.2 Audit Agreement Steve Borst motioned "to approve the agreement



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- with Catalano, Caboor & Company of Lombard, IL to perform the audit for ACLPOA for a three-year term." Seconded by Henry Doden. Discussion: Steve Borst did read all of the proposals and found it positive that all of the proposals were pretty much in line. Knows this company to be a very ethical company. Motion carried unanimously.
- 12.3 Garden Club Little Free Library Proposal Mike Harris motioned "to approve the Garden Club's request to install a Little Free Library Box at the SE corner of the Gazebo Garden." Seconded by Steve Tribbey. Discussion: Tom Ohms - if they fund this with donations and fundraisers, what do they want the money for? Barb Hendren - not coming to us for the money, it's common property, they have to get permission from the Board to place anything on common property. AECC does not have to be consulted about common property. Gordon Williams - issue with glass. Tom Ohms – could use plexiglass. Don't we have a library? Barb Hendren – yes, in the clubhouse. No children's books? Jody Ware – last month we approved funding for Phase 1 of the Children's Garden. They supplied us with their current budget. During the month of December, they earned \$555.00 giving them a fund balance of \$2,584.00. Foundation did give them \$2,000 for starting the garden portion along the sidewalk by the pool. Barb Hendren - what project is the priority? Jody Ware - should be the Children's Garden. Want to make sure the proposal gets carried out. Barb Hendren – lending library with COVID – is this the right time to install something like this? Steve Tribbey - sprays that can be sprayed on the book cover? Jody Ware – monitoring that it gets done – even now, public libraries you have to set up an appointment. Henry Doden - might not be the year to do this. If they want this, they will have to sanitize the books. Bob Ballenger – not the year to start this. Nice idea though. Roll Call: Ballenger – nay, Borst – aye, Doden – aye, Harris – aye, Ohms – nay, Tribbey – aye, Ware – nay, Williams – aye. Motioned carried with 5 ayes and 3 nays. Jody Ware - do we have a timeline when projects have to be done at ACL? Mike Harris – depends on rule. Nordlie – R&R projects - like to have them finish within the year they are budgeted for, but don't know of any other language of a deadline other than the AECC permit. Mike Harris motioned "to suspend Roberts Rule of Order." Seconded by
- 12.4 Rules & Regulations Amenity Tags 1st Reading Discussion: Shaun – update of this section, no major changes. Language in the last paragraph about the requirements of the lots and different owners paying.
- 12.5 Rules & Regulations Hunting 1st Reading Discussion: Gordon Williams - August 22 minutes and the highlighted section talked about practice broadheads will be allowed. In that discussion, it was his understanding that practice broadheads are allowed, but broadheads are still permittable to use. Two different types of broadheads that hunters use – fixed and mechanical. When we talk about practice, they are talking more so of mechanical broadheads. If you are practicing with a fixed broadhead, no option to go to a practice broadhead. If you are practicing with a fixed broadhead, you do not have an option to go to a fixed broadhead. Would want to revisit this with John on Deer Management. Looks like it is reading that the hard rule is only practice broadheads will be used when in the minutes it says practice broadheads will be allowed. Would like to detail that out with John. Mike Harris – that was brought up you can use practice while hunting – use either one. Shaun Nordlie – in the past, practice broadheads were not the same quality that the ones used while hunting. They wanted you to use what you would be using out there actually hunting. According to Kim Rees, practice broadheads have gotten much better. Because broadheads tear up targets, they want to allow practice broadheads to be used or give the option to use. Hunting - need clarification - do you use for hunting? Gordon Williams cannot use for hunting. His understanding we were going to allow practice broadhead for qualification but still shoot what we wanted to. Fixed blade does not have an option for practice broadhead. Barb Hendren – do fixed blades tear up targets? Gordon Williams - they don't tear up as bad as mechanical blades. Concern is hunter out after they qualify and go back to fixed blade, what will their accuracy be out in a deer zone? Will go back to Kim and John on this and talk through. Can we use both? Shaun Nordlie language may need to be changed – both could be used for qualification. Tom Ohms – shouldn't they qualify with what they are hunting with? Gordon Williams – yes, that is his concern. Like the recommendation, but not a good thing for fixed blades. Henry Doden – marking devices permitted – what is this? Barb Hendren to get into the wo dark, little tab they can put on a tree branch to mark their way. Something removeable. Tom Ohms – can walk directly to their stand.
- 12.6 Open Discussion About COVID-19 Shaun Nordlie the Governor made some adjustments to tiers; we are now Tier 2. Meetings can now happen again, will be able to open up for committees/commissions. We do have a few on Monday we will keep on Zoom. Will make an announcement to chairs next week that it will be an option. Zoom is still an option. Changing of tiers could come more often. To get to Tier 1, we have two of the three criteria already in place. Moving to Tier 1 could be possible in the next couple of weeks. Then we could possibly move to Phase 4. Hopefully moving in the right direction. Barb Hendren - requirement Tier 2 - 10 people for meeting? Shaun Nordlie - yes. Recreation activities is 25, but meetings would be 10.

13.0 Other

13.1 CAMP Update - no real updates. Next month at the Board meeting we will do a workshop on capital projects. Jody Ware - recommendation that we change our CAMP updates to read Capital Project updates. Barb Hendren - good idea. Henry Doden - capital projects - can't get real numbers until geological survey is done. Barb Hendren – part of Ted Labels research is he will be giving us numbers on hiring a geotechnical engineer. Long investigative process.

Tom Ohms motioned "to reinstate Roberts Rule of Order." Seconded by Gordon Williams.

Motion to adjourn from Mike Harris at 10:03 a.m.

Recording Secretary, Rhonda Perry President, Barb Hendren Corporate Secretary, Steve Tribbey

MONTHLY COMMISSION REPORTS

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE MINUTES JANUARY 9, 2021

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: David Allgood, Barb Hendren, Tom Ohms, Bill Ware, Gordy Williams, General Manager Shaun Nordlie. Absent: Bob Ballenger. A quorum was attained.
- 2.0 Approve Minutes of the December 5, 2020 meeting Barb Hendren moved to approve the minutes of the December 5, 2020 meeting as written. Seconded by Gordy Williams. Passed unanimously. Mike Harris joined the meeting via Zoom at 8:02am.
- 3.0 Property Owner Comments
- 4.0 Building Inspector's Report We had 164 building permits approved in 2020. In this first week of 2021, we have had 2 inquiries about the ACL building requirements on property yet to be purchased. Four new dwelling permits were issued this year. The 12A128 Johnson project will not start until May 2021.
- 5.0 New Business
- 5.1 12A143 Johnson Ln roof mounted solar panels Bill Ware moved to approve the installation of a roof mounted solar panel system with supporting equipment as per the submitted plans. Seconded by Jim Frank. Discussion on the placement of the panels and the limits of electricity produced capped by the electric utility. Passed with 7 yeas and Tribbey abstaining.
- 5.2 11A009 Bunker Ln black chain link fence Mike Harris moved to approve the installation of a black 50" high chain link fence with gates as per the submitted plans. 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. Seconded by Steve Tribbey. Discussion on the reason why property owner wants the fence, they have dogs. Passed with 8 yeas.
- 5.3 10A076 Cardinal Ct LP tank Tom Ohms moved to approve the installation of a furnace in the lower level garage area and a temporary unscreened above ground LP Tank for use until Spring 2021 when a permanent screened above ground LP Tank will be installed complying with the ACL Building and Environmental Code. The LP Tank may not encroach over the setback lines or be placed over the septic leach field. Prior to installation of the tank, 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. Seconded by Gordy Williams. Plat of survey has been received. Discussion on requirement of screening LP tanks. This tank does not need to be buried because this is not new construction, there is no LP use at this location currently. Passed with 8 yeas.
- 5.4 Other New Business None.
- 6.0 Unfinished Business
- 6.1 Other Unfinished Business None.
- 7.0 Next Meeting Date February 6, 2021
- 8.0 Adjournment by Jim Frank at 8:17am.
 Respectfully submitted, Steven Tribbey

- Stigler, Todd Kintop.
- 4.0 Brainstorm New Ideas Seeking More Candidates Three more possible candidates names were discussed. ACL President Barb Hendren will contact one. Vice Chair Bill Bourell will contact a possible candidate as well as General Manager Shaun Nordlie. Discussion using social media like Facebook Apple Canyon Lake Owners Group and the ACL website to recruit candidates.
- 5.0 Timeline for Election Process Chair Mike Yorke requested the timeline be sent to committee members. G.M. Shaun Nordlie would email the timeline. Chair Mike Yorke called for a meeting to be held on January 18, 2021 at 9:00am. The purpose of the meeting is to have five candidates committed to run for ACL Board before deadline to register.
- 5.1 Next Meeting January 18, 2021 at 9:00am
- 6.0 Meeting Adjournment Motion by Vice Chair Bill Bourell. Second by JoAnn Blackmore.

Meeting adjourn at 9:30am

Respectfully submitted, Dave Bohnenkamp, Secretary

NOMINATING COMMITTEE MINUTES JANUARY 18, 2021 UNAPPROVED

- 1.0 Call to Order The meeting was called to order by Chair Mike Yorke at 9:00am.
 - Members present: Chair Mike Yorke, Barb Hendren, John Killeen, Tom Sheehan, Vice Chair Bill Bourell, General Manager Shaun Nordlie, Secretary Dave Bohnenkamp. Absent: JoAnn Blackmore.
- 2.0 Approve Minutes Motion to accept by Vice Chair Bill Bourell, second by Dave Bohnenkamp. Minutes approved from January 7, 2021.
- 3.0 Report on Candidates John Anderson, Steve Tribbey, Adrienne Stigler, Todd Kintop, Robert Ballenger, Jody Ware.
- 4.0 Plan for Candidates Bio/Video GM Shaun Nordlie would pass on names of candidates to Tim Brokl and Kirsten Heim. Tim and Kirsten would conduct the videotaping. Videotaping would have to be completed by February 19, 2021. The purpose of videos is to introduce candidates to ACL community. The questions to be used are from the 2021 ACLPOA Candidate Questionnaire, questions 1, 2 & 3. Three to five minutes per candidate would be allowed for bio video.
- 5.0 Other Chair asked committee members to have any possible new questions ready for Meet the Candidates. Meet the Candidates will be April 18, 2021.
- 5.1 Next Meeting Date March 11, 2021 at 9:00am.
- 6.0 Meeting Adjournment Motion by Vice Chair Bill Bourell. Second by Barb Hendren. Meeting adjourned at 9:30am.

Respectfully submitted, Dave Bohnenkamp, Secretary

RECREATION COMMISSION MINUTES
JANUARY 18, 2021
NAPPROVED

NOMINATING COMMITTEE MINUTES JANUARY 7, 2021 APPROVED

•••••

1.0 Call to Order - The meeting was called to order by Chair Mike Yorke at 9:00am.

Members present: Chair Mike Yorke, Barb Hendren, JoAnn Blackmore, Tom Sheehan, Vice Chair Bill Bourell, General Manager Shaun Nordlie, Secretary Dave Bohnenkamp. Member absent: John Killeen.

- 2.0 Approve Minutes Minutes were approved from December 10, 2020.
- 3.0 Identified Candidates John Anderson, Steve Tribbey, Adrienne

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MONTHLY COMMISSION REPORTS

- 1.0 Call to Order Mary called the meeting to order at 9:00 am. Members present: Mary Hannon, Sheila Gee, Fern Tribbey, Lee Causero, John Diehl and Board Liaison Steve Tribbey. Guests: Tim Brokl and Kirsten Heim. Members Absent: None.
- 2.0 Approve November 16, 2020 minutes Lee motioned to approve the minutes as written. Fern seconds to approve the minutes. The minutes are approved.

Holiday Events review – All 3 events took place Saturday, December5th. Grab and go hot chocolate mix (12/5 | 6:00) - The to-go hot cocoa and cookie treat bags were a success. All treat bags were given away by the end of the evening. We made about 70bags.

Santa visit (12/5 | 6:00) – All families appreciated seeing Santa & Mrs. Claus. The toughest part was reiterating social distancing to approaching children. Pictures were taken at a safe distance and letters to Santa made their way tohim.

Tree lighting (12/5 | 6:30) – We took the Tree Lighting to Facebook live. We did experience technical difficulties with a low phone battery and a loss of internet connection during the streaming, but it all worked out. We did a second lighting for families inside the Pro Shop that didn't make it out for the first viewing. We all joked of a third as well. The crowd was great and muchappreciated.

FutureEvents

Sledding Party (1/16 | 1:00-3:00) – The Pro Shop Manager Terri Stiefel and her staff put together the hot cocoa and cookies for our sledders. We reported to have about 40 sledders at once hitting the hill. This was an amazing turnout considering how hit and miss this event can be depending on oursnow quality/quantity.

Pinewood Derby (Postpone) – The Pinewood Derby planning group had been discussing hosting the Annual All-Age Pinewood Derby as a virtual event with a fun video to follow showcasing this virtual event. The planning group hit a snag once it began to consider what registration and turn-in would look like with the Association Office only accepting appointments. At this point, we arehopeful for an early spring and would like to bring this event back as an outdoor event where participants can come and view the racesafely.

2021 Holiday Brainstorming – A new tree lighting ceremony alternative was offered. The trees discussed (3x, different sizes) would include a center pole and use the lights we purchased last year to drape down the pole's sides to light and give the shape of a tree. This idea will be discussed in future meetings and will require the help of the Maintenance

Department. John and Penny Diehl would like to expand upon the Santa & Mrs. Claus visit and Tree Lighting Ceremony. The vision includes a miniature town square around the Pro Shop – like the area used for the Tree Lighting. This town square would contain multiple booths – a Santa Stop with a big chair, cookies & cocoa, ornament exchange,children's activities – paint an ornament, make your own Christmas card, carnival games, have an area for Food Pantry donations, a Foundation booth, Garden Club booth – promote new Children's Garden or offer something like an evergreen take home, paint a rock, etc. A tree would be located inside the Pro Shop for the children's ornaments to be hung on for them to view and revisit during the holidayseason.

Having music and/or carolers onsite would be a must have. We would like to post-up a 'Santa' mailbox by or in the Pro Shop – depending on what it would be made of (pre-made cardboard – inside; real life metal mailbox – outside). A cookie decorating contest was also discussed but we are leaning towards the cookie decorating booth. We like the idea of offering many short activities for various age groups. We would offer this event the first Saturday of December like our usual Ceremony.

NewBusiness

Finish proposed 2021 calendar – At this time, the Campground Commission is moving forward with their Pancake Breakfast. We plan to have picnic tables spread out in the Firehouse Fitness Center parking lot. We do not plan to host the BBQ Cook-off in lieu of COVID-19. Instead, we have discussed offering a Food Truck day in its place. Garage Sales will take place in June like normal. Farm Fun Day is on our 2021 calendar. Our only concern is the activities the kids would normally participate ininclude a lot of touching, sharing, and eating. We will review its status as the year goes on. July 3 we have our Independence Day activities - Golf Cart Parade, Rumble & Roll Ball Race, and Fireworks. We hope to host the Golf Cart Parade as normal as possible. Canyon Kids Camp follows shortly after Independence Day. With COVID-19, we are trying to plan in advance what we can do this year with Canyon Kids Camp. Open Air Concert would be fine with or without limitations. Last year we hosted this concert as RSVP on the beach with temperature checks and it went over well. Because of the great turnout we received last year, the Kids Fishing Tournament will continue as an on-your-own event this year onJuly

11. July 24, we have the Sizzling Summer Concert and the Beer Tasting scheduled. The TT5k will go to benefit our local 'What's Trump' Relay for Life team. Relay for Life was to be the event's beneficiary last year but because of its cancelation we have brought them back this year. Youth



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MONTHLY COMMISSION REPORTS

Archery Day and Venetian Night are set for August 7. Venetian Night is growing in popularity. The Recreation Department takes a rental boat out this evening to catch pictures and video of the event. We would like to have an outside boat lead the parade so the Recreation Department can pull-off/pull-ahead for photos and video when needed. Ice Cream Social & Craft Fair, we are hopeful to be able to host this event this year. This event is in September, so it is a little early to make any big calls. We believe if we had to, we could host this event all outside the Clubhouse with whatever modifications need to be made. Volunteer Appreciation Dinner did not take place last year. Staff put together Volunteer Appreciation coupons last year in lieu of the events cancellation. We hope to be able to host this Dinner this year. Farm to Table Dinner has a planning group already up and running discussing this event this year. Halloween at the Campground has been moved to the week before the Haunted Trail. The Haunted Trail needs additional planning group members. Half of the Escape Room from last year is already paid for. Outside of the Haunted Trail, we are looking at the holiday events that we discussed earlier.

- 6.0 Next Meeting Date March 15, 2021
- 7.0 Adjournment Mary motioned to adjourn us at 11:22 am Respectfully submitted, Kirsten Heim





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2021 BOARD ACTIONS

JANUARY 2021

- 10.1 Committee/Commission changes APPROVED
- 11.1 Rules & Regulations: Lake APPROVED
- 11.2 Rules & Regulations: Fishing APPROVED
- 12.1 Cove lease APPROVED
- 12.2 Audit agreement APPROVED
- 12.3 Garden Club Little Free Library Proposal APPROVED
- 12.4 Rules & Regulations: Amenity Tags 1st READING, NO
- 12.5 Rules & Regulations: Hunting 1st READING, NO MOTION REQUIRED
- 12.6 Open discussion about COVID-19 NO MOTION REQUIRED
- 13.1 CAMP update NO MOTION REQUIRED

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Appeals

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Helgason, Janet	Secretary
Beckel, Ron	
Miranda, Rich	Member
VanDerLeest, Roger	
, 0	

Architectural & Environmental Control

1st Saturday of e	ach 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
	01.11

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Board of Directors

3rd Saturday of each	n month, 9am
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

Clark, Marge	Member
Harris, Mike	Board Liaison
Ware, Jody	Board Liaison
Nordlie, Shaun	Staff
Shamp, Megan	Staff

Budget/Audit

meeting dates TBD

Brennan, Thomas Membe Carpenter, Ron Membe Clark, Marge Membe Finn, John Membe	ir
Clark, MargeMember	er
Finn, JohnMembe	er
	er
Onumber Minte	er
Gouskos, NickMembe	er
Livengood, BrettMembe	
Malone, SteveMembe	er
Nelson, SteveMembe	
Tribbey, FernMembe	er
Miller, AshleeSta	ff
Miller, CarrieStaff Secretar	у

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

month, 9am
Chai
Co-Chai
Membe
Membe
Membe
Board Liaisor
Membe
Recorde
Staf

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 C	Core Managing Editor/Secretary
Finn, John	Member
Hendren, Barb	Board Liaison/Chair
Nordlie, Shaun	General Manager/Vice Chair
Vandigo, Doug	Member
Ware lody	Memher

Employee Handbook Ad Hoc

meeting dates TBD

3	
Hannon, Gary	Chair
Clark, Marge	Member
Harris, Mike	
Ware Jody	Board Liaison

Miller, Carrie	Staff

Golf

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

Killeen, John	Chair
Mannix, Pat	Vice Chair
Hannon, Mary	Secretary
Buesing, Bob	Member
Burton, Jean	Member
Finley, Jack	Member
Reese, Pat	
Reese, Tim	
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	Secretary
Allgood, David	
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
Killeen, John	Member
Sheehan, Tom	Member
Yorke, Mike	Member

Recreation

3rd Monday of each month, 9am Hannon, Mary Co-Chair Causero, Lee......Member Diehl, John.....Member Gee, Sheila.....Member Tribbey, Steve.....Board Liaison Brokl, TimStaff

Heim, Kirsten Staff & Secretary **Rules & Regulations**

1st Friday of each month, 10am Sershon, Vickie Tribbey, Fern..... Drogosz, George Fitzjerrells, Bob Harris, Mike ...

Stanger, Robert.....

Pfeiffer, Fred ...

Drogosz, KarenRecorder **Safety and Emergency Planning**

meeting dates TBD

Cammack, Mike	Chair
Beckel, Ron	Vice Chair
Ware, Jody	Secretary
Hannon, Gary	
Hendren, Barb	Board Liaison
Janssen, Julie	Staff
Ziarko, Ed	Staff

Strategic/Long Range Planning

meeting dates TBD, usually weekdays ware, JodyUnair/Board Liaison/Secretary Ford, Don......Vice Chair Borst, SteveMember Kintop, Todd......Member Williams, Gordon......Member

Tellers

meets for Annual Meeting

Reese, Patricia	Unair
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



*** YORK***

2COMMIT + 2SUBMIT = 4ACL: SUBMIT YOUR VOTE

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 Coma2Commit + 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 5th 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 (\square) 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! mission 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 5th 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 (\Box) of the votes cast by Voting Members to adopt the 2020 version of the Amended and Restated Bylaws.

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4ACI

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Please be a positive part by voting for the governing documents, the

Declaration and Bylaws. Remember: **2Commit + 2Submit = 4ACL!**







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Vaccines (shots) are one of the tools we have to fight the COVID-19 pandemic.

Vaccines (shots) are one of the tools we 9 pandemic. have to fight the COVID-1







are one of the most effective tools to protect To stop this pandemic, we need to use all of our prevention tools. Vaccines are one of the most effective tools to protec your health and prevent disease. Vaccines work with your body's natural defenses so **your body will be ready to fight** ing a mask that covers your nose and mouth help stop the spread of COVID-19. **the virus**, if you are exposed (also called immunity). Other steps, like wear and staying at least 6 feet away from other people you don't live with, also Studies show that COVID-19 **vaccines are very effective** at keeping you from getting COVID-19. Experts also think that ven if you do get COVID-19. These vaccines getting a COVID-19 vaccine may help keep you from getting seriously ill ev cannot give you the disease itself.





need two shots, make sure that you get both of them. The pes of COVID-19 vaccines will be available. vaccines may work in slightly different ways, but all types ready. The second shot is given at least three weeks later to make sure you have full protection. If you are told you a time and spaced apart. The first shot gets your body Most of these vaccines are given in two shots, one at of the vaccines will help protect you. Different ty



www.cdc.gov/coronavirus/vaccines



CDC NCIRD Facts about COVID-19 vaccines

mean the vaccine is working to help teach your body how Having these types of side effects does NOT mean that with any medicine, it is rare but possible to have a serious health after your shot, call your doctor, nurse, or clinic. As unlikely that this will happen, but if it does, call 911 or go The vaccines may cause side effects in some people, like sore muscles, feeling tired, or mild fever. These reactions to fight COVID-19 if you are exposed. For most people, you have COVID-19. If you have questions about your these side effects will last no longer than a day or two. reaction, such as not being able to breathe. It is very to the nearest emergency room



When you get the vaccine, you and your healthcare worker will both need to wear masks

CDC recommends that during the pandemic, people wear with others outside their household, when in healthcare facilities, and when receiving any vaccine, including a COVID-19 vaccine.







your nose **and** mouth, washing your hands often, and staying at least 6 feet away from you, so it's a good idea to continue following the guidelines from CDC and your health department. We also know not everyone will be able to get vaccinated right away, other people you do not live with. This gives you and others the best protection from Even after you get your vaccine, you will need to keep wearing a mask that covers catching the virus. Right now, experts don't know how long the vaccine will protect so it's still important to protect yourself and others.



allows CDC to watch for safety issues and make sure the

years. A system in place across the entire country that

the COVID-19 vaccines that are being used have gone

through the same safety tests and meet the same

The vaccines are safe. The U.S. vaccine safety system makes sure that all vaccines are as safe as possible. All

Notice to All Property Members - Please Read!

Changes in Proposed Declaration and Bylaws

During the last two months, the Legal Commission has been conducting 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.

It is important to note that *it is not too late to submit your questions regarding the proposed documents.* The Legal Commission will be making a 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. *So, we need your questions submitted by November 21, 2020.*

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 (\square) 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 od 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 then 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 month's Apple Core are the Made Simple documents which outline the proposed changes to the Amended and Restated Bylaws and the Amended and Restated Declaration of Covenants and Restrictions as of October 20, 2020. Updated versions are available on the Apple Canyon Lake website at www.applecanyonlake.org/townhall or they can be picked up from the Administrative Office by calling 8(15)492-2238 and arranging a pickup time.

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

- 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?

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:

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

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

How to Get 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 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 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?	<u>Definition</u>	Who is the Member?	Who is the Natural Person?	Who is the Owner?	Who is the Voting Member?		
Natural Person	"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		
<u>Legal Entity</u>	"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		

VOTING OPTIONS

BY SHAUN NORDLIE General Manager

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 6th 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 election buddy.com on Friday, January 8th 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 Election buddy and have them email your ballots. Reminders will be sent from Election buddy if you have not voted yet in the weeks leading up to the Special Meeting on February 6th
- 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
- You can also email your ballots to me at my email <u>shaun.nordlie@</u> applecanyonlake.org. Just scan your ballots and email them to me.

Cast Your Votes...

Electronically using election buddy



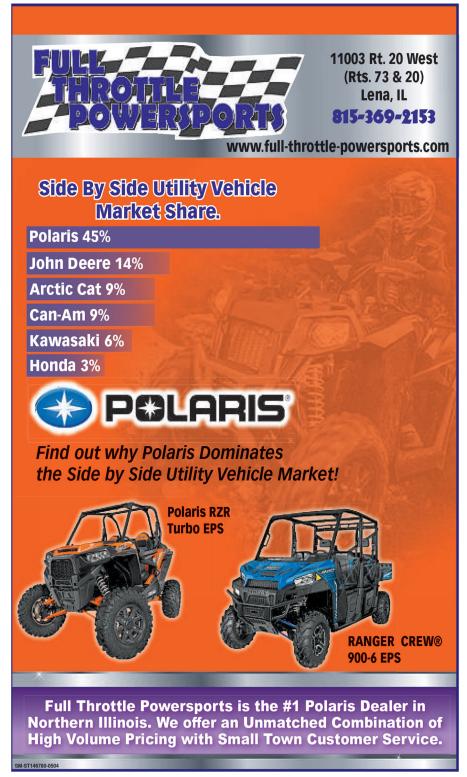
- By paper ballot put in the mail
- By paper ballot placed in the **Association Office's dropbox**
- Scanning or faxing your ballot to the Association Office FAX: (815) 492-2160

By... Friday, Feb. 5

- 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). 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.





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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

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 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

else. When you set out to build a new home or start a remodel project you

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.





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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 (\square) 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 (□) 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 Webpage. the process. To learn about the proposed Amended and Restated Declaration of Covenants and Restrictions, read the Apple Core, or visit the ACL Webpage.





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An eas	y to understand guide for v	NTS MADE SIMPLE vhy the covenants need to	change			such meeting sent to all Voting Members at least thirty (30) days in advance thereof; and	
Preamble	Existing Covenants AMENDED DECLARATION TO CONFORM TO THE COMMON INTEREST COMMUNITY ASSOCIATION ACT This document (hereafter referred to as the "Amended Declaration") is recorded for the purpose of amending and restating the Amended and Restated Covenants & Restrictions, recorded on November 6, 2008, with an effective date of November 6, 2011, (hereafter referred as the "Restated Declaration"). This Amended Declaration is adopted	Proposed Covenants AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION This instrument is 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 (hereinafter referred to as the "2017 Declaration"), recorded on September 21, 2017 as Document No. 395980 in	"Amended Declaration" was deleted and renamed "Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association.			WHEREAS, this Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association shall become effective upon recordation in the Offices of the Recorder of Deeds of Jo Daviess County, Illinois. NOW THEREFORE, the 2017 Declaration is hereby amended and restated as follows:	Once approved by the affirmative vote of % of the voting members present in person or by written ballot, the Amended and Restated Declaration of Covenants and Restrictions for ACLPOA will be recorded with the Recorder of Deeds of Jo Daviess County, Illinois and become effective on such date.
	pursuant to Section 1-15 (b) of the Common Interest Community Association Act (CICCA) (765 ILCA 160/160) which states: "(a) If a provision of the community instruments does not conform to this Act or to another applicable law because of an error, omission, or inconsistency in the community instruments of the association may correct the error, omission, or inconsistency to conform the community instruments to this Act or to another applicable law by an amendment adopted by vote of two-	the Office of the Recorder of Deeds, Jo Daviess County, Illinois. This Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association is adopted pursuant to the Provisions of Article IX, Section 1 of the 2017 Declaration. This Amended and Restated Declaration of Covenants and Restirctions for Apple Canyon Lake Property Owners' Association, the text of which is set forth below, shall		Definitions	a. "Amended Declaration" shall mean the Amended Declaration of Covenants and Restrictions for the Apple Canyon Lake Property Owners' Association as set forth herein. b. "Association" shall mean and refer to the Apple Canyon Lake Property Owners' Association, a nonprofit corporation organized	Amended Declaration definition removed. Added: a. "ACL Building Code" shall mean and refer to the Apple Canyon Lake Building & Environmental Code, as amended from time to time. b. "Association" shall mean and refer to the Apple Canyon Lake Property Owners' Association, a not-for-profit corporation	Definitions were added for clarification and when modifications or changes were made in the language. October 20, 2020 5
	thirds of the board of directors, without a	become effective following its approval	October 20, 2020 1	<u> </u>	and existing under the laws of	organized and existing under	The word nonprofit was
	membership vote."	become elective tollowing is 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.			assigns. c. "Board" or "Board of Directors" shall mean those persons elected to manage the affairs of the Association in accordance with CICAA, the Amended Declaration, the Articles of Incorporation and the Bylaws of the Association.	the laws of Illinois, its successors and assigns. c. "Board" or "Board of Directors" 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.	changed to not-for-profit Added "its successors and assigns" to the language. Added the renamed Declaration.
	This Amended Declaration 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	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'			d. "Building Height" shall mean the vertical distance measured from the top of the foundation to the highest point of the roof at the front elevation.	d. "Building Height" shall mean the vertical distance measured from the top of the foundation to the highest ridge roof line as viewed from the street.	AECC changed providing more clarification.
	be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control: 1. CICAA 2. Articles of Incorporation 3. Covenants and Restrictions 4. Bylaws 5. Rules and Regulations 6. Board Approved Policies	Association Governing Documents, as amended from time to time, sometimes described as "Community Instruments", which shall be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control: 1. Illinois Common Interest Community Association Act ("CICAA") (765 ILCS	The order of the Community Instruments were changed.		"Bylaws" shall mean the bylaws duly adopted by the Association, and as duly adopted by the Association, and as amended from time to time, and in effect at the time when any action or conduct of a Member or the Board is taken.	f. "Bylaws" shall mean the Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws recorded on November 21, 2019 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	Proposed Bylaws renamed to Amended and Restated Bylaws and process for amended the Bylaws when action or conduct of an Owner or the Board is taken. (et.seq.) was added.
	7. Board Approved Committee Operations and Procedures	160/1-1 et. seq.)	October 20, 2020 2		g. "CICAA" shall mean the Common Interest Community Association Act (765 ILCS 160) as hereafter	or the Board is taken. g. "CICAA" shall mean the Common Interest Community Association Act (765 ILCS 160 et.seq.) as	October 20, 2020 6
		2. Illinois General Not-For Profit	The Ilinois General Not-		amended or supplemented under	hereafter amended or	
		Corporation Act (805 ILCS 105/101.01 et. seq) 3. Articles of Incorporation 4. Declaration 5. Bylaws 6. ACL Building and Environmental Code 7. Board Approved Policies 8. Rules and Regulations 9. Board Approved Committee/Commission Operations and Procedures	For Profit Corporation Act was added. Declaration was changed to 4. The ACL Building Code was changed to 6. Board Approved Policies was moved to be 7.		Applicable Illinois law. H. "Common Properties" 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 Trace 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 enjoyment of the enyoyment of the owners of the Properties, the lands within and beneath Apple Canyon Lake to the lot lines abutting thereon; and the lake dam conveyed to the Association.	supplemented under applicable law. h. "Common Properties" 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 Trace 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.	The Properties rather than the Properties. Added Lots and Dwellings within The Properties.
Recitals	WHEREAS, the Amended Declaration truly and accurately reflects the intent of the Restated Declaration, together with the changes contained in the Amended	WHEREAS, the Apple Canyon Lake Property Owners' Association (hereinafter referred to as the "Association"), through its Board of	The Recitals were written by the Association Attorney.		"Declaration" definition is not in this document.	"Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners'	This definition was added to Definitions in the proposed Declaration.
	Declaration as revised by the Board of	Directors, administers the property	The Board of Directors,			Association , as amended from	0000001 20, 2020
	Directors pursuant to Section 60(a) of the Common Interest Community Association Act, and WHEREAS, the Amended Declaration supersedes all previous covenants and restrictions governing the Lots and Dwellings covered by this Amended Declaration; and	legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as "The Properties",) as further defined in Article I, Section 1(aa); WHEREAS, the 2017 Declaration was recorded on September 21, 2017 as Document No. 395980 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois;	administers the property legally described in Exhibit A. The 2017 Declaration was recorded on September 21, 2017 in the Office of the Recorder of Deeds, Jo		m. "Emergency" shall mean a danger to or a 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 life, health or safety.	time to time. m. "Emergency" 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. "Emergency" also includes a danger to life, health or safety. n. "Garage" shall mean a Structure, sither strength to a Duelling or safety.	Common Properties are capitalized and replaced "common areas" language.
	WHEREAS, the Board desires to record a certified copy of a resolution adopted by the Board certifying that this amendment of the Restate Declaration has been approved by the Board of Directors, in order to memorialize the Board's action. NOW, THEREFORE in furtherance of the foregoing recitals, the attached Amended Declaration is being recorded for the above state purposes.	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; 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 (%) of the Voting Members eligible to vote in person or by Written Ballot at a meeting of the Association	Daviess, Illinois; The Board and Owners desire to amend and restate the 2017 Declaration by replacing it with the proposed Amended and Restated Declaration of Covenants and Restrictions for ACLPOA; The voting procedures for adopting the proposed Amended and Restated Declaration of Covenants and Restated Declaration of Covenants and Restrictions;		n. "Garage" shall mean a Structure, either attached to a Dwelling or constructed as a separate Structure, designed and constructed for the primary purpose of storing motor vehicles, boats, or other items of personal property under the provisions belonging to the Owner or Occupant of the Dwelling. No Living Area shall be constructed or maintained in any Garage unless prior written approval of the Architectural and Environmental Control Committee (AECC) has been obtained. (See Article III. Section I.) o. "Ground Floor Area" shall mean the living area in that story of the Dwelling which is the first story entirely above the established	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. o. "Ground Floor Area" 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.	Deleted No Living Area shall be constructed or maintained in any Garage unless prior written approval of the Architectural and Environmental Control Committee (AECC) has been obtained. (See Article III. Section1) Definition in prior Covenants used the words living area. The proposed Declaration changed the language
		duly called for the purpose of Changing the 2017 Declaration, following note of	October 20, 2020 4		building grade at the building front.	g ge at the summing north	to Living Space to mirror the Jo Daviess County October 20, 2020 8

p. "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for dwelling purposes but shall not include open porches, open terraces, breezeways, crawl spaces, attached garages (unless approved in writing by the AECC), carports or Dwelling Accessory Buildings. q. "Lot," also known as Unit, shall mean any numbered parcel of land, including condominium units, in any subdivision as shown on any declaration recorded under the provisions of Article II hereof, but not including any of the Common Properties or the Reserved Properties. r. "Lot Area" shall mean the area of a horizontal plane bounded by the vertical planes through front, side, and rear lot lines. s. "Lot Line" shall mean any boundary of a lot.	q. "Living Space" 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, threeseason rooms, attics, decks, patios, crawl spaces, breezeways, etc. f. "Lot," 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. s. "Lot Area" shall mean the area of a horizontal plane bounded by the vertical planes through front, side, and Lot Lines. t. "Lot Line" shall mean any legal boundary of a Lot as shown on a plat of survey prepared by a licensed surveyor.	Building Code. The proposed Declaration changed the language to Living Space to mirror the International Residential Code adopted by AECC. Incorporated the term The Properties into the definition. Incorporated Lot Lines in the definition. Proposed language adds "legal boundary" as prepared by a licensed surveyor.			Declaration, unless the context shall prohibit. (See Article IV.)	vote under this Declaration, unless otherwise provided herein. (See Article IV. Section 2.) ii. "Written Ballot" shall mean a written document which clearly indicates the vote of a Voting Member being cast on any issue on which a vote of the Voting Members of the Association is taken. As further provided in the Bylaws, a Written Ballot may be cast by a Voting Member either in person at the meeting called for such vote or by mail or by any other means of delivery, provided that such Written Ballot must be delivered to the offices of the Association prior to the commencement of the meeting called for such vote.	This proposed definition is to align language with the Bylaws.
t. "Member" shall mean and refer to all	U. "Member" shall mean and refer to all	Definition clarifies who October 20, 2020 9					October 20, 2020 13
those Natural Persons who are defined as Members of the Association as provided in Article IV, Section I.	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 I.	are Natural Persons and includes language on Lots owned by Legal Entities.	뉴	Article II Property Subject to This Declaration, Additions Thereto, and Mergers Section 3. Reserved Properties	The Association owns various parcels of land which were conveyed to it by the Developer or which were subsequently acquired by the Association, a complete	The Association owns various parcels of land which were conveyed to it by the Developer or which were subsequently acquired by the	The previous language states that the Association may acquire additional Reserved
v. "Natural Person" shall mean any human being over the age of 18 who has the legal capacity to be the grantee of a deed conveying legal or equitable title to a Lot or Dwelling in the Association. v. "Occupant" shall mean any person.	w. "Natural Person" shall mean any human being who is age of eighteen (18) or older who has the legal capacity to hold title to a Lot.	The proposed Declaration removed the words the grantee of a deed.			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. Any or all of the Reserved	Association, a complete description of which is set forth in Exhibit B attached hereto, which are not subject to the Amended Declaration, and which are defined as Reserved Properties. The Association may, by a vote of at least two-thirds (%) of the directors on the Board, 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
w. "Occupant" shall mean any person authorized by the Owner to occupy a Dwelling for any period of time, whether the Owner or alone, or whether as a guest of the Owner or as a tenant. Occupants shall be bound by all of the obligations of the Amended Declaration, the Bylaws, and all Rules and Regulations adopted by the Association. Upon reasonable request, Occupants shall be required to identify themselves to employees or agents of the Association, and to identify the Dwelling they are occupying and the Identity of the Owner.	x. "Occupant" shall mean any person authorized by the Owner to occupy a Dwelling for any period of time, whether with the Owner or alone, or whether as a guest of the Owner or as a tenant. Occupants shall be bound by all of the obligations of this Declaration, the Bylaws, and all Rules and Regulations adopted by the Association.	Removed language from the definition regarding Occupants being 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 and moved to Article III. Section 15.			Properties may be added to the scheme of the Amended Declaration upon approval in writing of the Association pursuant to a vote of the Voting Members and by the recording of a Supplementary Declaration of Covenants and Restrictions; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose written notice of which shall be sent 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	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	Properties. The proposed language adds that additional Reserved Property may be acquired by a two-thirds (%) affirmative vote of the Beard of Directors. At the September 23 rd Town Hall meeting, Owners asked that the proposed language be removed, and the document go back to original language. The
		October 20, 2020 10					October 20, 2020 14
x. "Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of any Lot or Dwelling situated in the Properties who has all of the power, control and incidents of ownership as would an owner of fee simple title; provided, however, that no Lot or Dwelling shall be owned by more than three Natural Persons, except that a married couple shall be deemed to be one Natural Person; and no Lot or Dwelling may be owned by more than one Legal Entity. 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	V. "Owner" shall mean the Natural Persons or Legal Entities who 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. 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 I)	The definition has been revised consistent with the definition of Unit Owner in CICAA. The limitations on the number of memberships per lot are addressed in Article IV. Section 1. There can be any number of owners of a Lot, but the number of Owners who would be able to have membership privileges as to the Associations' amenities will be as limited in Article IV. Section 1.			of the meeting. The five-acre parcel of land on the which the marine service center is located and the eighty-acre parcel of land south of the dam, the legal descriptions of which are identified in Items 1 and 2 on Exhibit B attached hereto, were purportedly made subject to the original Declaration by virtue of the recording of	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.	Legal Commission decided at their October 6th meeting to remove the proposed language and go back to the original language Aligned with Section 1-40(a) of the CICAA is not less than ten (10) days and not more than thirty (30) days prior to the meeting. The five-acre parcel of land paragraph was deleted because it refers to Reserved Properties so it is not subject to the
lieu of foreclosure. (See Article IV) "Recreational Vehicle" definition is not in this document. aa. "Reserved Properties" shall mean	bb. "Recreation Vehicle" shall mean and refer to a motor vehicle or trailer equipped with living space and amenities typically found in a residential living unit including, but not limited to a motor home. cc. "Reserved Properties" shall mean	This definition was added to the proposed Declaration for clarifying what Recreation Vehicle is for the purpose of Sections in Article III Change in language			Supplementary Declarations covering those parcels. The attempt to add those parcels to the Properties was likely ineffective because the vote of the members of the Association required to add additional property was neither sought nor obtained. Those aforementioned parcels are owned by the Association as Reserved Properties, and they are not subject to the		Declaration.
any real property owned by the Association which is used in	any real property owned or acquired by the Association which	from Amended Declaration to this October 20, 2020 11			Declaration or to this Amended Declaration.		October 20, 2020 15
furtherance of the Association's purposes and objectives, but which is not subject to restrictions imposed by the Amended Declaration, and which shall be put to those uses deemed to be in the Association's best interests. (See Article II, Section 3.)	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. (Article II, Section 3)	Declaration.					5, 2020 13
bb. "Single Family" shall mean one or more persons each related to the other by blood, marriage, or adoption, or a group of not more than their domestic servants, maintaining a common household in a Dwelling.	"Single Family" definition is not in this document.	Definition no longer needed in this Declaration.		Article III General Restrictions Section 1. Land Use and Building Type	Any Lot which is designated on the Declaration or any Supplementary Declaration listed on Exhibit A with a numeral (without prefix)) is intended as a	(a) Any Lot which is designated in any of the documents identified on Exhibit A attached hereto shall be governed by this Article	The proposed Declaration is similar language from the Amended Declaration
"Trailer" definition is not in this document. ee. "Voting Member" shall mean the	ff. "Trailer" shall mean and refer to a transport vehicle designed to be towed by a motorized vehicle. ee. "Voting Member" shall mean the	This definition was added to the proposed Declaration for clarification needed in Article III. This proposed definition			Lot and shall be used for single family residence purposes only. No Structure, except as specifically authorized elsewhere in this Amended Declaration, shall be erected, re-erected or maintained on any Lot, except one Dwelling designed for occupancy by a Single Family, a private Garage	III. (b) All additions, alterations and improvements to Lots are subject to the ACL Building Code and prior approval in writing by the Architectural and Environmental Control Committee (AECC).	but reorganized for clarity. Many of the changes in the proposed Declaration are to be aligned with the new AECC Building and
Natural Person designated by the Owner or Owners of any Lot or Dwelling as the one person to whom the Association shall send tts notices and invoices, and the one person who has the power to vote on all matters requiring a vote under the Amended Declaration or any Supplementary	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	is to align language with Article IV.			Single Family, a private Garage containing no more than nine hundred (900) square feet for the sole use of the Owners or Occupants of the Dwelling, Dwelling Accessory Buildings as permitted and Water Facilities for the sole use of the Owners or Occupants of the Dwelling. If approved in writing by the Architectural and Environmental Control Committee (AECC), a Garage	Committee (AECC). (c) No Structure, except as specifically authorized elsewhere in this Declaration, shall be erected, or 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	AECC Building and Environmental Code approved by the BOD on May 16, 2020. October 20, 2020 16

	may have a Living Area in connection therewith for the sole use of the Owner or Occupant, but any such Living Area shall not be rented separately from the rental of the Dwelling. No Structure, Garage, or other Dwelling Accessory Building shall be erected prior to construction of a Dwelling. No Dwelling, Dwelling Accessory Building or Structure may be erected except in such manner and location as hereinafter provided or as approved in writing by the Association.	one (1)) detached Garage, Dwelling Accessory Buildings (as permitted), and Water Facilities, all for the sole use of the Owners and Occupants of the Dwelling. (d) Not more than thirty percent (30%) of the area of a Lot may be occupied by buildings and Structures, including but not limited to Dwellings, Dwelling Accessory Buildings, Garages, and impervious surfaces. (e) No Living Space shall be constructed or maintained in any Garage unless the prior written approval of the AECC has been obtained. If approved in writing by the AECC, a Garage may have a Living Space in connection therewith for the sole use of the Owner or Occupant, but any such Living Space shall not be rented separately from the rental of the Dwelling. (f) No Structure, Garage, Water Facility or other Dwelling Accessory Building shall be erected prior to construction of a Dwelling, except for shoreline stabilization or watershed projects as prior approved by the AECC. (g) No Dwelling Dwelling Accessory	October 20, 2020 17		Nuisances and Animals Section 9. Temporary Structures.	governing home based occupations, nuisances and the possession of animals. No home based occupation or profession shall be conducted in any Dwelling, Dwelling Accessory Building or Garage except those expressly permitted by the Board. No noxious or offensive activity shall be carried on, in or upon any Lot or Dwelling, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, other than inoffensive common domestic household pets, shall be domiciled on any Lot or in any Dwelling.	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 neighbors. 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. No vehicle, trailer, basement of an incomplete building, tent, shack,	Additional language was added to the proposed Declaration clarifying the animals and common domestic household pets. The language of vehicle, trailer, and
Section 2. Quality of Structures	It is the intention and purpose of this Amended Declaration to insure that all Dwellings, Dwelling Accessory Buildings	Building or Structure may be erected except in such manner and location as hereinafter provided or as approved in writing by AECC. (h) No items, including but not limited to, equipment, boats, Trailers, campers, Recreational Vehicles, building materials, firewood or any other similar items may be temporarily or permanently stored on a vacant Lot. It is the intention and purpose of this Declaration to insure that all Dwellings, Dwelling Accessory Buildings and	Outober 20, 2020			permitted in Section 1 of this Article, and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. 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.	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.	accessory building were added to the language to align with AECC Building Code.
	and Garages shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and the other structures within the immediate area and throughout the Properties. Therefore, prior written approval shall be obtained from the AECC with respect to all matters stated in this Amended Declaration as requiring such approval. All Dwellings and Dwelling Accessory Buildings and Garages shall be constructed in accordance with applicable governmental building codes and with such more restrictive standards or building codes as may be required by the AECC or the Board.	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.			Section 11. Wells and Plumbing.	All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank system constructed by the Owner and approved by the AECC and by any state, county or municipal authority having jurisdiction. Septic tank systems and locations must be of registered professional engineer design. Said engineer's design plans must be submitted to the AECC for approval and issuance of permit prior to commencing construction. All systems are to be of the closed type; no domestic wastewater is to be discharged into the lake or any adjacent property. Any such sewage disposal system installed shall be subject to inspection while being	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	The language added to the proposed Declaration is to align with AECC Building and Environment Code.
	1		October 20, 2020 18			,	,	October 20, 2020 22
Section 3. Building Height Section 4. Materials to be Used and Size of Dwellings	No Dwelling shall be erected, altered or placed upon any Lot which has a Building Height of more than thirty (30) feet. No detached Dwelling Accessory Building, Garage or other Structure shall exceed seventeen (17) feet in height, unless a greater height is approved in writing by the AECC. The ground floor area of any Dwelling shall be not less than one thousand (1000) square feet, and all Dwellings shall contain a minimum of fourteen hundred (1,400) square feet in total Living Area, unless otherwise approved by AECC. Building exteriors must be made of concrete, masonry, vinyl, brink, frame, log construction, or such other building materials as may be approved by the AECC. All exteriors must be painted, stained or finished 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.	No Dwelling shall be erected, altered or placed upon any Lot which has a Building Height of more than thirty-five (35) feet. 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 apportion of any Structure must be completed within one year from date of commencement of said construction.	The proposed language of Building Height is to align to the AECC Building and Environmental Code approved by the BOD at the May 16, 2020 meeting. To align with the AECC Building and Environmental Code and not to limit construction of new homes due to required square footage of the dwelling.		Section 12. Nonconforming Uses	constructed and to final approval by the approving authority before backfilling. All wells, plumbing fixtures, and sewage disposal systems shall be subject to inspection from time to time by the Association for the purpose of determining whether they are in compliance with applicable statutes, ordinances, codes, or rules and regulations. A fee to cover the reasonable costs of such inspections shall be established from time to time by the Board. All existing structures built before the adoption of the Restated Declaration, effective November 6, 2011, are exempt from the requirements stated in Article Ill; provided, however, that if any exempt Dwelling, Dwelling Accessory Building, Garage or other Structure is seventy-five percent (75%) destroyed and is being reconstructed, restored or replaced it shall, when completed, be in conformance with the requirements of this Article and then then applicable building codes. Any new Structure built upon a Lot after the effective date of this Amended Declaration is subject to the restrictions contained in this Article and	disposal system 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. All existing structures built prior to January 1, 2000 are exempt from the requirements stated in 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 severty-five (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.	Language added was that a company licensed to conduct inspections must be used. Language was removed regarding a fee for inspection set by the Board. The language in the proposed Declaration is to align with the AECC Building and Environmental Code approved by the BOD on May 16, 2020.
Lot	Restated Declaration, effective November 6, 2011, every Dwelling, Dwelling Accessory Building or Garage, or other Structure, including any overhang, shall be a minimum of twenty-	Building or Garage, or other Structure constructed or reconstructed after November 6, 2011 shall be set back, measuring from the roof overhang, a minimum of ten (10) feet from the rear	on Lot language was changed to conform to Jo Daviess County Building Code.			the then 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	October 20, 2020 23
	seven (27) feet from the front Lot Line.	and side property lines and twenty-		<u> </u> 			current applicable building codes.	
Section 7. Water Facilities Section 8. Home Occupations,	For comer lots this twenty-seven (27) food set back shall be applicable to all sides of the Lot which face the street right of way. Roof overhangs of Dwellings, Dwelling Accessory Buildings or Garages and decks attached thereto must be at least ten (10) feet inside any side or read Lot Line. All Dwellings, Dwelling Accessory Buildings, Garages, decks and sanitary systems constructed on any Lot must be not less than one hundred (100) feet from the existing lake	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	This language provides clarification on where the 100 feet set back begins. Additional language is clarified and aligned to the AECC Building and Environmental Code.		Section 13. Deviations by Agreement with the Association; Other Permitted Uses	a. The Association, its successors or assigns, shall have the right to enter into agreements with the grantee of any lot or lots without the consent of grantees of other lots or adjoining 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 grantee. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such covenant as to other lots in the Properties. 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 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,	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	Association attorney added language that 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.
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	provided no such facility shall be	a location for a water well or		Article IV			
	maintained in such a manner as to interfere unreasonably with the	wells, water storage facility or sewage treatment facility or		Membership, Voting Rights			
	enjoyment of any lot by the Owners thereof.	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.		Section 1. Membership	Membership in the Association shall be the privilege of each natural Person, and his or her spouse, who is the legal or equitable Owner of any Lot or Dwelling; except that no Lot or Dwelling shall have as Owners more than three (3)	For Lots owned by Natural Persons, 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	This language was rewritten by the Association Attorney to clarify membership rights of Natural Persons and Legal
Property, CICAA Section 1-35 (a). Lake I Gover as Co the us or the applic Dwelli incorp	Property Owners' Association eming Documents (also referred to ommunity Instruments) that relate to ise of an individual Lot or Dwelling e Common Properties shall be cable to any person leasing a Lot or ling and shall be deemed to be porated in any lease executed or	than the date of occupancy or ten (10) days after the lease is signed,	Language was added to conform to CICAA giving the Association more authority for properties that lease their Lots or Dwellings.		Natural Persons, including their spouses. Any Legal Entity which owns any Lot or Dwelling may designate on (1) Natural Person, including his or her spouse, as a Member of the Association. Each such designation by a Legal Entity shall be in writing and shall provide the name, address and telephone number of the Member, including any spouse, which person shall be the Voting	ownership interest in the Legal Entity and who shall function as the Member for such Lot for the purpose of these Governing Documents. Every Owner and Member shall provide the Association with his or her current mailing address, email address and telephone number. After the initial designation of who the	Entities. The Association Attorney also stated that you cannot restrict the number of Natural Persons on a deed.
the Colleasin copy of Association the data after the control of th	Community Instruments, the Owner ng the Lot or dwelling shall deliver a rof the signed lease to the cication or if the lease is oral, a norandum of the lease, not later than late of occupancy or ten (10) days the lease is signed, whichever rrs first.	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			Members as defined in Section 2. After the initial designation, changes in the identity of the Voting Member can be made only with the approval of the Board, or upon a showing that the change in the identity of the Voting Member has resulted from a bona fide change in the ownership interest of the Legal Entity making the request. The Board's decision in all such matters shall	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	
		provisions of the Association's Community Instruments shall be applicable to any person leasing a			be binding and final. Any Natural Person or Legal Entity that holds a legal or equitable interest in any Lot or Dwelling as security for the performance	request, or (3) with the approval of the Board. The Board's decision in all such matters shall be binding and final.	
			October 20, 2020 25				October 20, 2020 29
		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 an obligation shall not be a Member. Every Member, including any spouse of a Member, shall provide the Association with his or her current mailing address and telephone number.	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.	
		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		Section 2. Voting Rights - One Voting Member	The Owners of each Lot or Dwelling shall designate on Natural Person as the Voting Member for said Lot or Dwelling. Only the Voting Member, as defined in Article I, Section 1 (ee), shall be entitled	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 1, Section	Minor language change on who the Voting Member is for said Lot. Also removed the words "and their spouses" as
		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			to vote at any regular or special meeting of the Association, and only the Voting Member shall be sent notice of any regular or special meeting of the Association. In the event there are multiple Owners of a Lot or Dwelling who are Natural Person, including their	I (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 person	Natural Persons unless their names are on the deed. Additional verbiage clarified that there can
Section 15. Use of The Properties by Non-Owners	section is not in this document.	further the goals and objectives of this Section. Upon reasonable request, Occupants shall be required to identify themselves to employees or agents of the Association, and to identify the	Removed from definitions in the Amended Declaration and added as Article III.		spouses, and they fail to designate on Natural Person as the Voting Member, the first person named in the deed conveying title to the Lot or Dwelling shall be deemed to be the Voting Member. Notwithstanding anything to the contrary in this Amended	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 Owner of a Lot and the designated Voting Member is not present at a	only be one vote per Lot.
Section 16. Combination of Lots	section is not in this document.	Dwelling they are occupying and the identity of the Owner of such Dwelling. 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,	Section 15 of proposed Declaration. Added language to align with AECC Building and Architectural Code approved by BOD on		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	meeting of the membership and has not otherwise voted, the Owner in attendance shall be entitled to cast the member vote associated with Lot even if that Owner is not the designated Voting Member. The vote must be cast	
		which written agreement must be prior approved by the AECC and Board and then recorded with the Recorder of	May 16, 2020. October 20, 2020 26		member vote associated with that unit 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	
		Deeds of Jo Daviess County. Provided	October 20, 2020 20		on the day of the meeting prior to the	Person that the Legal Entity designates	October 20, 2020 30
		beeds of 30 Daviess Coultry, Frovided further that any numbered Lots that are combined shall still be treated as separate Lots for the 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.			closing of the polls. In the event a Lot or Dwelling is owned by a Legal Entity, it shall designate one Natural Person to be the Voting Member. The failure of a Legal Entity to designate a Voting Member shall be a bar to the right to vote on any matter, and the vote of such Lot or Dwelling shall not be counted for	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	
Article II Property Subject to This Declaration, Additions, Thereto,					the determination of a quorum. Owners, other than a Legal Entity, may change the designation of the Voting Member at any time by delivering to the Association of a written designation, signed by all of the Owners of the Lot or Dwelling, which contains the Voting Member's name,	designation of the Voting Member for their Lots at any time by delivering to the change the designation of the Voting Member for their Lots at any time by delivering to the Association a written designation, signed by all Owners of the Lot, which contains the	
Properties land w Devel- acquir	which were conveyed to it by the eloper or which were subsequently irred by the Association, a complete	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	The previous language speaks that the Association may acquire additional Reserved Properties but does not		address and telephone number. Any such change in the designation of the Voting Member shall be effective when received by the Association. Every Lot or Dwelling shall be entitled to	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.	
B atta to the are de The A Reser be in t	ached hereto, which are not subject e Amended Declaration, and which defined as Reserved Properties. Association may acquire additional erved Properties when deemed to the best interests of the	which is set forth in Exhibit B attached hereto, which are not subject to the Amended Declaration, and which are defined as Reserved Properties. The Association may, by a vote of at least two-thirds (%) of the directors on the	specifically state how the Reserved Property can be acquired. The proposed language added that by a vote of the directors on the		one (1) vote, provided that all assessments, charges, fees and fines which are due the Association are paid in full at the time of the vote. If the Association owns any Lot or Dwelling, it shall not have the right to cast any vote, and the vote of any such Lot or Dwelling	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	
Prope of the appro	erties may be added to the scheme e Amended Declaration upon oval in writing of the Association	Beard, 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	Board by a two-thirds (%) affirmative vote could acquire additional Reserved Properties when deemed to be in		shall not be counted for the purpose of determining a quorum. The total number of votes shall not exceed the total number of Lots or Dwellings in The	number of votes shall not exceed the total number of Lots in The Properties. The vote of a Lot shall not be divisible. If there is a dispute between or among	
			October 20, 2020 27		Properties. The vote of a Lot or	the multiple Owners of a Lot as to who	October 20, 2020 31
Supple Covens that an affirma of the \	lementary Declaration of nants and Restrictions; provided ny such addition shall have the ative vote of a majority of the votes Voting Members voting in person	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	the best interest of the Association. 10-22-20 Update: At request of owners at the Town Hall Meeting, the Legal Commission		Dwelling shall not be divisible. If there is a dispute between or among the multiple Owners of a Lot or Dwelling as to who shall be the Voting Member, the vote for such Lot or Dwelling shall not be counted for any purpose, including	shall be the Voting Member, the vote for any such Lot shall not be counted for any purpose.	
called f which s Membe not mo advanc	I for this purpose, written notice of shall be sent to all Voting pers not less than ten (10) days not one than thirty (30) days in not eand shall set forth the purpose meeting.	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	changed the language back to original language		determining a quorum. For purposes of determining the votes allowed under this section, when Dwellings in Multifamily Structures are counted, the Lot or Lots upon which such Dwellings are situated shall not be counted.		
The five marine eight an dame, are ide B attac	ve acre parcel of land on which the e service center is located and the acre parcel of land south of the , the legal descriptions of which entified in Items 1 and 2 on Exhibit tohed hereto, were purportedly	shall be sent to all Voting Members not less than ten (10) days not not more than thirty (30) days in advance and shall set forth the purpose of the meeting.		ARTICLE V Property Rights in the Common Properties Section 3. Extent of Members' Easements	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	The rights and easements of enjoyment created hereby shall be subject to the following: a. The right of the Association to prescribe rules and regulations for the use of Common	In the proposed Covenants we added Owner or Member to the language.
made s by virtu Supple those p parcels ineffect membe	subject to the original Declaration tue of the recording of ementary Declarations covering parcels. The attempt to add those Is to the Properties was likely ctive because the vote of the pers of the Association required to				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. The Association may assign	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	
sought aforem the Ass and the	dditional property was neither It nor obtained. Those mentioned parcels are owned by ssociation as Reserved Properties, ney are not subject to the ration or to this Amended ration.				specific piers, docks, or other water facilities situated on or adjacent to the Common Properties for the use of specific Lot Owners. b. The right of the Association in accordance with the Amended	deems necessary to the health, safety and welfare of the Association and its Members. b. The Association may assign specific piers, docks, or other water facilities situated on or adjacent to the Common	
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			PROPOSI	<u> </u>	AMENI	DED AND RES	IAIED DECLA	IKAIION
	Declaration, the Articles of Incorporation and Bylaws to borrow money for the purpose of improving the Common Properties or the Reserved	Properties for the use of specific Lot Owners. c. The right of the Association in accordance with this Declaration, the Articles of				consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.	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.	
	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	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			Section 5. Special Assessments not Included in the Annual Budget	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 at least thirty (30) days in advance and shall set forth the purpose of the meeting.	Assessments for additions and alterations to the common areas or to a 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.	The language change in the proposed Covenants is in the notification timelines for voting on Special Assessments.
	shall be returned to the Association and all rights of the Members hereunder shall be fully restored. C. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures.	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.			Section 7. Quorum for Any Action Authorized Under Sections 4 and 5, CICAA Section 1-40 (b) (1)	The quorum required for any action requiring a vote under Section 4 and 5 hereof shall be twenty percent (20%) of the Voting Members eligible to vote at such meeting.	This Section was deleted from this document.	The Association Attorney felt that this Section is not something that the Board has the authority to add per Section 1- 60(a) of the CICAA and it should be deleted.
	 d. The right of the Association to suspend the enjoyment rights of any member for any period during which any assessment, charge or 	d. The right of the Association to take such steps as are reasonably necessary to protect the above described properties	October 20, 2020 33		Section 8. Due Date of Assessments	The annual assessments provided for herein shall become due and payable on the first day of March of said year, or on such other date or dates as may be	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	The Association Attorney recommended removing the language because for two October 20, 2020 37
	fine remains unpaid; or to suspend the enjoyment rights of any Member for any period not to exceed ninety (90) days, or to levy and assess such fines and penalties for any violation of the Amended Declaration, the Bylaws or the Rules and Regulations, all as determined by the Board. e. 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	against foreclosures. 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 excess ninety (90) days, or to levy and assess such fines and penalties for any violation of this Declaration, the Bylaws or the Rules and Regulations, all				established by the Board. The due date of any special assessment under Section 5 or 6 hereof shall be fixed in the resolution authorizing such assessment. Written notice of the assessment shall be sent to the Voting Member designated for each Lot or Dwelling subject thereto. If the assessment is not paid within ninety (90) days of the date on which it is due, written notice shall be sent to every Owner of that Lot or Dwelling at the last address on file at the Association office.	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.	reasons: (a) it could mean that the Association could take no action to collect an unpaid assessment during the initial 90 days that an assessment is passed due; (b) it also is not clear that the written notice is a demand letter, reminder, or a notice.
	Reserved Properties. f. 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.	as determined by the Board. 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. g. The right of the Association to dedicate or transfer all or any part of the Common Properties or the Reserved Properties.			Section 9. Proof of Payment Section 10. Effect of	The Association, upon demand and payment of a service fee of not more than \$25.00, 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. If the assessments are not paid on the	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.	The language in the proposed Covenants was changed to a "reasonable service" as determined by the Board rather than a set fee of not more than \$25.
	g. The right of the Association, its successors and assigns, to construct on, over and under the Common Properties or the Reserved Properties and to main water, electric, gas, telephone, sanitary disposal system and other utility facilities to serve the	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.			Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association	If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest theronn and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of	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 herunder which are not paid when due shall be deemed delinquent and the Board shall have the right to	Attorney revised this section with provisions which are typically included in a section outlining an Association's right related to unpaid assessments. October 20, 2020 38
	Properties, the Common	h. The right of the Association, its	October 20, 2020 34	╬		the then Owner, his heirs, devisees,	assess a late fee for the delinquent	03.035. 20, 2020 00
	Properties, or the Reserved Properties or rany portions thereof and to grant easements to others in such regards.	n. 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 grand easement to others in such regard.				personal representatives and assigns. The personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate as determined by the Board from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or	assess a late lee for the deminquent 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	
Section 4. Rights of Owners' Spouses	This section is not in this declaration.	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 proved the Association with his or her current name, address and telephone number prior to exercising such rights.	This new language added by the Association Attorney clarifies the rights of Owners' Spouses. In conjunction to the changes made in Article IV. Section 1. This section clarifies that each spouse has the same rights as the Member that he or she is married to.			foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney' fee to be fixed by the court together with the costs of the action.	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, along with any and all interest, costs, and other sums set forth above which the Association is entitled to receive. Without limiting the forgoing, if any Owners shall fail to pay any assessments, charges or expenses required to be paid, the Board shall have such rights and remedies: (a) The right to enforce the collection of such defaulting	
Article VI Covenant to Pay Assessments			October 20, 2020 35				Owner's assessments, changes or payments, together with	October 20, 2020 39
Section 4. Change in Basis and Maximum of Annual Assessments and Special Assessments	Each year the Board shall prepare an annual budget which shall identify the Association's projected income and expenses for the next year, which shall include an appropriate amount for the reserves, capital expenditures, payment of real estate taxes, and for the repair and replacement of the Association's facilities and equipment. A copy of the proposed annual budget shall be communicated to each Lot or Dwelling owner 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 results in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the common interest community association, upon written petition by members with twenty (20) percent of the votes of the association delivered to the Board action, shall call a meeting of the members within thirty (30) days of the	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 reserve, 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 cition, shall call a meeting of the Voting Members within thirty (30) days	Association, and Voting Member.				interest thereon, and all fees, expenses and costs including attorneys' fees, managing agent fees, and court costs, incurred in the collection thereof: (b) The right to foreclose the lien created in favor of the Association for unpaid assessments and other changes, together with interest, costs, attorneys' fees, managing agent fees and other expenses associated with the cost of collecting the same provided for in Section 1 of this Article. The Board, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale; and (c) The right to take possession of such defaulting Owner's interest in their Dwelling and Lot, to maintain for the benefit of all the Owners an action for	
	Board action, shall call a meeting of the	action, shall call a meeting of the	October 20, 2020 36					October 20, 2020 40

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Section 12. Exempt Property Section 13. Restricted Lots	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; © Reserved Properties; (d) all properties exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens. The Owner of any Lot upon which no Structure has been erected may enter	prescribed in the Illinois Eviction Act (735ILCS 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. The following property subject to this Declaration shall be exempted from the assessments, charge andlien 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 © Reserved Properties. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens. Restricted Lots are those Lots without any Structure erected on the Lot and	The Association Attorney recommended removing the language in (d) of this section was removed because he feels that no Lot should be exempt from assessment. This language in the proposed Covenants		improvements existing upon said Lot and the location of the improvement proposed to be constructed or placed upon said Lot, each properly and clearly designated; said plans shall also show the building lines shown on the recorded plat of subdivision. Such plans shall set forth the color and composition of all exterior materials proposed to be used, together with any other material or information which the AECC may require from time to time. All plans, drawings and other documentation required to be submitted to the AECC shall be as the AECC may require. There shall also be submitted, where applicable, the permits or reports required under Article III of the Amended Declaration (See, Art. III, Sec. II, Wells and Plumbing.) All such plot plans shall be prepared by either a registered land surveyor or engineer or architect; except that plans for Driveways, Water	accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said Lot and the location of the improvement proposed to be constructed or placed upon said Lot, each properly and clearly designated; said plans shall also show the building lines shown on the recorded plat of subdivision. Such plans shall set forth the color and composition of all exterior materials proposed to be used, together with any other material or information which the AECC may require from time to time. All plans, drawings and other documentation required to be submitted to the AECC shall be as the AECC may require. There shall also be submitted, where applicable, the permits required under Article III of the	The language of "All such plot plans shall be prepared by either a registered land surveyor or engineer or architect" et. al was removed
	into an agreement with the Association wherein the Owner agrees 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	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 sace upon which no Structure of any kind shall be	removes the ability to restrict a Lot but grandfathers those Lots that have been restricted. An Exhibit C has been added listing		Facilities, wall or fences need not be prepared by such professionals. No grading of the lot shall be permitted without the prior written approval of the AECC. The AECC shall have the	Declaration. (See, Art. III, Sec. II, Wells and Plumbing.) The AECC shall have the power subject to the Board's approval, to adopt building codes, guidelines and standards	because the language is in the Architectural and Building Code and does not need to be in the proposed Declaration.
			October 20, 2020 41				October 20, 2020 45
	the Owner and the Board. All agreements creating a Restricted Lot shall be in substance and form acceptable to the Board and suitable for recording, and when agreed to by the Association shall be recorded with the Recorder of Deeds of Jo Daviess County, Illinois. Restricted Lots subject to such an agreement shall begin in the year following the recording of such agreement be liable for only sixty (60) percent of any future annual assessments. Restricted Lots shall continue to remain liable for any Special Assessments approved pursuant to Section 5 or 6 hereof. The Owner of a	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	the Restricted Lots.		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.	governing the quality, design, workmanship and materials and colors to be used for all- proposed construction or improvements.	
	Restricted Lot shall have all 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.	shall have all of the rights and privileges of any other Owner, except as modified by such agreement, and shall continue to remain responsible for the maintenance of such Restricted Lot as is the Owner of any other vacant Lot. The list of approved Restricted Lots is attached hereto on Exhibit "C". Lots which have previously been approved by the Board as Restricted Lots may remain as Restricted Lots unless the Owner of the Lot and the Board agree to rescind the Restricted Lot agreement, in which case the Lot shall be treated in the same manner as all other non-Restricted Lots for assessment purposes. No additional Lots may be granted Restricted Lot		Section 4. Liability of the AECC and the Association	Neither the AECC or nor any agent thereor, nor the Association, shall be responsible in any way for the defects in any plans, specifications or other materials submitted to it, nor for any of the work done according thereto.	No approval of plans and specifications submitted by an Owner pursuant to this Article by the AECC or Board shall be construed as representing or implying that such plans and specifications shall, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any Dwellinng, 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	The Association Attorney wrote new language regarding Liability of the AECC and the Association.
			October 20, 2020 42				October 20, 2020 46
Section 14. Senior Exemption	If a Dwelling qualifies for the Senior Citizen Assessment Freeze as provided in the Jo Daviess County, Illinois Ordinances in effect from time to time, such Dwelling shall be exempt from any increase in future annual assessments which become effective the year after the granting of such Senior Citizen Assessment Freeze. The Owner of a Dwelling which qualifies for this Senior Exemption shall before January 1st provide the Association with satisfactory evidence that the Dwelling has qualified for the Senior Assessment Freeze	status following the recording of this Declaration. 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 language in the proposed Covenants is clarifying language for Senior Exemption and added "on an annual basis" to clarify that it must be filed annually.			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.	
	program for the following year. Such Dwelling shall continue to remain liable for any Special Assessments approved pursuant to Section 5 or 6 hereof. All such Senior Exemptions shall end on the year immediately following the first to occur of the conveyance or transfer of the Dwelling to a third party the death of the last surviving Owner entitled to such Senior Citizen Assessment Freeze.	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.		Section 6. Satellite Dishes and Antennas	This section is not in this document.	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	The Association Attorney wrote this language because it was not in the Amended Declaration. This language is also included in the Architectural and Environmental Building Code.
Article VII Architectural and			October 20, 2020 43			and expense. This provision, however,	October 20, 2020 47
Environmental						is not intended to interfere with the	
Control Committee Section 1. Powers of the Committee	a. Generally. No Dwelling, Multifamily Structure, Dwelling Accessory Building, Structure, Driveway, Water Facility, fence, wall or other structure of any type	Generally. No Dwelling, Multifamily Structure, Dwelling Accessory Building, Structure, Driveway, Water Facility, fence, wall or other structure of any	The Association Attorney added clarifying language stating additions, alterations or changes			Owners' rights to adequate reception under the 1996 Telecommunications Act or other presents, or future, federal or Illinois statutes.	
	or kind may be commended, erected nor shall any exterior addition to or change or alteration be commenced or made on any Lot or on any of the Common Properties or Reserved Properties subject to this Amended Declaration without the prior written approval of the Architectural and Environmental Control Committee (AECC). 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	type or kind may be commended, 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 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	to the Common Properties and Reserved Properties may be made by the Board. The Owner must go through AECC for additions, alterations or changes to any Lot or any of the Common Properties or Reserved Properties subject to this Declaration without prior written approval of the AECC.	Section 7. Remedies for Un-Approved Additions and Alterations	This section is not in this document.	If an addition, alteration or improvement that requires AECC approval hereunder is made to a Dwelling or Lot by an Owner without the prior written approval of the AECC or Board, then the Association may, at the discretion of the Board and in addition to all other rights of enforcement provided to the Association as set forth in this Declaration, the Bylaws, rules and regulations or as provided at law or in equity, take any of the following actions; (a) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling and Lot to the condition that existed prior to the making of the addition, alteration or improvement, all at the Owner's expense; or (b) If the Owner refuses or fails to properly perform the work required under subsection (a) hereof, the Board may cause	This is new language written by the Association Attorney regarding Remedies for Unapproved Additions and Alterations. This language adds a provision outlining specific remedies available to the Association if an Owner makes an improvement or alteration without first obtaining AECC approval.
		1	October 20, 2020 44				October 20, 2020 48

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		such work to be done and may charge the Owner for the cost thereof as determined by the Board; or (c) Ratify the action taken by the Owner, and the Board may, but shall not be required to, condition such ratification upon the same conditions that it may impose upon the giving of its		Section 10. Security	This section is not in this document.	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.	may have against the Association or other Owners for damage to the extent insurance proceeds are available for the damage.
Article IX General Provisions Section 1. Term and Amendment	The covenants and restrictions of this Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Amended Declaration, their respective legal representatives, heirs, successors and assigns. Said covenants shall be automatically extended for successive periods of one (1) year, unless this Amended	prior approval under this Article. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Said covenants shall be automatically extended for successive periods of one (1) year, unless this Declaration is amended by the	The changes in the language in the proposed Amendment is to clarify the notice requirements of CICAA.	Section 10. Security. Article X Remedies	This section is not in this document.	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.	The Association Attorney added this language as a general disclaimer provision which provides that the Association is not obligated to provide security but if it takes any type of security measures (which is not obligated to do) this does not mean it is a provider of security.
	(1) year, allies an Andrews Declaration is amended by 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 Amended Declaration, written notice of which shall be sent to all Voting members at least thirty (30) days in advance. At any such	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 Declaration, written notice of which shall be sent to all Voting Members not less than ten (10) and not more than thirty (30) days prior to such meeting.	October 20, 2020 49	Section 1. Enforcement	This section is not in this document.	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	The Association Attorney suggested moving this Section 1 from Article IX. Section 3. And placing it here. October 20, 2020 53
	meeting a quorum shall consist of twenty percent (20% of all eligible Voting Members. All such amendments shall be effective upon filing with the Recorder of Deeds of Jo Daviess County, Illinois, a certified copy of a resolution adopted by the Board certifying that the amendment of this Amended Declaration has been approved by the	All such amendments shall be effective upon filing with the Recorder of Deeds of Jo Daviess County, Illinois, a certified copy of a resolution adopted by the Board certifying that the amendment of this Declaration has been approved by the required vote.				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 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	
Section 3. Enforcement	required vote. Enforcement of this Amended Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.	This section has been removed from this document.	This language has been moved to Article X. Section 1. in the proposed Declaration. According to the Association Attorney, it revises former Article IX. Section 3. With a general enforcement provision regarding the Association and each owner's right to enforce the terms of the Declaration.			be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association or any Owner to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All costs and expenses incurred by the Association in connection with any such proceedings or with exercising the Board's self-help rights as set forth in Section 2 of this Article, including, but not limited to reasonable attorneys' fees, court costs and managing agent fees, shall be assessed against any Owner violating any such provisions and shall be a charge and constitute a	
Section 4. No Waiver.	This section is not in this document.	No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been arograted or waived by reason or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.	The Association Attorney added this language as a typical provision regarding the provisions of the Declaration not being waived by lack of enforcement.	Section 2. Board Self Help	This section is not in this document.	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. In the event of a violation or breach by an Owner of the provisions, covenants	The Association Attorney added this
			October 20, 2020 50				October 20, 2020 54
Section 5. Gender Neutrality	This section is not in this document.	Unless the provisions of this Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the femininine gender, shall include the masculine, words imparting the singular number shall include the plural, and words imparting the plural shall include the singular.	October 20, 2020 50 The Association Attorney added this language as a typical provision regarding use of terms within this Document.			or restrictions of this Declaration, the Bylaws, 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, anny	language as a typical provisions regarding the Board's ability to take certain remedial actions without having to file a lawsuit. As an example, if an owner left garbage on his or her Lot and failed to remove it after
	This section is not in this document. This section is not in this document.	Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the femilinnine gender, shall include the masculine, words imparting the singular number shall include the plural, and words imparting the plural shall include the singular. 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 convents, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of: (a) The rule against perpetuities; (b) The rule restricting restraints on alienation; or	The Association Attorney added this language as a typical provision regarding use of terms within this Document. The Association Attorney added this language typically included in this type of provisions concerning the rule against perpetuitles which is an old legal rule providing that restrictions against real estate cannot last forever. The Attorney states that the Rule Against Perpetuitles requires that any document			Bylaws, 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,	language as a typical provisions regarding the Board's ability to take certain remedial actions without having to file a lawsuit. As an example, if an owner left garbage on his or her Lot and
Neutrality Section 6. Rule		Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the masculine, words imparting the femiline, words imparting the singular number shall include the plural, and words imparting the plural shall include the singular. 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 convents, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of: (a) The rule against perpetuities; (b) The rule restricting restraints on	The Association Attorney added this language as a typical provision regarding use of terms within this Document. The Association Attorney added this language typically included in this type of provisions concerning the rule against perpetuities which is an old legal rule providing that restrictions against real estate cannot last forever. The Attorney states that the Rule Against Perpetuities requires	Section 3. Managing Agent Fees	This section is not in this document.	Bylaws, 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, anny 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	language as a typical provisions regarding the Board's ability to take certain remedial actions without having to file a lawsuit. As an example, if an owner left garbage on his or her Lot and failed to remove it after written notice from the Association, this would permit the Association to go onto the Owner's Lot and have the garbage removed and charge any costs incurred back to the owner without first having to file a lawsuit over this. This section would not, however, permit the Association to remove an item of construction from a home without a court
Neutrality Section 6. Rule		Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the masculine, words imparting the femiline, words imparting the femiline, words imparting the singular number shall include the plural, and words imparting the plural shall include the singular. 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 convents, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of: (a) The rule against perpetuities; (b) The rule restricting restraints on alienation; or (c) Any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and	The Association Attorney added this language as a typical provision regarding use of terms within this Document. The Association Attorney added this language typically included in this type of provisions concerning the rule against perpetuities which is an old legal rule providing that restrictions against real estate cannot last forever. The Attorney states that the Rule Against Perpetuities requires 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		This section is not in this document.	Bylaws, 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, anny 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. 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	language as a typical provisions regarding the Board's ability to take certain remedial actions without having to file a lawsuit. As an example, if an owner left garbage on his or her Lot and failed to remove it after written notice from the Association, this would permit the Association to go onto the Owner's Lot and have the garbage removed and charge any costs incurred back to the owner without first having to file a lawsuit over this. This section would not, however, permit the Association to remove an item of construction from a home without a court order. The Association Attorney added language specifically permitting the Association to charge back fees charged by a management company
Neutrality Section 6. Rule		Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the masculine, words imparting the femiline, words imparting the femiline, words imparting the singular number shall include the plural, and words imparting the plural shall include the singular. 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 convents, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of: (a) The rule against perpetuities; (b) The rule restricting restraints on alienation; or (c) Any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and	The Association Attorney added this language as a typical provision regarding use of terms within this Document. The Association Attorney added this language typically included in this type of provisions concerning the rule against perpetuities which is an old legal rule providing that restrictions against real estate cannot last forever. The Attorney states that the Rule Against Perpetuities requires 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		This section is not in this document.	Bylaws, 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, anny 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. 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, Bylaws 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 delinquency notices, prepare and issue delinquency notices, prepare and issue	language as a typical provisions regarding the Board's ability to take certain remedial actions without having to file a lawsuit. As an example, if an owner left garbage on his or her Lot and failed to remove it after written notice from the Association, this would permit the Association to go onto the Owner's Lot and have the garbage removed and charge any costs incurred back to the owner without first having to file a lawsuit over this. This section would not, however, permit the Association to remove an item of construction from a home without a court order. The Association Attorney added language specifically permitting the Association to charge back fees charged by a management company
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Section 6. Rule Against Perpetuities Section 7. Liberal	This section is not in this document.	Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the masculine, words imparting the feminine, words imparting the singular number shall include the plural, and words imparting the plural shall include the singular. 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 convents, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of: (a) The rule against perpetuities; (b) The rule restricting restraints on alienation; or (c) Any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of tom Hanks, professional actor and star of such films as Sleepless in Seattle, Apollo 13, and Saving Private Ryan, living at the date this Declaration is recorded. 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	The Association Attorney added this language as a typical provision regarding use of terms within this Document. The Association Attorney added this language typically included in this type of provisions concerning the rule against perpetuities which is an old legal rule providing that restrictions against real estate cannot last forever. The Attorney states that the Rule Against Perpetuities requires 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 October 20, 2020 51 The Association Attorney added this language as a general provision regarding how the terms of the Declaration will be		This section is not in this document.	Bylaws, 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, anny 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. 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, Bylaws, 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 delinquent Lot, prepare and record a lien against the delinquent Lot for unpaid assessments or other changes and any such other services performed	language as a typical provisions regarding the Board's ability to take certain remedial actions without having to file a lawsuit. As an example, if an owner left garbage on his or her Lot and failed to remove it after written notice from the Association, this would permit the Association to go onto the Owner's Lot and have the garbage removed and charge any costs incurred back to the owner without first having to file a lawsuit over this. This section would not, however, permit the Association to remove an item of construction from a home without a court order. The Association Attorney added language specifically permitting the Association to charge back fees charged by a management company October 20, 2020 55
Section 6. Rule Against Perpetuities Section 7. Liberal Construction Section 8.	This section is not in this document. This section is not in this document.	Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the masculine, words imparting the femilinnine gender, shall include the singular number shall include the plural, and words imparting the singular number shall include the plural shall include the singular. 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 convents, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of: (a) The rule against perpetuities; (b) The rule against perpetuities; (c) The rule 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. 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.	The Association Attorney added this language as a typical provision regarding use of terms within this Document. The Association Attorney added this language typically included in this type of provisions concerning the rule against perpetuities which is an old legal rule providing that restrictions against real estate cannot last forever. The Attorney states that the Rule Against Perpetuities requires 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 October 20, 2020 51 The Association Attorney added this language as a general provision regarding how the terms of the Declaration will be interpreted. 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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, Bylaws and/or rules and regulations from the Owners, the managing agent, if any, may perform the following duties: prepare and issue delinquent Lot, prepare and record a lien against the delinquent Lot for unpaid assessments or other changes and any such other services performed in an effort to assist the Association in the collection of delinquent assessments or other changes and any such other services performed in an effort to assist the Association in the collections. The managing agent is entitled to receive a reasonable fee for such services performed, as more fully outlined in the management agreement entitled to receive a reasonable fee for such services performed, as more fully outlined in the management agreement entitled to receive a reasonable fee for such services performed, as more fully outlined in the management agreement entitled t	language as a typical provisions regarding the Board's ability to take certain remedial actions without having to file a lawsuit. As an example, if an owner left garbage on his or her Lot and failed to remove it after written notice from the Association, this would permit the Association to go onto the Owner's Lot and have the garbage removed and charge any costs incurred back to the owner without first having to file a lawsuit over this. This section would not, however, permit the Association to remove an item of construction from a home without a court order. The Association Attorney added language specifically permitting the Association to charge back fees charged by a management company October 20, 2020 55

		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.	appearance in a mortgage foreclosure lawsuit in which it has been named a defendant then the fees and costs incurred by the Association could be charged back to the Owner that was named in the lawsuit.
Article XI Maintenance, Repairs and Replacements			
Section 1. Maintenance by Owners	This section is not in this document.	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.	The Association Attorney added language as a specific provision requiring Owners to keep their Lots and home in good condition and repair.
Section 2. Owner Failure to Maintain		If, in the judgment of the AECC, an Owner fails to maintain his or her Dwelling and Lot in good condition and repair or the appearance of such Owner's Dwelling and Lot is not of the quality of that of other Dwellings and Lot in The Properties or in compliance with rules and regulations adopted by the Board from time to toome, then the Association may, in its discretion, take the following action:	The Association Attorney added language as a typical provision regarding the Association's remedies if an Owner fails to keep their home and Lot in good repair.
			October 20, 2020 57

eplacements, and any damage, shall be added to and become a part of the assessment to which such Owner's Lots 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 when due, as herein provided.

**At the conclusion of the proposed Declaration will be an Amendment section. In this section will be a Board of Directors' adopted (March 18, 2020) ACL Homeowners' Energy Policy Statement. The Illinois Homeowners' Policy Statement Act (765 ILCS 165/eq.seq.) requires the amendment to be attached to the Association's Declaration

October 20, 2020 59

i) The AECC may advise the Owner of ne work that must be done and allow the Owner at least twenty (20) days (or ess in the case of an emergency) to cause the work to be done; and (ii) If the work is not done to the atisfaction of the AECC, in its sole udgment, then the AECC may levy a fine and, in addition, the Board may see 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 Section 3. Willful and This section is not in this document The Association f, due to the act or omission of an Negligent Damage Owner his or her family tenants Attorney added a typica servantsb, pets, guests or invitees or provision permitting the Association to charge back any cost it incurs other authorized Occupant of the Owner's Dwelling or Lot, damage is caused to the Common Properties or to repair damage to the Reserved Properties and maintenance Common Properties repairs, or replacements shall be caused by an Owner or equired thereby, which would his tenants, guests, otherwise be an Association expense, pets, etc. hen such Owner shall pay for such damage and such maintenance epairs and replacements, as determined by the Board, and the cost

October 20, 2020 58

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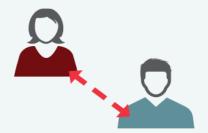
 Native limestone and Versa-Lok retaining walls

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REMOTELY



AVOID CROWDS



STAY AT HOME



WASH YOUR HANDS

Social **Distancing Practices** are in affect at all ACL locations and offices.

Please continue to practice Social Distancing!

APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION MAILING ADDRESS:

14A157 Canyon Club Drive • Apple River, Il 61001 • Phone 815-492-2238 • Fax 815-492-2160 • Information Hotline 815-492-2257 www.facebook.com/AppleCanyonLake • www.applecanyonlake.org



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125 E. Main St, Warren, IL 61087 815-745-2624

11406 Hwy. 20 West, Galena, IL 61036 815-777-0533



CLPOA BYLAWS MAD	E SIMPLE				meaning when used in these Bylaws.	time, (hereinafter referred to as the	
An ea	sy to understand guide for	why the Bylaws need to d	change			Restated Covenants) shall have the same meaning when used in these Bylaws.	
	Existing Bylaws	Proposed Bylaws	Reason for Change			Section 2.	The Association Attorney shared that it is
Preamble	There is not a Preamble in the existing Bylaws	APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION AMENDED AND RESTATED BYLAWS 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	The Association Attorney recommended that the Preamble be added to the Bylaws.		CICAA shall mean the Common Interest Community Association Act, Public Act 096-1400, (765 ILCS 160), effective July 29, 2010, as hereafter amended. Governing Documents, sometimes described as Community Instruments, shall be understood to mean all of the following. In the event of any inconsistency in the revention and	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. b. "Articles of Incorporation" shall mean the Restated Articles of Incorporation approved by the Voting Members of the Association, as amended.	not necessary to repeat the listing of Community Instruments in the definitions since they are listed in the Preamble. The language change was referring to the proposed Bylaws.
		Deeds, Jo Daviess County, Illinois. This Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws for is adopted pursuant to the Provisions of Article XVII, Section 1 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			inconsistency in the provisions of any of the Governing Documents, the lower numbered documents shall control: i. CICAA ii. Restated Articles of Incorporation effective November 6, 2011. iii. Restated Covenants effective November 6, 2011. iv. Restated Bylaws, effective	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 the date of publication and mailing, which contains notices of all regular and special meetings of the	Language change was adding Voting Member.
		regular as anaigl mosting of the Veting	November 21, 2020 1	<u>][</u>]П	Nevember 6, 2011, as amonded	Accesiation's Voting Mamhara	November 21, 2020 5
		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 it recording in the Office of the Recorder of Deeds, Jo Daviess County, Illinois. This Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws, as adopted, shall be included among Apple Canyon Lake Property Owners' Association Governing Documents, as amended from time to time, sometimes described as "Community Instruments", which shall be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control: 1. Illinois Common Interest Community Association Act ("CICAA") (765 ILCS 160/1-1 et. seq.) 2. Illinois General Not-For Profit Corporation Act (805 ILCS 105/101.01 et. seq) 3. Articles of Incorporation 4. Declaration 5. Bylaws 6. ACL Building and Environmental			November 6, 2011, as amended. v. Rules and Regulations, revised September 20, 2009, as adopted and amended from time to time. vi. Board Approved Policies, as adopted and amended from time to time. vii. Board Approved Committee Operations and Procedures, as adopted and amended from time to time. c. Restated Articles of Incorporation shall mean the Restated Articles of Incorporation approved by the members of the Association, to be effective November 6, 2011. D. The Apple Core shall mean the newspaper published periodically (typically monthly) by the Association and sent postage prepaid via the United States Postal Service to all Owners at their last known address, and available on the Association website as the date of publication and mailling, which contains notices of all regular and special meetings of the Association's Members and its Board of Directors,	Association's Voting Members and its Board of Directors, and information, news and commentary with respect to the Common Properties and Facilities, and the activities, finances and projects of the Association. Publication of notices of meetings, Association documents, including but not limited to the annual budget, annual and special dues and assessments, fees, minutes of the meetings of the Board and the Committees and Commissions of the Association shall constitute notice as required by law and Association's Governing Documents, which shall be deemed to have been sent to all Owners and Voting Members on the day it is mailed. The Board shall adopt policies regarding the publication of any and all materials to be printed in The Apple Core, which shall be administered by the Editorial Review Committee. (See Article XI, Section 18.)	The language change was adding Owner.
		6. ACL Building and Environmental Code			and information, news and commentary	mean a petition signed by fifty	November 21, 2020 6
	There is not a Reciting in the existing Bylaws	7. Board Approved Policies 8. Rules and Regulations 9. Board Approved Committee/Commission Operations and Procedures WHEREAS, the Apple Canyon Lake Property Owners' Association (hereinafter referred to as the "Association"), through its Board of Directors, administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as "The Properties",) as further defined in the Declaration. WHEREAS, the 2017 Bylaws were recorded on November 21, 2017 as Document No. 396754 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois; WHEREAS, the Board and the Owners of the Association desire to amend and and restate the 2017 Bylaws, replacing it, in its entirety, with this Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws; WHEREAS, the Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws is	The Association Attorney recommended that the Recitals be added to the Bylaws.		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 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 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 Committee (See Article XIII, Section 12.) e. Voting Member Ticket shall mean a petition signed by fifty (50) Voting Members which identifies the name(s) of the Member whose names is to be added to the Ballot by the Nominating Committee along with all other candidates to be elected to the Board by the Voting Members at the next election, as provided in Article VII, Section 5 of these Bylaws.	(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.	November 21, 2020 7
		adopted pursuant to Article XVII,			h. Nominating Committee Guidelines shall mean the written procedures	h. "Nominating Committee Guidelines" shall mean the	The language added included Voting Member
		Sections 1 and 2 of the 2017 Bylaws, having been approved by the diffirmative vote of two-thirds (%) of the votes cast by the Voting Members voting at a regular or special meeting of the Voting Members, following notice of such meeting sent to all Voting Members at least fourteen (14), and not more than forty (40) days in advance thereof; and WHEREAS, the Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws shall become effective upon recordation in the Offices of the Recorder of Deeds of Jo Daviess County, Illinois. NOW THEREFORE, the 2017 Bylaws are hereby amended and restated as			adopted by the Nominating Committee and approved by the Board that shall be followed by the dominating Committee in the recruitment and interviewing of candidates for the Board, and for providing the Members with all relevant information concerning those candidates who seek to be elected to the Board at the next annual meeting. (See Article XIII, Section 3.)	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 XII, Section 10.) i. "Tellers Commission Guidelines" shall mean the	and Article reference. The language changed to Commission and
Section 1	All capitalized terms used, but not otherwise defined in these Amended and Restated Bylaws (hereinafter	follows: 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			mean the written procedure adopted by the Tellers Committee and approved by the Board prior to the annual meeting that shall be followed by the Tellers Committee when it counts all Written Ballots cast on all matters during that year. (See Article XIII., Section 11(a).)	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 onn all matters during that year. (See Article XII, Section 17(a).)	Article reference.
	,	, as amondou nom time to]			November 21, 2020

			П	Article III			
Article II Membership Section 1. Membership is defined in Article IV, Section 1 of the Restated Covenants, which provides: Section 1. Membership. Membership in the Association shall be the privilege of each Natural Person, and his or her spouse, who is the legal or equitable Owner of any Lot or Dwelling;	Section 1. Membership. Membership in the Association shall be as provided in Article IV, Section 1 of the Restated Declaration.	Changes were because there was no reason to repeat this language within the Bylaws because it is already included within the proposed Declaration.		Voting Rights	Section 2. Voting Rights – One Voting Member. The Owners of each Lot or Dwelling shall designate one Natural Person as the Voting Member for said Lot or Dwelling. Only the Voting Member, as defined in Article I, Section 1(x), shall be entitled to vote at any regular or special meeting of the Association, and only the Voting Member shall be sent notice of any regular or special meeting of the Association. In the event there are multiple Owners of a Lot or Dwelling who are Natural Persons, including their spouses, and they fail to designate one Natural Person as the Voting Member, the first person named in the deed conveying title to the Lot or Dwelling shall be deemed to be the Voting Member. In the event a Lot or Dwelling is owned by a Legal Entity, it shall designate one Natural Person to be the Voting Member. The failure of a Legal Entity to designate a Voting Member shall be a bar to the right to vote on any matter, and the vote of such Lot or Dwelling shall not be counted for the determination of a quorum. Owners, other than a Legal Entity, may change the designation of the Voting Member at	The voting rights of Members are as set in Article IV, Section 2, of the Restated Declaration.	The reason for deletion of some language within the Bylaws is because it is already included in the proposed Declaration, Article IV. Section 2. outlining voting rights.
except that no Lot or Dwelling shall have as Owners more than three (3) Natural Persons, including their spouses. Any Legal Entity which owns any Lot or		Some language was deleted because it was already outlined in Article IV. Section 1. of			any time by delivering to the Association a written designation, signed by all of the Owners of the Lot or Dwelling, which contains the Voting		
Legal Entity which owns any Lot or Dwelling may designate one (1) Natural Person, including his or her spouse, as a Member of the Association. Each such designation by a Legal Entity shall be in writing and shall provide the name, address and telephone number of the Member, including any spouse, which person shall be the Voting Member as		Article IV. Section 1. of the Declaration which outlines membership rights.			Member's name, address and telephone number. Any such change in the designation of the Voting Member shall be effective when received by the Association. Every Lot or Dwelling shall be entitled to one vote, provided that all		
defined in Section 2. After the initial designation, changes in the identity of the Voting Member can be made only with the approval of the Board, or upon a showing that the change in the identity of the Voting Member has resulted from a bona fide change in the ownership interest of the Legal Entity making the					assessments, charges, fees and fines which are due the Association are paid in full at the time of the vote. If the Association owns any Lot or Dwelling, it shall not have the right to cast any vote, and the vote of any such Lot or Dwelling shall not be counted for the purpose of determining a quorum. The total number of votes shall not exceed the		
request. The Board's decision in all such matters shall be binding and final. Any Natural Person or Legal Entity that holds a legal or equitable interest in any Lot or Dwelling as security for the performance					total number of Lots or Dwellings in The Properties. The vote of a Lot or Dwelling shall not be divisible. If there is a dispute between or among the multiple Owners of a Lot or Dwelling as		
of an obligation shall not be a Member. Every Member, including any spouse of a Member, shall provide the Association with his or her current mailing address and telephone number.					to who shall be the Voting Member, the vote for any such Lot or Dwelling shall not be counted for any purpose, including determining a quorum. For purposes of determining the votes allowed under this section, when Dwellings in Multifamily Structures are		
Section 2. The membership rights of	Section 2. The membership rights of				counted, the Lot or Lots upon which such Dwellings are situated shall not be		November 21, 2020 14
any Natural Person who is the legal or equitable Owner of any Lot, or is the designated Member of any Lot, or is the designated Member of any Lot owned by a Legal Entity, or of any Occupant is subject to the payment of any and all annual and special assessments on all Lots and Dwellings owned by said Member. 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	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			Article IV Property Rights and Rights of Enjoyment of Common Properties	counted. Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and Facilities as provided by Article V of the Restated Covenants. Section 2. Any Member may delegate his or her rights of enjoyment in the Common Properties and Facilities to any Occupant as defined in Article I, Section 1(u) of the Restated Covenants in accordance with such Rules and Regulations as may be adopted by the Board from time to time. The rights and privileges of all such Occupants are	This section was removed from the Proposed Restated Bylaws.	This language was removed because it is included in the proposed Declaration Article V.
restored. Section 3. Any person, who is the spouse of a Member, if appointed by the Board, shall be eligible to serve as	automatically restored. Section 3. Pursuant to Article V, Section 3 of the Restated Declaration, the Board may from time to time adopt				subject to suspension under Article II, Sections 2 and 4 of the Bylaws to the same extent as those of the delegating Member.		
full member of any committee, subcommittee or any other body of the Association. Where the record owner of any lot or living unit is an entity (living trust, land trust, partnership, corporation, etc.) the record owner may designate one Natural Person as the Member of the Association. The	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				Section 3. Without limiting the generality of Section 2, Members may be permitted to introduce guests to use the Common Properties and Facilities only in accordance with the Rules and Regulations adopted by the Board from time to time. The rights and privileges		
spouse of the Member so designated shall also be eligible to serve as a full	Owner's right to use such Common Properties and Facilities for violation of][][of such guest are subject to suspension under Article II, Sections 2 and 4 of		November 21, 2020 15
member of any committee, subcommittee or other body of the Association. Section 4. Pursuant to Article V, Section 3 of the Restated Covenants, the Board from time to time adopts and publishes Rules and Regulations governing the use of the Common Properties and Facilities and the personal conduct of persons using the Common Properties and Facilities. The Board in its discretion may levy fines, penalties or other charges and/or suspend the Member'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	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(I).)			Article V Association Purposes and Powers	these Bylaws to the same extent as those of the Member introducing such guests.	Now Article IV in the Restated Bylaws. 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.	The Association Attorney reorganized the language in this Article adding where the former language was placed (Articles of Incorporation and Restated Covenants).
creation of an appeals board to which Members who are issued citations for the violation of any rule or regulation may appeal. (See, Article VIII, Section, 1(o), (p).)					additions thereto as may hereafter be brought within the jurisdiction, functions, duties and membership of the Association by annexation as provided in the Restated Covenants, effective November 6, 2011, recorded with the Recorder of Deeds of Jo Daviess County, Illinois (as the		November 21, 2020 11

same may be hereafter amended meaning when used in these Bylaws. time. (hereinafter referred to as the and suppler nented, the Restated Restated Covenants) shall have the Covenants), for the purpose to same meaning when used in these own, acquire, build, operate and Bylaws maintain a man-made reservoir recreational waterway, recreation The Association parks, playgrounds, swimming pools, golf courses, commons, Attorney shared that it is a. CICAA shall mean the Common not necessary to repeat CICAA shall mean the Common streets, footways, including buildings, structures and Interest Community Association Act, (765 ILCS 160/1 et. seq.) the listing of Community Instruments in the Act. Public Act 096-1400. (765) personal properties incident as hereafter amended or definitions since they ILCS 160), effective July 29, thereto (the Common Properties supplemented under applicable are listed in the 2010, as hereafter amended and Facilities), pay any taxes Preamble assessed with respect thereto. Governing Documents, provide any services normally "Articles of Incorporation" shall The language change sometimes described as provided by municipalities such mean the Restated Articles of was referring to the Community Instruments, shall be as fire and police protection, Incorporation approved by the proposed Bylaws understood to mean all of the enforce any and all covenants and restrictions applicable to The Voting Members of the following. In the event of any Association, as amended inconsistency in the provisions of Properties and the Common any of the Governing Properties and Facilities and, c. "The Apple Core" shall mean Language change was Documents, the lower numbered the newspaper published periodically (typically monthly) insofar as permitted by law, do adding Voting Member. documents shall control any other thing that, in the opinion of the Board of Directors by the Association and sent i. CICAA will promote the common benefit postage prepaid via the United and enjoyment of the owners, States Postal Service to all ii. Restated Articles of residents and quests of The Owners and Voting Members at Incorporation effective November Properties and the Common their last known address, and Properties and Facilities available on the Association website as the date of iii. Restated Covenants effective Section 2. Additions to the Properties November 6, 2011. publication and mailing, which Section 2. Additions to the Properties contains notices of all regular may be made only in accordance with may be made only in accordance with the applicable provisions of the iv. Restated Bylaws, effective he applicable provisions of the and special meetings of the November 21, 2020 17 November 21, 2020 5 Restated Covenants. The Association Restated Declaration. The Association November 6, 2011, as amended Association's Voting Members shall have power to dispose of the shall have power to dispose of the and its Board of Directors, and ommon Properties and Facilities, and Common Properties and Facilities, the Rules and Regulations information, news and revised September 20, 2009, as Reserved Properties only as authorized the Reserved Properties only as commentary with respect to the authorized by the applicable provisions by the applicable provisions of the adopted and amended from time Common Properties and Restated Covenants of the Restated Declaration. Facilities, and the activities finances and projects of the vi. Board Approved Policies, as Association Publication of Section 3. Subject to the applicable Section 3. Subject to the applicable adopted and amended from time provisions of the Restated Declaration notices of meetings, Association provisions of the Restated Covenants, and to the extent provided by law, the documents, including but not and to the extent provided by law, the limited to the annual budget, Association may participate in mergers Association may participate in mergers vii. Board Approved Committee Operations and Procedures, as and consolidations. Any such merger annual and special dues and and consolidations. Any such merger shall be adopted only upon a resolutior assessments, fees, minutes of shall be adopted only upon a resolution adopted and amended from time adopted by the Board of Directors and the meetings of the Board and adopted by the Board of Directors and approved by at least two-thirds of the the Committees and approved by at least two-thirds of the Commissions of the Association votes cast by the Voting Members at a votes cast by the Voting Members at a special meeting of the Association duly c. Restated Articles of Incorporation pecial meeting of the Association duly shall constitute notice as shall mean the Restated Articles of alled for such purpose, written notice required by law and called for such purpose, written notice of which shall be given at least sixty Incorporation approved by the member of which shall be given at least ten (10) and not more than thirty (30) days in Association's Governing of the Association, to be effective Documents, which shall be (60) days in advance to all Voting Members. At any such meeting a November 6, 2011. advance to all Voting Members. At any deemed to have been sent to all such meeting a quorum shall consist of Owners and Voting Members or quorum shall consist of twenty percent D. The Apple Core shall mean the the day it is mailed. The Board twenty percent (20%) of the votes of all newspaper published periodically (typically monthly) by the Association (20%) of the votes of all Voting Voting Members eligible to vote at shall adopt policies regarding Members eligible to vote at such such meeting the publication of any and all and sent postage prepaid via the United States Postal Service to all Owners at meeting. materials to be printed in The Apple Core, which shall be administered by the Editorial Section 4. Subject to the following their last known address, and available Section 4. Subject to the following sentence, the Association may incur on the Association website as the date sentence, the Association may incur indebtedness for borrowed money or Review Committee. (See Article of publication and mailing, which indebtedness for borrowed money or nortgage, pledge or grant security XI, Section 18.) contains notices of all regular and nortgage, pledge or grant security terests in the Common Propertie special meetings of the Association's interests in the Common Properties and "Voting Member Ticket" shall and Facilities as determined from time The language change Members and its Board of Directors Facilities as determined from time to o time by the Board of Directors. The mean a petition signed by fifty was adding Owner and information, news and commentary time by the Board of Directors. The November 21, 2020 18 November 21, 2020 6 Association shall not incur indebtednes Association shall not incur with respect to the Common Properties (50) Voting Members which in an amount that would result in the identifies the name(s) of the Owner whose name is to be ndebtedness in an amount that would and Facilities, and the activities total principal amount of all esult in the total principal amount of al finances and projects of the added to the Ballot by the indebtedness of the Association then ndebtedness of the Association then Association. Publication of notices of outstanding, after giving effect to such outstanding, after giving effect to such meetings, Association documents, Nominating Committee along incurrence, to exceed the total annual ncurrence, to exceed the total annual including but not limited to the annual with all other candidates to be assessments, fees and other revenue o assessments, fees and other revenue budget, annual and special dues and elected to the Board by the of the Association from all sources for the Association from all sources for the assessments, fees, minutes of the Voting Members at the next most recently completed fiscal year of the most recently completed fiscal year meetings of the Board and the election, as provided in Article the Association, without the prior of the Association, without the prior Committees of the Association shall VI, Section 5 of these Bylaws. approval of a majority of the votes cast approval of a majority of the votes cast constitute notice as required by law and Association's Governing Documents, by the Voting Members at a Special by the Voting Members at a Special Meeting of the Association duly called for such purpose, written notice of Meeting of the Association duly called which shall be deemed to have been for such purpose, written notice of sent to all Owners on the day it is which shall be given at least ten (10) and not more than thirty (30) days in mailed. The Board shall adopt policies regarding the publication of any and all which shall be given at least thirty (30) days in advance of said meeting. At advance of said meeting. At any such meeting a quorum shall consist of any such meeting a quorum shall consist of twenty percent (20%) of the materials to be printed in *The Apple*Core, which shall be administered by the wenty percent (20%) of the votes of all votes of all Voting Members. Editorial Review Committee (See Article Voting Members. XIII, Section 12.) Section 5. The Association may be e. Voting Member Ticket shall mean a Section 5. The Association may be dissolved only upon a resolution petition signed by fifty (50) Voting Members which identifies the name(s) dissolved only upon a resolution adopted by the Board of Directors and adopted by the Board of Directors and approved by at least two-thirds of the approved by at least two-thirds (¾) of of the Member whose names is to be votes cast by the Voting Members at a special meeting of the Association duly added to the Ballot by the Nominating the votes cast by the Voting Members Committee along with all other at a special meeting of the Association called for such purpose, written notice candidates to be elected to the Board duly called for such purpose, written notice of which shall be sent at least of which shall be sent at least sixty (60) by the Voting Members at the next days in advance of said meeting. At election, as provided in Article VII, sixty (60) days in advance of said any such meeting a quorum shall ng. At any such meeting a quorum shall consist of twenty percent votes of all Voting Members. Upon (20%) of the votes of all Voting November 21, 2020 19 November 21, 2020 7 h Nominating Committee Guidelines Members Upon dissolution of the Common Properties and Facilities and "Nominating Committee The language added the Reserved Properties shall be association, the Common Properties shall mean the written procedures Guidelines" shall mean the cluded Voting Membe dedicated to an appropriate public entity adopted by the Nominating Committee and Facilities and the Reserved written procedures adopted by and Article reference to be devoted to purposes as nearly as Properties shall be dedicated to an and approved by the Board that shall be the Nominating Committee practicable the same as those to which appropriate public entity to be devoted followed by the dominating Committee and approved by the Board they were required to be devoted by the in the recruitment and interviewing of o purposes as nearly as practicable that shall be followed by the he same as those to which they were candidates for the Board, and for Association. In the event that such Nominating Committee in the providing the Members with all relevant required to be devoted by the recruitment and interviewing dedication is refused acceptance, the Common Properties and Facilities and Association. In the event that such information concerning those of candidates for the Board. candidates who seek to be elected to and for providing the Voting the Reserved Properties shall be dedication is refused acceptance, the granted, conveyed and assigned to any the Board at the next annual meeting. Members with all relevant Common Properties and Facilities and information concerning those nonprofit corporation, association, trust the Reserved Properties shall be (See Article XIII, Section 3.) granted, conveyed and assigned to or other organization to be devoted to candidates who seek to be any nonprofit corporation, association. elected to the Board at the next purposes as nearly as practicable the rust or other organization to be same as those to which they were annual meeting. (See Article required to be devoted by the devoted to purposes as nearly as XII. Section 10.) practicable the same as those to which Association. No such disposition shall he effective to divest or diminish any they were required to be devoted by right or title of any Member vested in the Association. No such disposition such Member under the Restated shall be effective to divest or diminish Covenants unless made in accordance any right or title of any Owner vested in "Tellers Commission The language changed i.Tellers Committee Guidelines shal such Owner under the Restated to Commission and with the applicable provisions of the Guidelines" shall mean the ean the written procedure adopted by Article reference Restated Covenants Declaration unless made in written procedures adopted by the Tellers Committee and approved by accordance with the applicable the Tellers Commission and the Board prior to the annual meeting provisions of the Restated Declaration. approved by the Board prior to that shall be followed by the Tellers the annual meeting that shall Committee when it counts all Written be followed by the Tellers Ballots cast on all matters during that Article VI is Article V in the Restated The Association Commission when it counts all year. (See Article XIII., Section 11(a).) **Board of Directors** Attorney stated that CICAA 1-25 (a) and 1written Ballots cast onn all Section 1. The affairs of the matters during that year. (See Association shall be managed by a 35 (b) contemplates Article XII. Section 17(a).) Board of Directors (hereinafter referred Section 1. The affairs of the only Owners serving on to as the Board) each of whom must be Association shall be managed by a the Board. Therefore a Member of the Association while Board of Directors (hereinafter referre November 21, 2020 20 November 21, 2020 8

serving on the Board. If there are multiple owners of a single unit, only one of the multiple owners shall be eligible to serve as a member of the board at any one time, unless the unit owner owns another unit independently

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

Vacancies on the Board shall be filled by a two-thirds vote of the remaining members of the Board until the next annual meeting, or until 20% of the votes of the Voting Members request a special meeting to fill the vacancy, in

to as the Board) each of whom must be an Owner and/or Voting Member o 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 nember 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 re elected by the Voting Members of the Association at each annual neeting and shall hold office for a term of three (3) years or until their accessors are elected or appointed, and shall not be compensated for their service, but may be reimbursed for easonable 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 hen serving expires.

Vacancies on the Board may be filled by a two-thirds (%) vote of the emaining members of the Board until he next annual meeting of Voting

Spouse of an Owner hat is not on title, may not serve on the Board The designated Voting Member for an Legal Entity could serve on the Board since that Legal Entity itself could not serve on the Board and therefore, the Voting Member is acting on behalf of the Legal Entity Ownership rights.

CICAA (765 ILS 160/1-25(e)) states that if a vacancy occurs after the deadline for candidate nominations, the Board has a choice. If the Board wants to fill the vacancy right away, it may, but the replacement director would only serve until the next occurring annual meeting per the CICAA. If there remain: time on the term following this annual neeting, the Board could then appoint the

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ame individual or

Return Envelope, the General Manage shall verify that the Voting Member whose name appears on the Return Envelope is authorized to cast Writter Ballots for each Lot or Dwelling listed or 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 by placing the Written Ballot in the designated ballot box, after the Voting Member's right to vote has been verified by the Tellers Committee. A Voting Me who had previously submitted a Return Envelope prior to the meeting at which the Written Ballots are to be counted, may, prior to the meeting upon verification of said Voting Members eligibility to 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 an new Ballot Envelope and a new Written Ballot.

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 sha 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 deadline for casting a vote, by placing the Written Ballot within the Ballot Envelone into the esignated 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 he meeting at which the Written Ballots are to be counted, may upon verification of said Voting Mem 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

Upon receipt of each

Section 4.

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either case for the balance of the term If a special meeting is called to fill the ancy, the special meeting shall be held no later than thirty (30) days following the filing of the petition for the Special Meeting. Notice shall be given pursuant to Article XIV, Section. 3. If the Board is unable to fill the vacancy o if there are no longer six (6) Board nembers, the remaining Board members shall call an election within ninety (90) days to fill the vacancies.

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

Members or until Voting Members holding twenty percent (20%) of the total votes of the Association request 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

someone else to fill the vacated Board position intil the following annual meeting or until petition is filed as rovided in this Section Or, the Board could choose not to appoint anyone to fill the acancy right away and following the next occurring annual meeting, if there is still ime left on the vacated Board term, then the Board could appoint a replacement director to fill the vacant term and that person would serve until the next annual neeting or until the voting members file a petition as provided in

Section 3 is relocated from another section later in the document

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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. Section 5. Voting Members Ticket. Section 5. Voting Members Ticket. Additional nominations of eligible

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 fifty (50) votes of Voting Members presenting a signed petition t 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 Member, and if he or she meets the qualifications of Article VI, Section 1, his or her name shall be included on the Written Ballot sent to all Voting Members

Section 6. If no election is held to elect Board members within the time period specified in the Bylaws, or within a reasonable amount of time thereafter, not to exceed 90 days, then twenty percent (20%) of the votes of the Voting Members may bring an action to compel compliance with the election

Additional nominations of eligible
Owners or Voting Members for ele 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 otal (50) 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. Section 6. If no election is held to elect Board members within the time period specified in these Bylaws, or ithin a reasonable amount of time hereafter, not to exceed ninety (90) lays, then Voting Members having at east twenty-percent (20%) of the total

votes in the Association may bring an

action to compel compliance with the

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Article VII Voting Procedures Election of Directors

Election to the Board and votes on all matters and issues equiring a vote of the Voting Members shall be by Written Ballot as described in Article XV and as provided herein. Or any vote requiring approval of the Voting Members or on any election, the Voting Member may cast, in respect to each issue being voted upon, or for each Board vacancy, as many votes as he or she is entitled to exercise under the provisions of Article III of these Bylaws. The Members receiving the rgest 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 Manage at the annual meeting

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

Article VII is Article VI in the Restated Bylaws

ection 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 a 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 Genera 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 rovided in Section 5 below.

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the court finds that an election was not held to elect members of the Board Bylaws. If the court finds that an election within the required period due to the bad faith acts or omissions of the Board, the Board within the required period due to Voting Members shall be entitled to the bad faith acts or omissions of the recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been to a lack of a quorum, then this Section 6 does not apply

as not held to elect members 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 ar election is not held solely due to a lack of a quorum, then this Section 6 does not apply

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Section 3. The Association shall naintain a current list of all Voting Members, which shall identify every Lot or Dwelling for which a Member is esignated as the Voting Member. The Association shall send by first class mai n one envelope to each Voting Member ne 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 lection to the Board, or a description 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.

Fach Voting Member shall receive as nany Written Ballots as he or she has votes. Notwithstanding that a Voting Member may be entitled to several one Written Ballot only one vote for each vacancy shown thereon, or each ssue described thereon. The Voting Member need not vote for every andidate on the Written Ballot, but cumulative voting shall not be ermitted. The completed Written Ballots shall be placed in the Ballot Envelope provided and returned in the Return Envelope provided.

Section 3. The Association shall naintain a current list of all Voting Members, which shall identify every Lot or Dwelling for which an individual designated as the Voting Member. The Association shall send by first lass mail in one envelone to each oting Member the number of Writ 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 ominated for election to the Board, or a description of the issue to be voted inon Written Ballots shall be mailed o the Voting Members at least thirty (30) days but not more than forty-five (45) days in advance of the date on vhich the Written Ballot is to be cast

Each Voting Member shall receive as nany Written Ballots as he or she has otes. Notwithstanding that a Voting Member may be entitled to several rotes, he or she shall exercise on any one Written Ballot only one vote for each vacancy shown thereon. In the event that multiple positions on the Board are up for election at an election eeting, 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

Ballots shall be placed in the Ballot

Article VIII the Board of Directors

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

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

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 ntended for reserves, capital expenditures, repairs and the payment

Article VII in the Amended and Restated Bylaws

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

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

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 epair and replacement of the Association's Common Properties and Reserved Properties, its facilities and equipment, and shall provide an ndication of which portions are intended for reserves, capital expenditures, repairs and the payment

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their Occupants and their guests while available to the Owners and Voting 6. A statement of the status of any There was a change to Members rules and regulations pending suits or judgments in governing the use of the Common proposed definition which the Association is party changes: Owners, Properties and Facilities, the 7. A statement setting forth what insurance coverage is maintained by the Association Properties, the Lots and Dwellings, Members, Voting and the personal conduct of the Members, Lots. Owners, Members, their Occupants Dwelling, and The General Manager shall furnish the and their guests while thereon. Properties. required documents within thirty (30) days of receiving a written request for To suspend the enjoyment rights To suspend the enjoyment The change is an of any Member for any period not to exceed ninety (90) days for any rights of any Owner for any period not The change in k. Is that such information. Charges for update to CICAA. to exceed ninety (90) days for any language was added retrieving and copying any such infraction of its published rules and infraction of its published rules and regulations after the Owner has been records shall be made pursuant to CICAA Section 1-30(i)(3). that suspending the enjoyment rights of any given notice of the infraction and an Owner for any period opportunity to be heard not to exceed ninety w. To delegate any of its powers in the The term Committee is (90) days for any course of operation to any Committee, capitalized. The change To establish fines fo To establish fines for noncompliance with the Restated infraction is only after officer, employee or agent as permitted was due because of the noncompliance with the Restated Not-For-Profit Act. the Owner has been Covenants, the Bylaws and the Rules Declaration, the Bylaws and the Rules and Regulations, after the Member has given notice of the and Regulations, after the Owner has nfraction and been given notice of the infraction and an opportunity to be heard. peen given notice of the infraction and opportunity to be heard. an opportunity to be heard. The language was To maintain and make available changed from Member for inspection and copying those To maintain and make available for inspection and copying the Restated Association records outlined within Section 1-30(i) of the CICAA. Such Covenants, the Restated Articles of Γhe language cites records shall be kept in the office of the ncorporation, the Bylaws, the Rules and CICAA Section 1-30 (i). Association and shall be open for Regulations adopted by the Board, and Board Policies. Such records shall be examination and copying at convenien hours of weekdays by any Owner or kept in the office of the Association and their authorized agent, upon payment shall be open for examination and November 21, 2020 33 November 21, 2020 3 copying at convenient hours of of a reasonable charge Article X Section 2. The call for removal may be weekdays by any Member or their The Association ade by any four (4) or more mer authorized agent, upon payment of a Section 2. The call for removal may Attorney found this of the Board, or upon written request of be made by any four (4) or more easonable charge provision as a unique Voting Members having at least one hundred twenty-five (125) of the total his approach gives members of the Board, or upon written provision and one he request of one hundred twenty-five more of a "due process n. To call special meetings of the To call special meetings of the has not seen in other votes in the Association. Such call for removal shall specifically name the opportunity for the (125) or more of the votes of Voting Voting Members whenever it deems Voting Members whenever it deems Bylaws. He suggested Board member(s) necessary, or at any time upon the written request of one-hundred twentynecessary, or at any time upon the raising the number to Board member(s) whose removal is whose removal is written request of Voting Members twenty percent (20%) of sought to give an sought. If such a call for removal take having twenty percent (20%) at least five (125) of the votes of the Voting the total votes rather Section 3. The call for removal shall place, then a special meeting of the opportunity to present one-hundred twenty-five (125) of the identify the causes that support than the small number oting Members shall be called, withir heir defense(s). of one-hundred-twentyremoval. The causes for removal shall otal votes in the Association. sixty (60) days of the call for removal include, but not be limited to, failure to attend fifty percent (50%) of the regular five (125) of the votes of naving been received, for the purpose lowever, the Not-For-To appoint and remove, with or To appoint and remove, with or the Voting Members. of voting on the removal of the Board Act provides that a without cause, all officers, agents, and meetings of the Board in the twelve (12) month period following the annual without cause, all officers, agents, and -28-20 Update Lega the General Manager of the member(s) named in the call for Board member may be emoval. The meeting notice for such emoved "without the General Manager of the Association, prescribe their duties, fix their compensation, and require of them meeting, or violation of the Restated Covenants, the Bylaws, or the Association, prescribe their duties, fix egal counsel, but also special meeting shall state that a ause" their compensation, and require of them such security or fidelity bond as It that requiring 579 urpose of the special meeting is to such security or fidelity bond as it may Association's Rules and Regulations, or wners necessary to vote upon the removal of the Board failure to pay any amounts that are due the Association, or dereliction of duty, or be required by law or appropriate. may be required by law or as deemed call a special meeting nember(s) named in the meeting appropriate by the Board. notice. Only the Board member(s) vas verv difficult and conduct which tends to injure the good name of the Association, disturb its named in the meeting notice may be removed at such meeting. At such changed the language back to the original language of 125. well-being or hamper its work. neeting, prior to the vote for removal taking place, the individuals seeking removal of the Board member(s) shall Section 4. The offending charges To obtain and maintain fidelity To obtain and maintain fidelity be given an opportunity to present thei reason(s) for seeking such removal and specifications of these charges insurance covering persons who The language was insurance covering persons who contro shall be included in the call for removal control or disburse funds for the changed from or disburse funds for the Association for by those who call for the removal and and the Board member(s) whose commercially Association for the maximum amount the maximum amount that is removal is sought shall be given an opportunity to present their defense(s) shall be submitted to the President in hat is commercially available or commercially reasonable to protect reasonable to writing at a regular or special meeting a reasonably required to protect funds commercially available funds that are in the custody and control which time the Board member shall be that are in the custody and control of of the Association November 21, 2020 38 November 21, 2020 34 provided a copy of the call for removal Section 3, 4, 5, and 6 of 2017 Bylaws The Restated Bylaws removed item The offending Board member shall be vere removed as part of the Restated Bylaws. To cause to be kept and made given no more than thirty (30) days to u from in the previous document. This item is located in available for examination and copying Article VII. Section 1 (m) submit his or her defense, which shall at convenient hours of the weekdays by be in writing and submitted to the stating that inspection any Owner, all Governing Documents: and copying those President at the office of the records in chronological order of the Association records as Association. receipts and expenditures affecting the outlined within Section Common Properties and Facilities; all 1-30(i) of the CICAA. Section 5. The call for removal and contracts, leases and other agreements the Board member's defense of these charges shall be presented at any entered into by the Board; minutes of al meetings of the Board for a period of not less than seven (7) years; Written regular or special meeting of the Voting Members. This meeting shall be called Ballots for a period of not less than one within sixty (60) days after the Board year; such other records of the Board member has submitted his or her as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the Section 6. A quorum for a meeting to General Not For Profit Corporation Act remove shall be one hundred twentyof 1986, and with respect to any Legal five (125) votes of the Voting Members Entities that own Lots or Dwellings, the present in person or by Written Ballot. designation of the Natural Person The vote shall be taken pursuant to authorized to vote as a Voting Member Charges for retrieving and copying any Article VII. such records shall be made pursuant to Article XVI, Section. 4. To cause an appropriate officer To cause an appropriate officer to to issue, upon demand by any person, a issue, upon demand by any person The language added was "upon payment of a certificate setting forth whether any and and upon payment of a reasonable all assessments applicable to any Lot or ervice fee as determined by the reasonable service fee as determined by the Dwelling have been paid. Such Board, certificate setting forth whether certificate shall be conclusive evidence any and all assessments applicable to Board. November 21, 2020 35 November 21, 2020 39 that any assessment therein stated to any Lot or Dwelling have been paid. Article XI The Board of Directors shall appoint a This section was removed in the This is in Article VII. Such certificate shall be conclusive salaried General Manager and establish nave been paid, has been paid. Powers and Duties of the duties authority the compensation evidence that any assessment therein the Board of Directors. and other terms of employment of the stated to have been paid, has been oaid. Article XII Officers Section 4. The President shall: Language changes s. In the event of any resale of any Lot Section 4. The President shall: a Call to order and preside at all or Dwelling, to make available for meetings of the Board, the Committee/Commission inspection to prospective purchaser Call to order and preside at all Executive Committee, and of Voting Members and upon demand, all such documents as meetings of the Board, the Executive the Voting Members and Owners. equired by law including, but not Committee, and of the Members and announce the results of all votes limited to: announce the results of all votes taken A copy of the Restated taken at all such meetings at all such meetings Approve the election of the chair Declaration, the Bylaws, and all Rules and Regulations. of each Standing Committee/Comm 2 A statement of any liens or unpaid assessments, dues or was elected by the Approve the election of the chair committee/commission other charges due and owing of each Standing Committee who was members from said property. elected by the committee members. c. See that all lawful orders and 3. A statement of any capital resolutions of the Board are expenditures anticipated by the d. Appoint the chair and members of Association within the current or carried out. any special committee authorized by d. Re a member ex officio with succeeding two (2) fiscal years the Board. Members expressing an vote, of all Standing 4 A state of the status and amount interest to serve on such special Committees/Commissions and of any reserve for replacement committee may make application with fund and any portion of such special such application subject to approval by committees/commissions of the fund earmarked for any the Board Board of the Association. specified project by the Board. Sign all notes, leases, contracts 5. A copy of the statement of See that all lawful orders and financial condition of the resolutions of the Board are carried out mortgages, deeds, and other written instruments approved by Association for the last fiscal year for which such a statemen Be a member, ex officio without the Board. vote, of all Standing Committees and is available. November 21, 2020 36 November 21, 2020 40

special committees of the Board or the members. The Board may appoint a more additional members. The Board nay appoint a Board member as a full committee, who shall be liaison to the member to any committee/commission Sign all notes, leases, contracts, who shall be liaison to the Board mortgages, deeds, and other written instruments approved by the Board Have the authority to co-sign all Section 10. The Nominating Section 3. The Nominating checks along with any one of the othe Committee shall consist of seven (7) Language were made Committee shall consist of seven (7) signatories authorized by the Board. Owners or Voting Members appointed from Owners and Voting Members appointed by the Preside by the Board at the Board meeting with the approval of the majority of the eceding the regular annual meeting Board at the Board meeting preceding Said Nominating Committee shall serve for the year following the next the regular annual meeting. Said Nominating Committee shall serve for annual meeting. The Board shall make an earnest attempt to appoint to the Article XIII Section 1. The Board, by resolution This is new language to the year following the next annual adopted by a majority of the Board. align with the Not-for-Committees/Commi meeting. The President shall make an Nominating Committee Owners or may designate one or more ions Profit Act (805 II CS earnest attempt to appoint to the Nominating Committee Members who Voting Members who are committees. Except for the 105/108.40) stating representative all of the subdivisions of Nominating Committee, each such nere must be at least are representative of all of the the Association, with at least one of committee shall consist of at least two two (20) board subdivisions of the Association, with at them being a current Board member. (2) or more Board directors and may nembers serving on the least one of them being a current Board also consist of Owners, Voting ommittee and the The Nominating Committee shall serve Members or the spouses of the same naiority of the from the close of such annual meeting ommittee members provided, however, that the majority of until the close of the next annual This Committee shall serve from the nust be board he members of each such commi close of such annual meeting until the meeting. The appointment of the shall be Board directors. Such members. This type of close of the next annual meeting. The members of the following year's committees, to the extent consistent committee acts on appointment of the members of the Nominating Committee shall be announced by the outgoing President with law and as provided in said resolution or as otherwise provided in ehalf of the following year's Nominating Committee shall be announced by the outgoing at each annual meeting. Within thirty this Article, shall have and exercise the (30) days after the annual meeting, the President at each annual meeting. authority of the Board in the Within thirty (30) days after the annual mediate past chair of the Nominating management of the Association; but the designation of such committees Committee shall call a meeting at neeting, the immediate past chair of the November 21, 2020 41 November 21, 2020 45 and the delegation thereof of authority Nominating Committee shall call a which the Nominating Committee shall shall not operate to relieve the Board. meeting at which the Nominating elect its chair, vice-chair and secretary or any individual member of the Board, Committee shall elect its chair, vice nd conduct such other business as chair and secretary and conduct such may be appropriate to prepare for the or any responsibility imposed upon it or nominations to be made that year, him or her by law. The members of other business as may be appropriate each committee shall be appointed by to prepare for the nominations to be including but not limited to, the The Attorney notes adoption of Nominating Committee the Board and serve solely at the made that year, including but not limited Section 10 only requires to the adoption of Nominating the committee to make direction of the Board. Any member Guidelines, which shall be submitted to thereof may be removed by the Board Committee Guidelines, which shall be the Board for approval. as many nominations as The Nominating Committee shall recruit candidates who meet the whenever in its judgment the best interests of the Association shall be it has received submitted to the Board for approval. applications for. So, if served by such removal. eligibility requirements in Article V, fewer than 5 owners The Nominating Committee shall recruit have submitted an Section 1, (referred to herein as candidates who meet the eligibility Eligible Members) and shall make as Section 2. The Board, by resolution According to the Notapplication, then the requirements in Article VI. Section 1. adopted by a majority of the Board, committee would only For-Profit Act, many nominations for election to the (referred to herein as Eligible Members Board as it has received applications may designate onn (1) or more commissions does not be obligated to make as and shall make as many nominations commissions, which commissions may have the authority to act for election to the Board as it has from Eligible Members and for all many nominations for not act on behalf of the Association or on behalf of the Eligible Members submitted on Voting applications that it has received applications from Eligible bind the Association to ayy action, but Association but rather Members and for all Eligible Members Members Tickets. The Nominating and would not be may make recommendations to the Committee shall interview all of the required to make 5 are advisory in nature submitted on Voting Members Tickets, Board. The members of the only. Commissions can candidates, and inform all of the Votino nominations if fewer but not less than two (2) more than the nake recommendations commission need not be Board Members regarding each candidate's than 5 owners number of vacancies that are to be filled directors but must be Owners, Voting positions on matters regarding the to the board of directors submitted applications at the next annual meeting. The with the board of Association's affairs, and cause the Members or the spouses of same and Nominating Committee shall interview directors then making shall be appointed by the Board. Any andidates' answers to questions Interpretation of Section all of the candidates, and inform all of member thereof may be removed by the decisions on behalf related to these matters to be 10 has been confusing the Members regarding each published in *The Apple Core*, to be posted on the Association's website, the Board whenever in its judgment the of the Association. for past practices. candidate's positions on matters best interest of the Association shall be regarding the Association's affairs, and erved by such removal and to be included with the Written cause the candidates' answers to Ballots and other voting materials sent questions related to these matters to be Section 3. Each member of an annual to all Voting Members This language again is published in The Apple Core, to be committee or commission shall in alignment with the posted on the Association's website ontinue as such until the next r Not-For-Profit Act. and to be included with the Written November 21, 2020 42 November 21, 2020 46 of the Board and until his or her Ballots and other voting materials sent successor is appointed and shall have to all Voting Members Article VI, Section 3 is qualified,unless the committee or only change The names of all candidates shall be The names of all candidates shall be commission shall be sooner placed on a Written Ballot which shall determined, or unless such member placed on a Written Ballot as provided be prepared in advance of the time shall cease to qualify as a member in Article VII, which shall be prepared in advance of the time fixed in Article VII, fixed in Article VI. Section 3 for the mailing of such Written Ballots to the Section 3 for the mailing of such Writter Voting Members. The listing of names on the Written Ballot shall be Ballots to the Voting Members. The Section 4. One (1) member of each committee and commission shall be listing of names on the Written Ballot shall be determined by a lottery determined by a lottery conducted by chosen as chairperson annually by the tee/commission members conducted by the Nominating the Nominating Committee Committee Section 5. Vacancies in the Change from membership of any committee or commission may be filled by Recreation Committee The Recreation Section 12. The Recreation to Recreation Committee shall advise the Board on all Commission shall advise the Board on appointment made in the same manne Commission. This is matters pertaining to the recreational all matters pertaining to the recreation now Section 12, behind as provided in the original program and activities of the program and activities of the AFCC which is a Association and shall perform such Association and shall perform such other functions as the Board, in its committee other functions as the Board, in its Section 6. Unless otherwise provided discretion, determines. discretion, determines. in this Article or in the resolution of the Board designating a committee or The Maintenance Section 5. commission, a majority of the whole Committee shall advise the Board on all committee or commission shall The Maintenance matters pertaining to the maintenance, constitute a quorum and the act of a Committee was repair or improvement of the Common majority of the members present at a dissolved by the Board Properties and Facilities of the neeting at which a quorum is present of Directors Association, and shall perform such shall be the act of the committee or other functions as the Board, in its discretion, determines. At least one member of the Board shall serve as a Section 7 Fach committee or member of this committee. commission may adopt rules for its November 21 2020 47 November 21, 2020 43 own governance not inconsistent with The Architectural and the restate Declaration, these Bylaws ection 11: The Architectural and Environmental Control Committee Environmental Control Committe or with the rules and regulations (AECC) shall be comprised of not less adopted by the Board. (AECC) shall be comprised of not less than three (3) representatives. The nan three (3) representatives. The Board shall appoint at least one (1) Board shall appoint at least one (1) Section 8. The Standing The changes in architect, licensed engineer or building contractor to the AECC, if one is Section 1. The Standing Committee Committees/Commissions of the language is differentiating architect, licensed engineer or building of the Association shall be: contractor to the AECC, if one is Association shall be: available, and at least two (2) Board Executive Committee Commission and available, and at least two (2) Board Executive Committee Members to the committee. The Members to the committee. In the Nominating Committee Committees. majority of the members of the AECC Nominating Committee Recreation Commission event the Board is unable to appoint ar Note from the Attorney Language was added shall be Board Members of the Recreation Committee Architectural and Environmental states that Committees architect, licensed engineer or building that if the Board is Association. Any vacancies existing Maintenance Committee

Architectural and Environmental Control Committee Budget/Audit Committee Conservation Committee Legal Committee Rules and Regulations Committee Tellers Committee Editorial Review Committee

Unless otherwise provided herein, the members of each committee shall be appointed by the Board, and, except in the case of the Executive Committee. may be removed by the Board at any time and shall consist of a chair, a vice chair and a secretary, who shall be elected by the members of the committee and two or more additional

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

Unless otherwise provided herein, the nembers of each ommittee/commission shall be ppointed by the Board, and, may be emoved 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 ommittee/commission and two or

and commissions would be established or dissolved at, and the members of each would be appointed at Board meetings, not meetings of the Voting Members.

Strategic/Long Range Planning Commission was added to the list and Maintenance Commission was emoved after a Board vote.

Committee/commission vas added to the language.

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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.

ontractor 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 erformance of its duties. The majority of the members of the AECC shall be Board Members of the Association. Any vacancies existing from time to time shall be filled by appointments made by the Board. The AECC. subject to the Board's approval, may engage such inspectors or agents to assist it in the performance of its duties and responsibilities. No member of the AECC shall participate in the review of any application in which the member has any interest either as an owner or as the provider of any services for which the member is compensated.

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. Changed to Section 11 above Recreation Commission since AECC is a committee

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the nature of the business to be of any meeting shall involve any matte The AECC shall have the duties and The AECC shall have the duties and to which another provision of these functions described in Article VII of the unctions described in Article VII of the business of any meeting shall involve Bylaws, the Articles of Incorporation, o the Restated Declaration shall Restated Covenants, and shall perform Restated Covenants, and shall perform any matter to which another provision of these Bylaws, the Articles of Incorporation, or the Restated otherwise govern notice to the Voting Members, then notice of such meeting such other functions as the Board, in its such other functions as the Board, in discretion, determines. It shall watch its discretion, determines. It shall Covenants shall otherwise govern for any proposals, programs or activities vatch for any proposals, programs or shall be given or sent as therein which may adversely affect the notice to the Members, then notice of activities which may adversely affect provided. residential value of The Properties or the residential value of The Properties such meeting shall be given or sent as the Common Properties and Facilities or the Common Properties and therein provided and shall advise the Board regarding acilities and shall advise the Board Section 6. Quorum. The presence, in action the Association should take on regarding action the Association Section 6. Quorum. The presence at Section 1-40 (b)(1) of the CICAA provides that person or by Written Ballot, at a such matters the meeting of one hundred twenty-five (125) of the votes of the Voting neeting of the Voting Members having t least twenty percent (20%) of the the maximum permitted Members in person or by Written Ballot shall constitute a quorum for any action Section 7. The Budget/Audit Section 13. The Budget/Audit Language was removed total votes in the Association shall auorum reauirement for Commission shall be chaired by the Committee shall be chaired by the about the Treasurer constitute a quorum for any action by neetings of the Treasurer and consist of a member of Board Treasurer and consist of two or by the Voting Members, provided, submitting an annual the Voting Members, provided, embers is twenty the Board plus two or more additional however, if the business of any meeting nore additional members. It shall be report on the budget nowever, if the business of any percent (20%). A shall involve any matter with respect to members. It shall be the duty of this the duty of this commission to prepare meeting shall involve any after with respect to which another provision of quorum requirement of one hundred and and on the financial an annual budget for the fiscal year which another provision of the Bylaws, committee to prepare an annual budget condition of the peginning the first day of January for or the fiscal year beginning the first day the Articles of Incorporation, or the Association because it the Bylaws, the Articles of twenty-five (125) voting approval by the Board as provided in of January for approval by the Board as Restated Covenants shall otherwise Incorporation, or the Restated is stated in Section VII. members is below the provided in Article VIII. The Treasurer govern a quorum, then the quorum of Declaration shall otherwise govern a (20%) required. Article 11. shall submit a report on the budget and such meeting shall be as therein on the financial condition of the Section 19. The Strategic/Long Range quorum, then the quorum of such provided eeting shall be as therein provided This is new language for Planning Commission shall formulate, monitor and make recommendations to Association to the membership at the Annual Meeting of Members. It shall be a Standing Commission The language is the the responsibility of this committee to cause an annual audit of the the Board for additions and deletions to Article XV Section 1. Written Article XV was removed from the the Strategic/Long Range Plan. Board approved charge Section 1. Written Ballot Defined Written Ballots Proposed Restated Bylaws Ballots was deleted Association books by a certified public All matters requiring a vote of the Voting because it is covered in accountant, and to make such audit Article VI. Section 1 and Members, as defined in Article I. available to the d Article XIII. Section 6. Section 1(x) of the Restated Covenants November 21, 2020 49 November 21, 2020 53 This is new language for Section 20. The Appeals Board shall be by Written Ballot which is Commission shall listen to appeals The Appeals Board defined in Article I, Section 1(ee) of the iled pursuant to the appeals process mmission added to Restated Covenants as follows: provisions set forth in the rules and the Amended Bylaws regulations and make Written Ballot shall mean ecommendations to the Board on a written document which clearly each citation at issue following the indicates the vote of a Voting appeal hearing. In listening to each appeal, the Appeals Board Member being cast on any issue on which a vote of the Voting Commission shall listen to each appea with an open mind and treat each party Members of the Association is fairly and with the utmost respect in an taken. A Written Ballot may be effort to provide consistency in the cast by a Voting Member either application and enforcement of the in person at the meeting called Rules and Regulations. for such vote or by mail or by any other means of delivery, provided Section 13. With the exception of the Section 21. With the Exception of the The new language is Nominating Committee and the that such Written Ballot must be Nominating Committee and the dding Architectural and Environmental Contro Architectural and Environmental Committee/commission delivered to the offices of the Control Committee, each Committee, each committee shall have Association prior to the power to appoint a subcommittee from committee/commission shall have subcommittee/subcom commencement of the meeting among its membership or the ower to appoint a called for such vote membership of the Association and may subcommittee/subcommission from among its membership or the Owners delegate to any such subcommittee any Section 2. Casting a Written Ballot of its powers, duties and functions subject to the approval of the Board. or Voting Members of the Association Constitutes Attendance at Meeting and may delegate to any such subcommittee/subcommission any of At all regular and special meetings the its powers, duties and functions subject Voting Member who casts a Written to the approval of the Board. Ballot(s) shall be deemed to be present at the meeting and shall be counted as Section 14. It shall be the duty of each Section 22. It shall be the duty of each Adding commission to present for purposes of determining a committee to have contact with ommittee/commission to have contact the language. Members of the Association on any quorum and for all other purposes vith Owners and Voting Members of matters involving functions, duties, and November 21, 2020 54 November 21, 2020 50 activities within its field of responsibility the Association on any matters permitted under these Bylaws and to submit a report to the nvolving functions, duties, and nembership at the Annual Meeting activities within its field of responsibility, and to submit a resort to the Voting Membership at the Annual Article XVI was removed from the Article XVI Section 1. The Board shall keep and **Books and Records** Proposed Restated Bylaws found in Article VII, naintain the following records, or true Powers and Duties of Section 2. Special Meetings. Special Section 1-40 (b)(1) of Article XIV and complete copies of these records, the Board of Directors. Meetings of Voting Meetings of the Voting Members for the CICAA provides tha Section 2. Special Meetings. at the Association's principal office Special Meetings of the any purpose may be called at any time the maximum permitted by the President, or by any three (3) or quorum requirement for Members for any purpose may be called at any time by the President, or 1. the Association's Governing more members of the Board, or upon meetings of the Documents and plat of survey, written request of the Voting Members nembers is twenty by any three (3) or more members of and all amendments thereto: having at least twenty percent (20%) of the total votes in the Association. percent (20%). A quorum requirement of the Board, or upon written request of 2. the minutes of all meetings of the he votes of one hundred twenty-five Association and the Board of one hundred and (125) Voting Members, or as otherwise twenty-five (125) voting provided in the Bylaws or applicable Directors for the immediately members is below the preceding seven (7) years: (20%) required. 3. all current policies of insurance Special Meeting Concerning of the Association; Budget Matters. In the event that a Special Meeting of the Voting 4. all contracts, leases, and other agreements to which the Members is called pursuant to Association is a Article VIII, Section 1(h) concerning the annual budget or under which the Association or the unit owners have obligations approved by the Board, notice of said meeting shall be sent to the or liabilities Voting Members not less than 5. a current listing of the names and fourteen (14) days in advance of addresses of all Voting Members said special meeting, and said entitled to vote, and of all other special meeting shall be called within thirty (30) days of the date Members; of delivery of the petition 6. Written Ballots for all matters November 21, 2020 51 November 21, 2020 55 pursuant to Section 3 voted on by the members of the Association during the Section 3. Notice of Meeting. Notice Notice of Meeting. immediately preceding twelve of any meeting of the Voting Members Notice of any Special meeting of (12) months, including but not shall be given not less than ten (10) the Members called pursuant to Section limited to, the election of days nor more than thirty (30) days The new language 2 or Section 2a of this Article, or any members of the Board; and prior to the meeting, unless otherwise repeats notice to Voting other provision of the Bylaws, shall be 7. the books and records of accour provided in the Bylaws. Notice to Members and Owner. given not less than fourteen (14) days Voting Members shall be sent (i) by for the Association's current and nor more than thirty (30) days prior to United States Mail, postage prepaid, ten (10) immediately preceding he meeting, unless otherwise provided ent to recipient's address on file with in the Bylaws. Notice to Voting fiscal years, including but not Members shall be sent (i) by United the Association, or (ii) by hand limited to itemized and detailed delivery, or (iii) by any commonly used States Mail, postage prepaid, sent to records of all receipts and electronic media, including but not recipient's address on file with the limited to, email or facsimile, pursuant expenditures, and such other Association, or (ii) by hand delivery, or to electronic communication policies records of the Board as are (iii) by any commonly used electronic adopted from time to time by the available for inspection by edia, including but not limited to, ema Board, provided that the recipient has members of a not-for-profit or facsimile, pursuant to electronic provided the Association with his or he nmunication policies adopted from corporation pursuant to Section ax number or email address or other time to time by the Board, provided that 107.75 of the General Not-Foraddress for receipt of such electronic the recipient has provided the Profit Corporation Act of 1986. communication, and the Voting Association with his or her fax number Member has given his/her written Section 2. Any Member shall have the authorization to conduct business via receipt of such electronic right to inspect, examine, and make communication, and the Member has this method. Notice to all other Owners shall be provided by copies of the records described in niven his/her written authorization to publication in The Apple Core and on subdivisions (a), (b), and (c), of Section conduct business via this method. he Association's website and by Notice to all other Members shall be 1 of this Article XVI, in person or by posting notice at the clubhouse, or as provided by publication in The Apple agent, at any reasonable time or times otherwise authorized under applicable Core and on the Association's website at the Association's principal office. In aw. Notice shall set forth the nature of and by posting notice at the clubhouse the business to be transacted order to exercise this right, a member or as otherwise authorized under must submit a written request to the provided, however, that if the business applicable law. Notice shall set forth November 21, 2020 52 November 21, 2020 56

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with particularity the records sought to Section 3. Except as otherwise provided in Section 5 of this Article, any Member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (d), (e), (f), and (g), of Section 1 of this Article XVI, in person or by agent, at any reasonable time or

Board or its authorized agent, stating

times at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined. and a proper purpose for the request Section 4. The actual cost to the

Association of retrieving and making requested records available for inspection and examination under this Article XVI shall be charged by the Association to the requesting Member If a Member requests copies of records equested under this Article XVI the actual costs to the Association of

charges owed by a Member other than the requesting Member; and

(e) documents provided to an Association in connection with the lease, sale, or other transfer of a unit by a Member other than the requesting nember

Article XVII

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

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

Section 1. These Bylaws may be amended at any regular or Special Meeting of the Voting Members by at least two-thirds (3/3) of the votes cast by the Voting Members voting at such eeting, provided, however, that the provisions of these Bylaws may not be mended to conflict with any provision of the Restated Declaration or law

This is language from the Association Attorne on Amendments and changing the notification date of the Voting

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

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reproducing the records shall also be charged by the Association to the requesting Member.

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

> (a) documents relating to appointment, employment, discipline, or dismissal of Association employees;

(b) documents relating to actions pending against or on behalf of the Association or its Board in a

(c) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board in a court or administrative tribunal;

(d) documents relating to common expenses or other recording

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

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

Article XX Effective Date

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

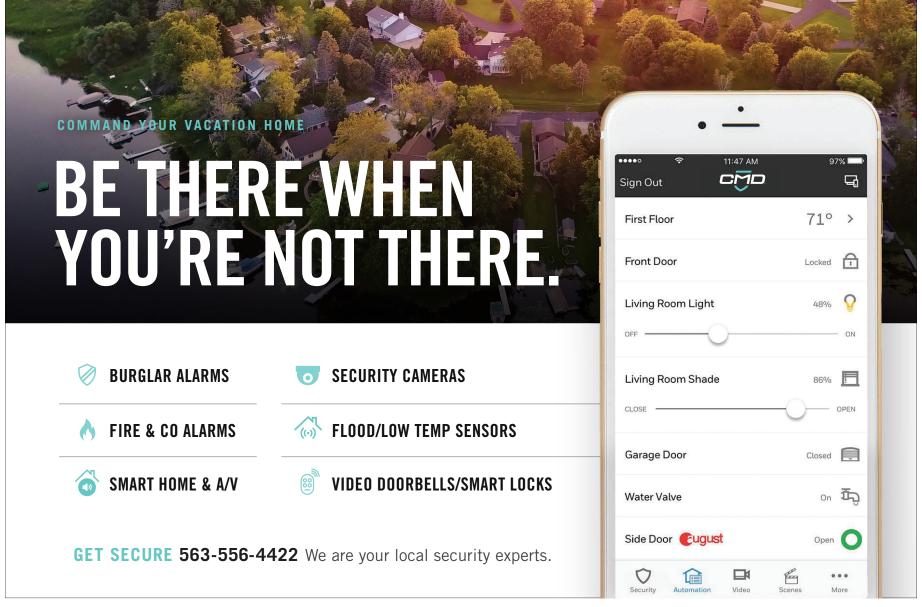
Article XX has been removed from the Proposed Restated Bylaws

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CMDSECURE.com/applecanyon







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

DUES AND FEES ARE DUE MARCH 1!

Remember, the Annual Assessment (Dues) and all required fees are due March 1, 2021. A Delinquent Dues Fee of \$125 per lot

will be assessed March 2.

SPECIAL OFFICE HOURS

Sunday, February 21 and 28: 8am to 3pm appointments required

LATE PAYMENT PLAN SIGNUPS ACCEPTED UNTIL FEBRUARY 25

The early signup deadline for the ACL Payment Plan has passed, but late signups can still be accepted through February 25. There is an additional \$25 Late Signup Fee per lot entered on the Payment Plan in addition to the \$35 per lot Payment Plan Processing Fee. The Payment Plan allows payment of the dues and fees to be broken into three installments, paid March 1, May 15, and July 15; or five installments, paid March 1, May 15, June 15, July 15, and August 15. All ACH payments are made via automatic withdrawal from a checking or savings account. 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. The Payment Plan Processing Fee and Late Signup Fee are both paid in the first installment, no payment is required at signup.

ALL OWNERS ENCOURAGED TO **CONDUCT BUSINESS BY MAIL**

All owners are strongly encouraged to pay by mail. 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

A WORD FROM THE OFFICE



YES, YOU DO NEED AN APPOINTMENT TO COME IN AND PAY YOUR DUES!

STACY ANDERSON Customer Service

There has been come confusion from owners on the process to come in and pay dues this year. Because of COVID-19, we cannot have people standing shoulder to shoulder in lines in the lobby. Appointments are made through the website to pay-in-person. Those paying in person are allowed to come into the lobby. Masks are required and the doors are still locked. We will come take your temperature and then let you in. Once we are behind the plexiglass window, you can remove your mask if you would like. We will take your payment and paperwork and give you your amenity tags & stickers like normal. The appointments are only 20 minutes, so please make sure all your insurance & registration paperwork is up to date. If you can fill out the forms in advance, that

If you mailed in your check, are on the Payment Plan or ACH, or dropped off payment in the drop box previously and just need to pick up your tags & stickers, you can schedule an appointment for curbside pickup. We cannot accept any payments or paperwork curbside. These appointments are for PICKUP only.

Owners do need to set up their own appointments. There are red buttons on the homepage of www.applecanyonlake.org to schedule a Pay-in-Person Curbside Pickup appointment. The access code for both is 61001.

ursters **Sales and Service, LLC**

(815) 947-3470 Stockton, IL











Timp Landscaping, Inc. Works. Beautifully.

design / build / maintain

established 1992 / Galena, IL 815-777-8907 / timplandscaping@yahoo.com











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 & CAMPSITE LICENSES DUE MARCH 1

The 2021 Boat Slip License and 2021 Campsite License are both due March 1. A completed license, current insurance, and current state watercraft registration/nonmotorized 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 or faxed to (815) 492-2160.

CAMPSITE & BOAT SLIP ASSIGNMENT DATES ANNOUNCED

We don't know how these events will be carried out this year and will have to wait until closer to these dates to see where we are with COVID guidelines to formalize a plan, but we do intend to hold these events somehow!

- Saturday, March 27 Campsite Swap & Assignment Day 10 a.m.
- Saturday, March 27 Slip Swap 1 p.m. note time change from prior years
- Saturday, April 10 Slip Assignment Day & Sublicense Assignments 10 a.m.

ASSOCIATION OFFICE Q1 COVID-19 GUIDELINES APPOINTMENTS REQUIRED

ACL staff has planned ahead and are taking every possible precaution to protect the health & safety of our staff and membership this winter. 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 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° F 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 Mailbox 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.

The best way to get documents to ACL is via email or fax. All ACL forms can also be filled out electronically. Insurance agents can send documents directly to ACL at 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 o your documents, and email those photos to us. Payments & copies of paperwork can also be left in the dropbox at any time.



STAY HOME. SAVE LIVES.

Help stop coronavirus

- 1 STAY home as much as you can
- 2 KEEP a safe distance
- 3 WASH hands often
- 4 COVER your cough
- 5 SICK? Call ahead

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**

Mon7:30 am to 9:30 am	Fri7:30 am to 9:30 am
Tues 5 p.m. to 7 pm	Sat10 am to 2 pm
Wed7:30 am to 9:30 am	Sun10 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!

iss 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.

\$15 per large item, permits available at

the ACL Office.

\$30 per mattress, permits available at the

PLACE IN STORAGE UNIT

Other electronics items as determined by staff.

\$30 per electronic item, permits available

All Electronics

VCR/DVD players

computer monitors

at the ACL Office.

Includes: televisions

computers

microwaves

stereos

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.

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 & CAMPERS

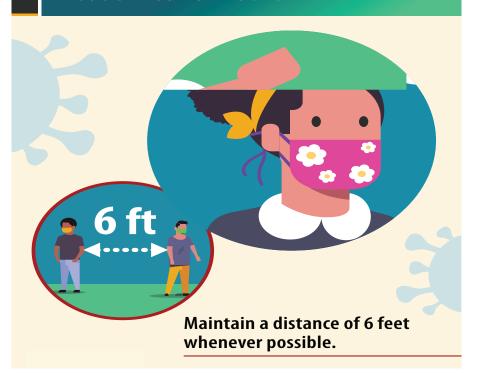
Boats – Display ID numbers on both the right and left sides of the watercraft near the rear of the boat and on the RIGHT side of boat trailer tongue. Place the current year ACL watercraft sticker on the starboard side (driver's side, right) of the watercraft next to the ID numbers.

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.

Please wear a mask.



IS YOUR ASSOCIATION BOAT SLIP IN DANGER OF FORFEITURE?

If you have an Association-licensed boat slip, March 1 is the 2021 deadline for more than just your dues payment. Dues and fees must be paid on all lots owned, and a signed 2021 Annual Boat Slip License, current watercraft insurance and current state registration or non-motorized watercraft information must be submitted to the office by March 1 for each slip. Failure to complete any of these requirements will result in a \$100 Boat Slip Late Fee assessed March 2, and revocation of the previous License and forfeiture of the boat slip if not completed by March 15. All slips forfeited will be placed in the pool and assigned to another property owner at the Slip Swap or Slip Assignment Day.

In order to maintain a boat slip assignment from year to year all of the following must be completed by March 1 for each slip:

- All assessments and fees must be paid on all lots owned by all owners, designated members or occupants associated with all their properties.
- A boat must be registered to the slip by providing current insurance and a current State Watercraft Registration Card for a motorized boat, or nonmotorized watercraft information, as defined in the Rules and Regulations, to the Office.
- A completed and signed Boat Slip License must be provided to the Office.

If your Watercraft Registration is expired, you need to apply for a renewal online. When renewing online, there is a printable confirmation page that serves as your temporary registration card. The 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.

The minimum required amount of liability insurance coverage is \$500,000 for bodily injury and property damage combined. Acceptable proof of liability insurance documents must meet the following requirements: the policyholder/named insured is the property owner of record; the insured watercraft must be described, and the policy term expiration date and liability coverage amounts must be listed. Continuous until canceled policies will not be accepted.

Please do not wait until the last minute to submit your insurance and registration information. I promise you; you do not want to tear through shrink wrap on an icy February day to get a copy of the State Watercraft Registration to the office by the March 1 deadline! All insurance and registration documents can be emailed to customerservice@applecanyonlake.org or faxed to (815) 492-2160.

IS YOUR SEASONAL CAMPSITE IN DANGER OF FORFEITURE?

If you have an Association-licensed Seasonal Campsite, March 1 is the 2021 deadline for more than just your dues payment. Dues and fees must be paid on all lots owned, and a signed 2021 Annual Campsite License, current liability insurance and current state registration or title must be submitted to the office by March 1. Failure to complete any of these requirements will result in a \$100 Campsite Late Fee assessed March 2, and revocation of the previous License and forfeiture of the Seasonal Campsite if not completed by March 15. All campsites forfeited will be placed in the pool and assigned to another property owner at the Campsite Swap & Assignment Day.

In order to maintain a seasonal campsite assignment from year to year, all of the following must be completed by March 1 for each campsite:

 All assessments and fees must be paid on all lots owned by all owners, designated members or occupants associated with all their properties.
 A camper must be registered to the campsite by providing current liability insurance and a current State Recreational Vehicle Registration or title, as defined in the Rules and Regulations, to the Association Office.
 A completed and signed Campsite License must be provided to the Association Office.

A current State Recreational Vehicle Registration must be provided if the camper is transported to/from the Campground. A current State Recreational Vehicle Registration or Title will be accepted if Camper Storage fee is paid. Acceptable proof of liability insurance documents must meet the following the requirements: the policyholder/named insured is the property owner of record; the insured camping unit must be described, and the policy term expiration date and liability coverage amounts must be listed. The minimum required amount of liability insurance coverage is \$500,000 for bodily injury and property damage combined. Continuous until canceled policies will not be accepted.

Please do not wait until the last minute to submit your insurance and registration information. All insurance and registration documents can be emailed to customerservice@applecanyonlake.org or faxed to (815) 492-2160.





lindenlawncare@yahoo.com 6955 E. Stagecoach Trail • Apple River, IL 61001

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.wildlifelicense.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.

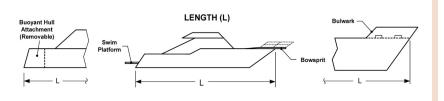
C. BOAT SIZE/HORSEPOWER

- 1. 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.
- 2. 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.



3. 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.

HOUSE CALL FOR YOUR PETS BY APPOINTMENT!

Ask us about animal nutrition and Standard Process Supplements.

All Services by Appointment Only - Weekends Included

Dr. Terry Auen at Stockton Area Veterinary Service
815-947-2224

Sometimes it's just too difficult to get to an office when the hours do not fit in with your schedule. We can offer the basic small animal services right in the convenience of your home at a time that's more suitable for your schedule.

WE ALSO DO ACUPUNCTURE!

We can do check-ups, immunizations, blood tests and small medical procedures. Sugeries and extensive testing will still be done at the clinic at

135 S. Main Street, Stockton

Pick up for your pets can be arranged if necessary. **PLEASE CALL THE CLINIC AT 815-947-2224**



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

\$3681/3 of the Annual Assessment [Dues]

\$341/3 of the Owner Amenity Registration Fee(s), (if two owners \$68, if three owners \$102)

\$35Payment Plan Processing Fee

\$120Trash Fee (if applicable)

\$205Seasonal Boat Slip/Boat Registration (if applicable)

\$750Seasonal Campsite/Camper Registration (if applicable)

\$25Outdoor Golf Storage (if applicable)

\$125Inside Golf Storage (if applicable)

\$20Kayak 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

\$3661/3 of the Annual Dues

\$331/3 of the Owner Amenity Registration Fee(s), (if two owners \$66, if three owners \$99)

WITHDRAWN ON JULY 15

\$3661/3 of the Annual Dues

\$331/3 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

\$2201/5 of the Annual Assessment [Dues]

\$201/5 of the Owner Amenity Registration Fee(s), (if two owners \$40, if three owners \$60)

\$35Payment Plan Processing Fee

\$120Trash Fee (if applicable)

\$205Seasonal Boat Slip/Boat Registration (if applicable)

\$750Seasonal Campsite/Camper Registration (if applicable)

\$25Outdoor Golf Storage (if applicable)

\$125Inside Golf Storage (if applicable) \$20Kayak Locker (if applicable)

\$20Kayak 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

\$2201/5 of the Annual Dues

\$201/5 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

\$201/5 of the Owner Amenity Registration Fee(s), (if two owners \$40, if three owners \$60)

WITHDRAWN ON AUGUST 15

\$2201/5 of the Annual Dues

\$201/5 of the Owner Amenity Registration Fee(s), (if two owners \$40, if three owners \$60)

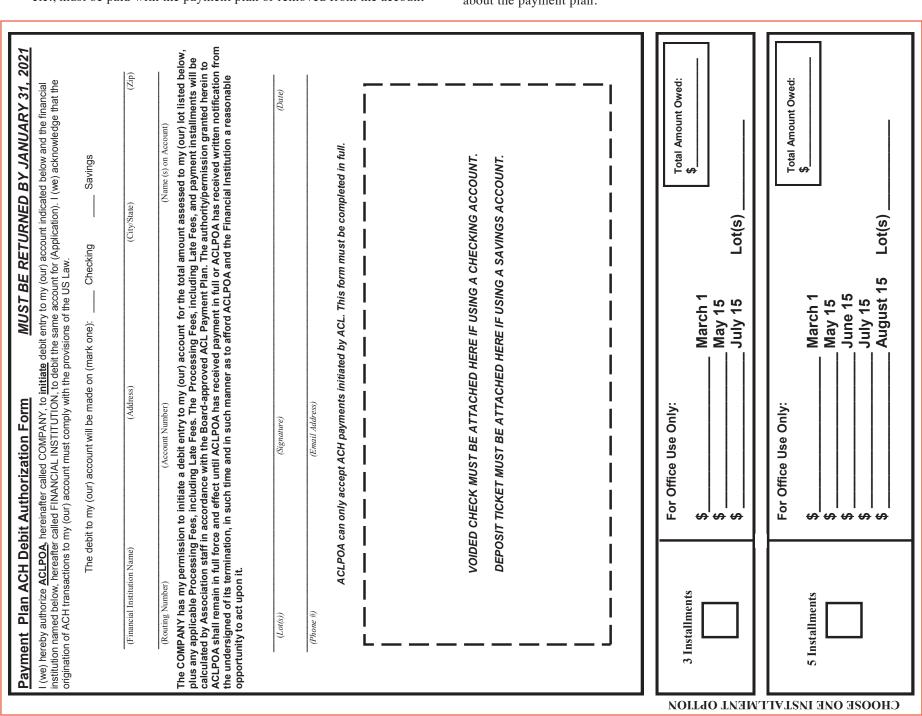
To sign up for the ACLPOA Payment Plan, property owners must do the following:

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.



CAMPGROUND NOW ZONED RV - RECREATIONAL VEHICLE PARK

BY JOE WIENER, Building Inspector

The Apple Canyon Lake Property Owners' Association recently received a Special Use permit from the Jo Daviess Zoning Board of Appeals and the County Board. Approval was unanimous. This recognizes our existing campground as a permitted use, zoned RV - Recreational Vehicle Park within a RP – Planned Residential District. The County's Department of Planning and Development was very helpful too.

The 22 acre campground was part of the original Branigar plan for ACL. Built in 1970, it allowed property owners to enjoy the amenities while their housing was being built. It remains very popular today, especially for our vacant lot owners.

Use is limited to ACL property owners. Open from April through October, there are no permanent trailers or mobile homes. Pads are available on seasonal and weekly terms. There are 68 RV trailer pads with water and electric hook-up. There are also 14 tent sites without utilities. A wide range of supporting infrastructure and family amenities adequate to meet demand are in place. This includes the wastewater septic system which has a State Department of Health license. The bathhouse provides restrooms, showers, laundry, and vending facilities. We also have a playground area, basketball court, and volleyball court. There is a Bocce court too.

At the request of the Campground Commission, ACL is applying for a building permit to add a picnic pavilion to the existing campground. The Commission has been holding events to raise money. This year's budget also includes funds for four new pads with electrical and water service hook-up. The Special Use submittal to the County Board included a long range plan that would add up to 34 vehicle pads sized in conformance to the County Zoning Ordinance. Over time, building permits will be applied for and septic facilities will be constructed to meet County Health Department requirements. There is land available for septic tanks and wastewater leach fields. There are no plans to expand the current boundaries.

The approved submittal included the request for Variation. It seems there were apparently no set back requirements in place when the plat was originally approved by

the County Board of Supervisors' Zoning Committee. There are seven vehicle pads that do not meet the current thirty foot setback standard. These encroachments can remain if they do not extend over the property line. One pad is being slightly reduced in size.

The Variation also includes relief from the requirement that a full-time attendant reside in place within the boundaries of the campground. The Variation recognizes the campground's private limited use. There is only one entrance to the campground. It is not a commercial establishment open to a transient public. The campground has its own Commission, rules, and regulations. The sites are reserved and paid for in January each year. ACL provides 24 hour security and business hour administrative services seven days a week from the central clubhouse which is about ten minutes from the campground. Campers can also obtain business hour assistance at the Maintenance Office that is contiguous to the campgrounds.

There are 111 property owners on the waiting list for pads. By obtaining the RV Recreational Vehicle Park zoning designation, ACL is now able to offer a more complete experience to our Property Owners.

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Plans Set At Apple

Canyon Lake

Apple Canyon Lake, the new private second-home development built around recreation and outdoor life is quickly springing into activity near Galena. Plans are underway to provide sports and outdoor fun.

Construction will begin next month on the 4000-square foot recreation building with two tennis courts and a heated swimming pool. Construction will begin on a nine-hole golf course next spring.

Based on the success of stocking Wisconsin's Lake Redstone with fish early in the construction of the project, the Braniger Organization, developers of both recreation havens, plans to stock Apple Canyon's spring-fed lake next season when the lake is half filled. There will be walleyes, northern pike, small mouth bass, pan fish, and trout.

AT Apple Canyon Lake there will be a separate campsite for campers, encompassing 10 acres at the west side of the lake, will be available to all property owners.

The lots are designed in clusters so that all home owners will have access to the three-mile long lake. Although the lake will not reach permanent depths until the summer of 1971, water enthusiasts will be able to use the lake next summer, since the water will average 20 feet in depth.

Planned as a year-round private spot Apple Canyon Lake will also feature such winter sports as ice skating, fishing, boating, and snowmobiling.

Apple Canyon Lake is open seven days a week. Sales offices are currently located on the bottom of the future lake, where visitors are offered a tour of the development from all vantage points. To get to Apple Canyon Lake, take highway 20 west through Freeport, and Stockton, then follow the signs.



DAYE STORTZ, of the Branigar Organization's Apple Canyon Lake staff, points out grading area during construction

at the new man-made recreational lake development near Galena. III.

Man-Made Lake at Apple Canyon

Sporting 2700 acres of rolling land, Apple Canyon Lake — the new private second-home development built around recreation and outdoor life — is quickly springing into activity near Galena, III. Plans are underway to provide sports and outdoor fun — at the home owners' fingertips.

Construction begins in October on the 4000-square foot "Canyon Club," a recreation building flanked by two tennis courts and a 30x60-foot heated swimming pool. The rustic stone building, designed to fit into the surrounding landscape, will overlook the dam, 90 feet high, and the 400-acre lake.

Construction begins on a nine-hole golf course next spring.

BASED ON THE success of stocking Wisconsin's Lake Redstone with fish early in the construction of the project, the Branigar Organization, developers of both recreation havens, plans to stock Apple Canyon's spring-fed lake next season when the lake is half filled. There will be walleyes, northern pike, small mouth bass, pan fish, and trout. With 24 mouths of stocking Lake Redstone with fingerlings, property owners were catching walleyes, 13 to 15 inches long.

Camping will be a popular activity at

Apple Canyon Lake where a separate campsite, encompassing 10 acres at the west side of the lake, will be available to all property owners.

Five miles from the development is Apple River Canyon State Park, with more picnic grounds and campsites, plus the picturesque canyon which winds its way between limestone bluffs and offers a variety of hiking trails.

Water sports, of course, will attract the majority of Apple Canyonites. Because of the unique arrangement of designing the lots in clusters, all home owners will have access to the three-mile long lake. Although the lake will not reach permanent depths until the summer of 1971, water enthusiasts will be able to use the lake next summer, for the water will already average 20 feet in depth.

Planned as a year-round private spot to get-away-from-it-all, Apple Canyon Lake will also feature such winter sports as ice skating, fishing, boating, and snow-

BECAUSE THE developers are leaving 85 per cent of the shoreline in its natural state, snowmobilers may enjoy 30 miles of private trails through scenic preserved environment. Chestnut Mountain Ski Area, near Galena, is only 20 miles away. The Ski area includes a 465-foot vertical drop, 10 slopes, snow-making equipment, chairlift, plus ski school and rental shop.

Apple Canyon Lake is open seven days a week. Sales offices are currently located on the bottom of the future lake, where visitors are offered a tour of the development from all vantage points. To get to Apple Canyon Lake, take highway 20 west through Freeport, and Stockton, then follow the signs.

Northwest National Bank Promotes Rink

Northwest National Bank of Chicago has announced the promotion of Ralph G. Rink, of Elk Grove Village, to assistant comptroller.

Rink is a recent graduate of the Bank Administration Institute School at the University of Wisconsin and has been employed at Northwest Nationnal Bank since 1968.



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.

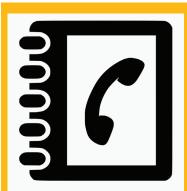
For Apple Canyon Lake, the pickup location is always in the parking lot of the Firehouse Fitness Center. Pickup is at 5:15 pm on Tuesdays, or 10:45 am on Saturdays.

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 or 815-990-5374.



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MAINTENANCE MATTERS

BY ED ZIARKO,
Maintenance Manager

The maintenance team is excited to start on some of our projects for the upcoming season, since the weather has been somewhat mild, we have been cutting down ash trees along the trail. We apologize if we interfered with your trail ride as we worked on

removing snow in certain areas. We have also started to take apart the little walk-on-dock area near the boat ramp to give it a more stable platform. We will be purchasing a new rotary cutter to cut back the trail and clean the dry dams. This should make things a little easier. We are also working with our new Natural Resource Manager, Kelly, on some creative ideas she has for different areas. In short, we are ready to welcome spring back at ACL!

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. 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. 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. 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, <u>www.seniorresourcecenter.net</u>.



NEWS FORM THE NINE

With the 2021 golf season quickly approaching, I would like to remind everyone about the different golf season passes that we offer.

JESSICA WILLIAMS Golf Course Manager

We have a wide range of season golf passes to choose from that you are sure to find one that is right for you.

- Our Property Owner Season Pass costs *\$200 and allows Apple Canyon Lake owners to golf an unlimited amount during the 2021
- · The Junior Season Pass is for children ages 10-16 and only costs *\$25. This allows for unlimited golf during the season. Also, remember that you must be at least 16 years old to drive a golf cart at ACL.
- Our Non-Property Owner Season Pass costs *\$350 and allows people that do not own property at ACL to golf an unlimited amount during the season. However, we are running a special for \$275 through March 14, 2021, so hurry and get yours if you haven't already!
 - *None of these three mentioned passes include a golf cart rental. The golf cart rental costs \$7 Monday-Friday and \$9 Saturday, Sunday, and Holidays. These passes can be used for league play, but not for special events or tournaments.
- Next up we have the Corporate Pass which costs \$2,000. This pass is allotted 72 holes with cart per day. This can be used as one foursome of 18 holes of golf or two foursomes of 9 holes of golf per day.
 - Corporate members are required to make a tee time before coming to the golf course. If corporate members are <u>not</u> joining the group playing, a corporate member <u>must</u> call prior to groups arrival and make the tee time for the party playing. If no tee time has been made, the party will not be able to use the corporate pass. Corporate members listed on the pass can use the pass for leagues, but not for special events or tournaments. Any unused play does not carry over into additional daily rounds.

Now that you have the information about each of our offered passes, you can choose the one that best fits your

The last thing I would like you all to know is that I am currently working on planning golf events for this summer! I will have a calendar out by March with options for singles, couples, and the whole family. I can't wait to see everyone this summer!





'Golf the Canyon' with these Winter Membership Specials!



PRO SHOP PRESS

BY TERRI STIEFEL, Pro Shop Manager

With a new year, comes new changes. First off, thank you to everyone that has supported us through this crazy fall and winter. It's been a stressful time for staff and patrons, hopefully soon things will go back to somewhat

As of right now, we are in Phase 4 of Restore Illinois, which means indoor dining is allowed with tables seated 6 feet apart and parties of no more than 10 at a table. Barstools can put back at the bar if they are 6 feet apart. We ask that when you enter the Pro Shop, to please wear a face covering/mask until you are seated. If you need to use the restroom or get up from your table, we ask that you put your mask back on.

Starting now, the Pro Shop can sell 6 packs of beer and bottles of wine or liquor. The Pro Shop has a combination liquor license, so that means you can purchase beer/liquor to be consumed at home. We also have mixed cocktails in sealed jars to go. We will be featuring a new cocktail special each week that you can get to go or enjoy in the Pro Shop. On top of our Pizza of the Month, we look forward to offering a Burger of the Month starting in spring.

Spring is just around the corner! If you would like to work in a fun, fast paced environment, the Pro Shop is accepting applications for summer help. Waitresses, bartenders, and cooks are some of the positions available. An Illinois Food Handlers and Basset will be required/need to be obtained for hire. Stop in or contact the Pro Shop at (815) 492 – 2477 if you are interested in an application.

Think Spring!





CONSERVATION CONVERSATIONS

INTRODUCING TWO MIDWESTERN GIANTS OF CONSERVATION

BY PAULA WIENERConservation Commission Chair

Prior to the turn of the last century there was no such thing as a "conservation movement". President Theodore Roosevelt

and other prominent sportsmen of his day formed the first true North American conservation organization, the Boone and Crockett Club in 1887. John Muir and Robert Underwood Johnson are credited with doing additional foundational work for the movement when they established the Sierra Club in 1892. The years between 1890-1920 are known as the Progressive Era and gave birth to the work of two great conservationists both with roots in Iowa.



Since he was born first, we will start with Jay Norwood "Ding" Darling. Born in Michigan in 1876, his family moved to Iowa when he was 10. It was there that his love of nature bloomed and grew. He would say in later years, "If I could put together all the virgin landscapes which I knew in my youth and show what has happened to them in one generation, it would be the best object lesson in conservation that could be printed."

Ding was a cartoonist by trade. Except for a short stint in New York, his entire professional career was spent at the Des Moines Register where he was awarded two Pulitzer Prizes for his work. But it is his work in conservation that he is most remembered for. In 1931 he became one of the original members of the first Iowa Fish and Game

Commission. It was his prodding that convinced the commission to conduct the biological survey of the state that would result in a 25-year conservation plan that became a model for our nation.

Because of his abiding belief that a liberal education should incorporate conservation principles he conceived the Cooperative Wildlife Research Unit Program. Today there are 40 of these units in 38 states. He said, "Turn the natural resources of any area over to an ecologically ignorant populace and ecologically ignorant leaders, and they will rape the land and waters with as little regard for future consequences as the profit-motive boys display."

Although he was a staunch Republican and often pilloried President Roosevelt in his cartoons, FDR appointed him as Chief of the Bureau of Biological Survey. During his short 18 months in Washington, he nurtured a cadre of young, enthusiastic scientists and managers, many of whom devoted their entire careers to protecting the nation's natural resources, reserved three million acres of public land for wildlife refuges, lobbied for the passage of the Migratory Bird Hunting Stamp Act and designed the first duck stamp. Since the introduction of these stamps in 1934, sales have raised hundreds of millions of dollars for the purchase of approximately five million acres of waterfowl habitat.

When he returned to Iowa, he turned his attention to organizing a national consortium of conservation organizations to fight well-organized pressure groups in Washington with no interest in conservation. That national consortium became the National Wildlife Federation – the largest organization of its kind.

For the rest of his life Darling continued to dedicate himself to conservation efforts. In his words, "I'm learning one thing the hard way, and that is that you have to re-educate the public mind every fifteen or twenty years or it forgets everything learned a while back."

If you have never read *A Sand County Almanac*, you must. Read it for its conservation philosophy and ethics, but also for the sheer beauty of its prose. The author, Aldo Leopold was born in Burlington, Iowa in 1887. He held a master's degree from the first graduate school of forestry at Yale. He joined the U.S. Forest Service after graduation in 1909, was supervisor of the million-acre Carson National



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Forest by 1912, and in 1924 moved to Wisconsin to be the Associate Director of the U.S Forest Products Laboratory in Madison. In 1933 he was appointed to the newly created chair in Game Management at UW Madison. He held that position until his death in 1948.

In 1935 he purchased a 120-acre sand farm on the Wisconsin River. Experiences here would form the basis for the first section of his book that he refers to as "the shack sketches". In his words, "There are some who can live without wild things, and some who cannot... We of the minority see a law of diminishing returns in progress; our opponents do not."

Part II is "Sketches Here and There". What a simple title hiding such profound thoughts and feelings about mistakes and misunderstandings in personal actions,

public actions, and policy decisions. Although demonstrating regret and anger over things done and not done, the section also offers the hope that because change is constant human behavior can change and change for the better.

Part III "The Upshot" contains four essays addressing the political, cultural, social, and educational issues where Leopold calls for nothing less than a fundamental reform to our relationship with the land. "Conservation is getting nowhere because it is incompatible with our Abrahamic concept of land. We abuse land because we regard it as a commodity belonging to us. When we see land as a community to which we belong, we may begin to use it with love and respect."

Although closed to the public at present due to COVID-19, the shack and farm are normally open from June through Labor Day offering several tour options. The Leopold Center is open year-round. It is located about 15 minutes northeast of Baraboo, WI. For more information visit their site at aldoleopold.org.



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pring 2020

Introduction:

fish were collected during the survey, with an overall catch per unit effort (CPUE) of total of 456 4.18 fish / minute. The bluegill collection was substantially lower than normal, and Daytime DC Electrofishing was conducted in various areas around the lake on June volunteers again during this survey to collect fish the electrofishing boat may have electrofishing. A follow boat and assistance was provided by Apple Canyon Lake samples. A total of eight species were observed during this survey. The majority is likely due to the timing (later) of the survey this year compared to previous were sport fish, but we did collect two common carp. Desirable sport fish missed, or that came to the surface after the sample boat had passed. A 9, 2020. Five electrofishing runs were conducted with 109 minutes of comprised over 99% of the catch.

Water clarity was 5' 2" the day of the survey. Water temperature was at 75°F and air temperature was at 71.6°F. Water temperature was substantially warmer in 2020 than our previous survey in 2019 at 62°F. Consistent with past surveys, data analysis for CPUE per species, total catch per unit information on length to weight relationships to better understand if your game fish weight (Wr) were analyzed. These metrics provide information on the gamefish relative understanding of the size structure of game species within the lake and provide population density and potential trends in the fishery. They also provide an are relatively fat, or relatively thin. Potential changes in the predator / prey ics. relationships and available forage can be interpreted through these metri effort, proportional stock density (PSD) on important game species, and

Summary of Fisheries Data:

range for Wr. Previously, this size class has continued to improve from 87 in spring Overall bass relative weights continue to maintain within our objective range at 97. This could 2017, to 93 in spring 2018, and up to 96 spring 2019. The population distribution be due to the timing of the survey, and will need to be re-evaluated this fall and spring 2021. Nearly ½ of the bass over 15" collected were under our objective There was a substantial drop in Wr for bass over 15" spring 2020 to 89. continues to show a shift towards larger bass.

The relative stock density of bass collected over 14" has continued to increase from in relation maintained at 10 spring 2018, increased to 22 in the spring 2019 and now up to 28and is at to all bass over 8". The RSD 15 also increased from 6 to 10 from 2016 to 2017, $10~(2016~{
m spring})$ to $21~({
m spring}~2017)$, $31~({
m spring}~2018)$, $50~({
m spring}~2019)$ 58 spring 2020. This would indicate a larger proportion of bass over 14"

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in 2020. Age and growth studies would be beneficial to understanding the growth have indicated higher angler satisfaction for bass fishing. The lower Wr should be monitored fall 2020 and spring 2021 to determine if future creel limit changes are of these bass. In all, the bass size is increasing and angler and tournament reports

Bluegill CPUE was under our objective range at 1.01 fish per minute this spring, and bluegill was good again in spring 2020 at 52. This is at the upper range for our PSD could be attributed to the sample timing. We will work to conduct our spring 2021 (20 to 60). Bluegill RSD for 7" plus was high at 41 (up from 23 in spring 2019) and the RSD 8" was at 28 (up from 10 in 2019). This indicates good representation of some larger bluegill in the survey. Bluegill over 8" in length represented over 17% fish. Bluegill ranged from 1.8" to 9.1" and had excellent relative weights again in in coordination with the bluegill spawn to get better representation of the larger 2020 averaging at 106. This would indicate fat, healthy bluegill. The PSD for of the entire bluegill collection.

Largemouth Bass:

The 2020 spring bass catch per unit effort was above our objective range at 2.83 fish bass in the under 13" size range in an attempt to allow stunting bass to jump to the next level and continue growth, and this management strategy has been extremely limited harvested of the larger bass. The fall survey should provide better insight. effective for Apple Canyon Lake. These efforts are working and the population is represented by the larger size classes. This is the first time we've had low Wr for subsequent surveys show similar trends in reduced Wr, we will need to consider per minute. For the past few years we've been working on removing biomass of shifting to a more balanced fishery with a larger percentage of the population the larger bass averages, but this could be due to the timing of the survey. If Based on angler reports and tournaments, the bass fishery is showing great improvement through this management program. The larger size class (over 15") is showing a substantial decrease in relative weights weight of 88, which is down from 96 in 2019, 93 spring 2018, and more consistent with spring 2017 at 87. At this time, it is possible the weights were low due to the for this survey. Bass over 15" in length in this sample had an average relative timing of the survey, and the fall survey will provide more info.

for all largemouth bass being maintained in the 90's and the average this spring was With the improvement in population structure, we are also observing average Wr

Again in 2019 we utilized the PSD or 'proportional stock density' metric to analyze the size structure of the bass population. This is a comparison of the stock (>8") to

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quality (>12") size bass in the sample. The objective range for largemouth bass PSD is 40-70. The PSD has consistently improved during spring sampling seasons (33 in 2014, 40 in 2015, and 42 in spring of 2016, 62 in 2017, and 67 in spring 2018, 84 in adjustments may need to be made to balance the population. Average largemouth objective range. The RSD14 for largemouth bass increased from 10 spring 2016 to range of 10 to 20. We will continue to monitor PSD and RSD trends and creel limit 2019, and 75 for spring 2020). The past two spring surveys have been above our 21 in 2017, 31 in spring 2018, 50 in 2019, and now at 58 in 2020. Our objective length in the survey was at 12.5" and bass were collected from 3.2" to 17".

The overall CPUE for bluegill was low this spring with 1.01 fish per minute collected. normal. Bluegill ranged from 1.8" overwintered bluegill to 9.1" older bluegills. The This is below our objective range of 2 to 4.5 fish per minute. It is possible that the years because our water temperatures (75°F) and timing (June 9th) was later than bluegills were not in the shallows during the 2020 survey compared to previous average was at 4.8".

within our objectives, indicating good representation of bluegill over the 6" range Consistent with previous spring surveys, the bluegill condition was good with Wr ranging from 70-130 and averaging 106. This is at the upper end of our objective range of 90 to 110. The proportional stock density was good this year at 52 and (20 to 60). Along with the good PSD, the RSD for 8" fish was very high at 28. Seventeen percent (17%) of the entire bluegill collection was 8" and larger this

to miss the smaller classes. I expect we'll observe some of these smaller year classes We collected ten (10) black crappie in the spring 2020 survey. Crappie ranged from 86-117), but lower than they have been in previous spring samples (102 in spring 2016, 104 in spring 2017, 105 in spring 2018, and 102 in spring 2019). The smaller size range for crappie were not observed this season, but it is not uncommon for us 7.8" to 13" with an average size at 11.4". Relative weights were good at 94 (range

As discussed in previous reports, a lower collection of crappie electrofishing is not a Canyon Lake would indicate the crappie populations is improving and multiple year electrofishing due to their habitat preferences (deeper water outside the range of the sampling gear). However, the collections we continue to observe at Apple good indicator of a crappie fishery. Generally, crappie are less susceptible to classes are present

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averaged 16.9". The walleye Wr were at 92 and within our objective range of 90 to numbers survey with double digit collections of walleyes. This would indicate the fishery is 110 for the first spring sampling time since 2016. The Wr ranged from 82 to 103. spring doing very well at Apple Canyon Lake. Walleye ranged from 10.2" to 21.3" and We collected 10 walleyes during the spring survey, and this is the second We will continue to monitor the walleye condition and adjust the harvest and sizes if needed. The CPUE for walleye was at 0.09 fish per minute.

y these are We collected 9 smallmouth bass this spring, and this is our highest spring collection weights were good ranging from 73-110 and averaging 97, which is consistent with 2019 spring. This is the second consecutive year we've collected smallmouth bass stocked fish, but we will continue to monitor for natural recruitment. The relative ing over to date. They ranged from 5.8" to nearly 9.2" and averaged 7.7". It is likel during the spring survey, and likely indicates the fall stockings are survivi winter and a population of smallmouth bass is being established.

Northern Pike:

No northern pike were collected this spring.

Recommendations:

for fish to grow and feed, it also improves the fishing opportunities at Apple Canyon. production and installation of structures annually. This not only improves the cover work with us on an annual approval basis. Volunteers should work to organize the I have not been consulted on the structure installations the past few years but habitat throughout the lake. Previously, the board agreed to allow volunteers to As always, Apple Canyon Lake should continue their efforts to place quality fish will assist when requested.

Size and creel limits:

As stated in the previous survey, considerations could be made to increase the daily to 16" as these stocked year classes grow. Current regulations still reflect an 18" minimum limit to 6 fish for channel catfish, and reduce the size limit for the walleye on walleye and a 3 fish limit on catfish.

limits will change as the trends indicate but currently we are seeing improvements largemouth bass size and creel limits should remain at the current 5 per day under 13" in length, and one over 24" for the opportunity for a trophy. I anticipate these We will continue to monitor the largemouth bass population but at this time, the in the bass population distribution towards better representation of larger bass.

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Table 1. Catch Per IInit Effort (CPIIE) hy snecie

Please continue to send tournament results to me as well to help monitor the fishing

Stocking is always subjective to budgetary constraints, and all recommendations

may not be able to be met. Stocking recommendations should always be re-

evaluated based on subsequent fish population sampling.

		,									
Species:	Number:					Fish / Minute	inute				Obj. (fish/min)
	20s	19s	18s	17s	16s	20s	19s	18s	17s	16s	
Largemouth Bass:	309	320	240	276	183	2.83	2.92	1.85	1.97	1.59	1.0-2.5
Smallmouth Bass:	6	7	:	:	;	0.08	90.0	1	;	1	:
Bluegill:	110	317	204	345	251	1.01	2.64	1.57	3.13	2.18	2.0-4.5
Black Crappie:	10	40	1	9	2	0.09	0.33	0.01	0.05	0.04	0.2-0.8
Walleye:	10	12	Ŋ	4	_	0.09	0.1	4	0.03	0.01	
Carp:	7	1	1	1	:	0.05	1	1	1	1	:
Green Sunfish:	:	17	15	27	10	:	0.14	0.12	0.22	60.0	:
Channel Catfish:	5	:	11	:	:	0.05	}	80.0	1	1	Below 0.25
Northern Pike:	:	2	:	1	:	:	0.02	1	1	1	:
Flathead Catfish:	1	:	:	:	:	0.01	:	1		-	
Total CPUE	456	745	476	658	450	4.18	6.21		7.63 5.40 3.91	3.91	e.00 plus

Table 2: Proportic	onal Stock	ional Stock Density (PSD)	(DS					
Species:	50 s	19s Č	, 18s	17s	16s	15s	14s	Objective
Largemouth Bass:	75	84	29	62	42	40	33	40-70
Bluegill:	25	38	38	∞	20	69	31	20-60
Black Crappie:	90	100	100	20	100	100	29	30-60
Walleye:	20	92	100	100	100		100	30-60

Table 5. Itelative vv	V CIBILL (
Species:	Wr (Av	[a				Range:					Objective
	20s	19s	19s 18s 17s 16s	17s	16s	20s	19s	18s 1	7.5	16s	
Largemouth Bass:	97	66	86	26 86	86	73-124	81-124	73-124 81-124 76-145 73-122 71-118	73-122	71-118	90-110
Bluegill:	106	110	106	106 105	112	70-130		70-40 80-129 80-128 76-134	80-128	76-134	90-110
Black Crappie:	94	102	102 105 104	104	102	86-117	95-115		105 93-112 92-116	92-116	90-110
Walleye:	95	8	82	82 89	93	82-103	81-95		85-95	93	90-110
Smallmouth Bass:	26	46	;	;	:	73-110	81-109	:	-	:	90-110
Northern Pike:	:	75	;	;	:	:	74-76	;	;	:	90-110
Channel Catfish:	128	:	;	;	:	123-135	:	:	:	:	90-110

allow remaining walleye to have better growth and condition. With these

reduce the size limit to harvest walleye to 16" and larger. Current

published limits still show 18" on the limits.

stocking rates, creel limit recommendations have been made t<u>o</u>

stocking. Please note that allowing some harvest of these walleye (see

creel limit changes above) will improve angler satisfaction as well as

relative weights on the walleye we may consider reducing the walleye

opportunities for walleye continue. These should be stocked in the fall of

If walleye are a desired species for the anglers, stocking can be done

either annually or every other year. This would ensure fishing

the year at 6"-8" in size. Stocking densities should be NO MORE than 10

per acre (approximately 4,000). If the trends continue with lower

20s 19s 18s 17s 16s 3.2".17" 2.7".18" 3".18" 3".17.9" 4".184" 1.8".9.1" 1.7".9.4" 1.7".10.1" 13".9.1" 1".9.7" 7.8".13" 2.4".11.4" 9.25" 7.1".12.4" 7".12.4" 0.2".21.3" 10.6".22.6" 18.7".20.7" 18.5".21.3" 17.5" 1.19".24.2" 3.2".6.5" 2.6".7,1" 2.4".6.9" 2.8".5.4" 13".16.2"			20s 19s " 12.5" 12.9" 7.7" 5.3" 4.8" 5.2" " 11.4" 4.1" 16.9" 19.3 23.1" 23.6" 4.3"	20s 19s 18s 11.4° 11.7° 1.8° 1.8° 1.2° 1.1.4° 1.1.4° 1.1.4° 4.1° 9.3° 1.6° 1.9° 1.9° 1.9° 1.9° 1.0° 1.0° 1.0° 1.0° 1.0° 1.0° 1.0° 1.0
	20s 12.5." 7.7." 4.8" 11.4" 16.9" 23.1" 24.6"	20s 19s 12.5" 12.9" 7.7" 5.3" 4.8" 5.2" 11.4" 4.1" 11.69" 19.3 23.1" 4.3" 24.6" 4.3"	198 12.9" 5.3" 5.2" 4.1" 19.3 	198" 12.9" 5.3" 5.2" 4.1" 19.3 4.3"

allowing harvest of catfish at 6 fish per day is acceptable. This limit is

currently still 3 on the website.

catfish, the better their stock survival. Please note that a MINIMUM of 8"

consumed by other sport species as prey. Stocking densities of 10 fish

stocking size is required. Fish smaller than 8" are more likely to be

per acre (approximately 4,000 fish) is a good guideline. Catfish are

relatively fast-growing fish, and with the stocking program in place

other year, stocking can be done at an 8"-10" size range. The larger the

If channel catfish are desired by the membership, an annual, or every

7

If budgetary constraints are a problem, stocking every other year may be an option,

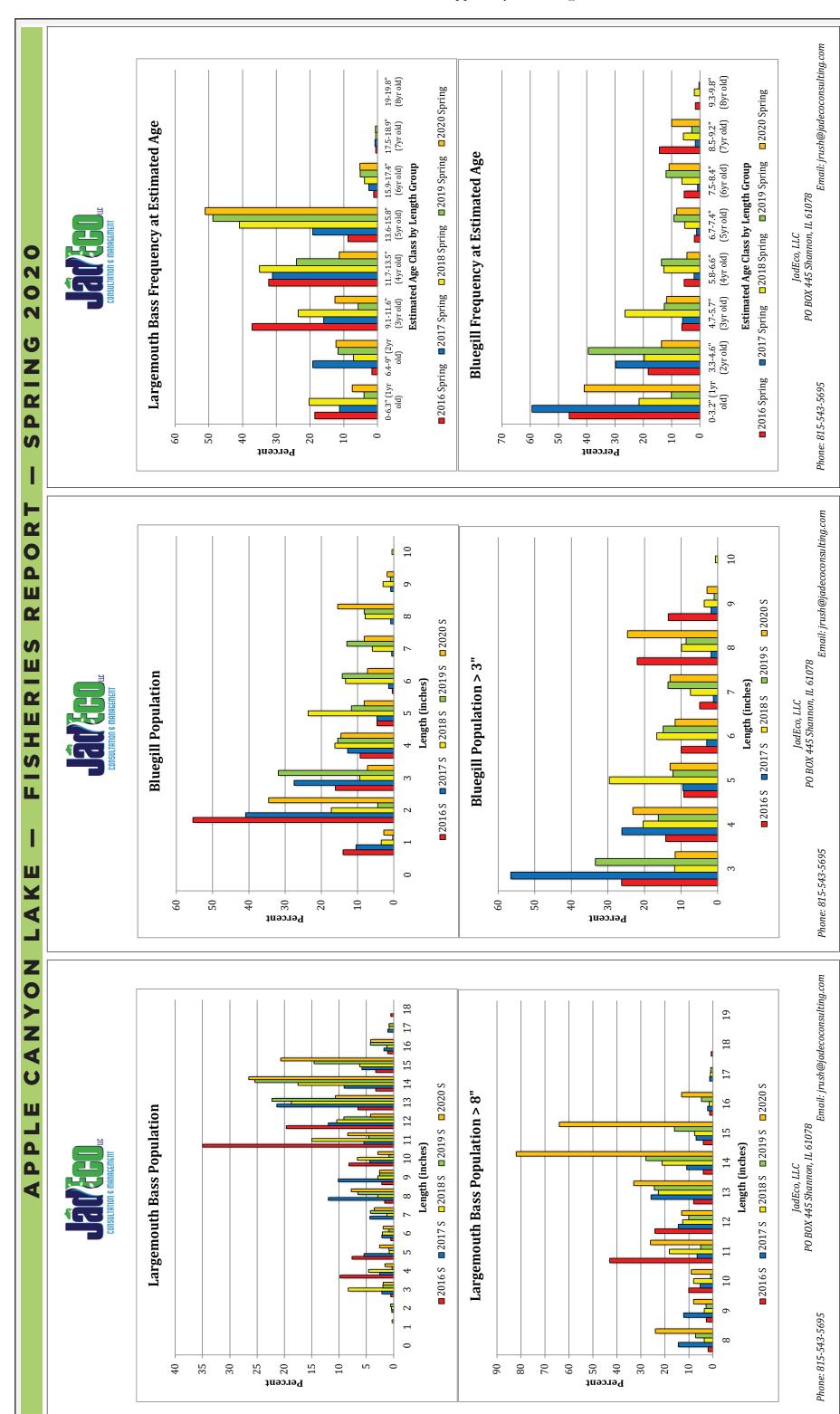
keeping in mind limited year-class strength and size gaps in the fish that may be

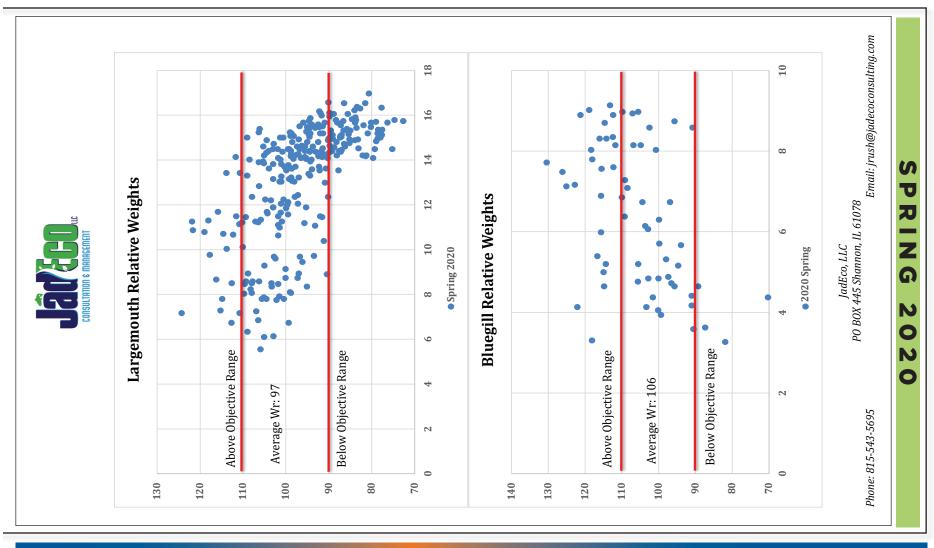
observed by fisherman and their creel.

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Fall 2020

Introduction:

We have been collecting data on the fishery for the past five fall seasons. This is a report on the current condition of the fishery as well as a comparison between previous fall sampling that has occurred. Daytime DC Electrofishing was conducted for a total of 115 minutes in various areas around the lake on October 27, 2020. Water clarity readings were 5 feet the day of the survey, and water temperature was at 48.7°F and the air temperature was at

observed during this survey. Six species comprised valuable sport fish, consisting of Apple Canyon volunteers provided a follow boat to collect fish that may have floated walleye, while the remaining were green sunfish, white suckers, golden shiners and survey, with an overall CPUE effort of 10.77 fish / minute. Ten species of fish were sunfish being collected as undesirable. Six white suckers, two golden shiners, and up behind the electrofishing boat. A total of 1,238 fish were collected during the silversides. Over 99% of the collection was desirable species with only 5 green two silversides represented non-game fish, and aren't considered undesirable. largemouth and smallmouth bass, bluegill, black crappie, channel catfish and

lake and provide information on length to weight relationships to better understand They also provide an understanding of the size structure of game species within the predator / prey relationships and available forage can be interpreted through these information on the gamefish population density and potential trends in the fishery. species, total catch per unit effort, proportional stock density (PSD) on important per vide if your game fish are relatively fat, or relatively thin. Potential changes in the Consistent with past surveys, data analysis for catch per unit effort (CPUE) game species, and relative weight (Wr) were analyzed. These metrics prov

Summary of Fisheries Data:

102. This past spring survey was low, but we attributed that it could be due to the fishing, and tournament results. Relative weights for the bass are still excellent at continued, and anglers are witnessing this change with improvements in the bass late timing of our survey. These fall weights show a marked improvement in the Overall, the fishery continues to maintain an abundant population of largemouth increasing average size. Our largest bass, to date, was collected this fall at 19.2". The shift in bass sizes from the 11" to 13" range to the 14" to 16" plus range has condition of the bass since spring. Apple Canyon Lake has always had a high bass. Bass continue to show high densities, excellent relative weights, and

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collection of bass with our catch per unit effort electrofishing normally exceeding our objective range. However, even with the very dense fishery, we continue to maintain good relative weights and the population size average continues to improve.

present at all in this survey. As discussed in the spring survey, we will work to time bluegill that were absent in the 2020 surveys. Of the bluegill collected, relative our spring survey with the bluegill spawn to get representation of these larger Bluegill relative weights were down this fall, and the larger bluegill were not weights were lower than the past two fall surveys at 93.

0.86 fish per minute. Sizes ranged from 2.1" to 7.9" (average 4.5") and represented We collected 99 black crappie this fall, which is a very high collection with CPUE of increase in average size, would indicate a good classes of young crappie growing multiple year classes of crappie. The high collection of smaller crappie, and the and recruiting into the fishery. We collected 5 smallmouth bass and 25 walleye this fall. The smallmouth bass sizes ranged from 6.1" to 10" and walleye were 15.7" to 23.5". This is a high collection for walleye during daytime electrofishing, and is an indicator the walleye fishery is continuing to strengthen.

Largemouth Bass:

numbers of 13" to 16.9" bass. Even with the high collection of bass, relative weights are still up with an average at 102 and a range from 75 to 137. These are excellent, and represent a population that is likely having decent growth rates. This can only Consistent with previous reports, the fall 2020 survey had a very high collection rate for largemouth bass at over 4 fish per minute. This is attributed to high be verified through an age and growth study.

Due to the management efforts to reduce largemouth bass biomass at the smaller to midrange sizes, the bass population has been consistently shifting towards a higher percentage of larger bass being represented. These shifts are allowing better growth with the observed increases in relative weights. The population is shifting anticipate better representation in the larger size classes as this class continues to over 19" this fall and our biggest bass collected, to date, was in fall 2020. We can from the 11" to 13" bass to the 14" to 16" range, and larger. Bass were collected grow. Close monitoring of this distribution is needed to ensure we don't over populate the larger sizes and restrict growth for trophy bass. As with previous surveys, we utilized the PSD or 'proportional stock density' metric to analyze the size structure of the bass population. This is a comparison of the stock (>8") to quality (>12") size bass in the sample. The objective range for

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The objective range is 10 to 20. Once again, the higher RSD14 this year is due to the largemouth bass PSD is 40-70. The PSD was at 77 again in 2020, and above our objective range. RSD 14 was at 58 (2019 was at 59, 2018 at 38 and 2017 at 39) high collection of these 14" and larger fish. Average bass lengths were at 10.8" with a range from 2.4" young of the year to 19.2"

our collection equipment at the time of the survey. Recommendations were made to change harvest limits for bluegill over 8" to project the larger males to help regulate in the fall. Once again, bluegill collection rates for large bluegill were low. However, the overall CPUE was over 5 fish per minute (objective range 2-4.5 fish per minute). understand if they are actually missing from the population, or just out of range for surveys at Apple Canyon Lake, and lower collection rates for the larger size classes Generally, we have a high collection of bluegill over 6" in length during our spring We collected a total of 622 fish ranging from 1.7" to 6.1". Our large bluegill were the spawn, and improve the quality of the bluegill fishery at Apple Canyon Lake. completely absent from this fall survey. This needs to be closely monitored to

recommended limits of only 5 bluegills over 8" daily, we should see improvements The bluegill PSD was virtually nonexistent at 1 with few fish collected over the 6° range in comparison to all bluegill collected over 3". This is under our objective Bluegill average relative weight was within our objective range at 93 (range 80-118). This is down from last fall at 102, and the 2018 survey at 96. We will continue to monitor this fishery next spring. If anglers begin following the range of 20 to 40. The RSD7 for bluegill was at 0, and RSD 8 was at 0.

in the quality of bluegill fishing at Apple Canyon Lake.

range of 83 to 121. These are likely two separate year classes, and likely bass that averaged 7.3". Of those collected, we had very good relative weights at 106 and a Five (5) smallmouth bass were collected this fall ranging from 6.1" to 10" and were bought and stocked as opposed to natural recruitment Consistently we only see these small bass in our collections and no larger fish. More information on smallmouth catch by anglers and sizes would be beneficial to understand this fishery.

Black Crappie:
We observed another high collection of black crappies again this fall with 99 fish collected (46 collected fall 2019). Half of the crappie collected were under 4" in

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better their stock survival. Please note that a MINIMUM of 8" stocking size is required. Fish smaller than 8" are more likely to be consumed by other sport

species as prey. Stocking densities of 10 fish per acre (approximately 4,000

fish) is a good guideline. We are not seeing catfish in our surveys at this

If budgetary constraints are a problem, stocking every other year may be an option,

keeping in mind limited year-class strength and size gaps in the fish that may be

observed by fisherman and their creel.



reports, we can anticipate good angling for crappie now and with the upcoming year be good. Black crappie collected were between 2.1" and 7.9" in total length with an length. We've observed a few years of good spawning and the crappie fishery is on the upward swing. I would expectice fishing this winter and spring fishing to both average of 106, which is excellent. They ranged from 88 to 135. Based on angler average of 4.5". Relative weight for the crappie collected were good with an

surveys, and within our objective range (90 to 110). I anticipate the walleye fishery CPUE at anglers. ranged from 15.7" to 23.5" in length with an average of 19.6". Relative weights for the walleye were good at 97 and is the highest observed relative weight for fall 0.22 fish per minute. This is an excellent daytime collection for walleye. Sizes Iwenty-five (25) walleye were collected during the fall 2020 survey with a is improving at Apple Canyon Lake, and is becoming a desirable fishery for

Recommendations:

- size distribution as well as relative weights and adjust creel limits accordingly. walleye, catfish, and possibly larger size classes of bass and bluegill. Previous larger bass, and better relative weights. Continue to monitor the bass fishery - The largemouth bass fishery is continuing to improve with representation of Conduct night electrofishing surveys, when possible, in an attempt to collect night surveys did show better representation of some of these species.
- stunting). These larger bass need to be closely monitored and harvesting some bluegill removing the inner ear bone (otolith) for aging and evaluation of the growth studies consist of collecting a representative sample of the population and rings. By aging these fish, and evaluating the growth rings, we will better to better understand the growth rates for these species. Age and growth understand their growth and size at which they are stunting (if they are Last fall, we discussed conducting age and growth studies on bass and of them may be needed to allow for growth to trophy sizes.
 - Continue working to educate the membership on why we are changing the

should discuss how we move these projects forward. We have some programs for members. Volunteers should work to seek approval from the Association and to being placed, material, and quantity. If the volunteers aren't doing this now, we stopped. If volunteers are still placing structure, please let me know where it is Previously, the board agreed to allow volunteers to work with us on an annual approval basis. I have not been contacted in several years about placing fish structure in the lake so I'm not sure if these projects have continued, or have developing an 'adopt a structure' that would allow more participation by the

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organize the production and installation of structures annually if it is not occurring. have not been consulted or updated on the placement program in the past few

Continue to manage the aquatic plant community using both chemical application for non-native invasive plants as well as the harvester for native plants.

Size and creel limits:

are maintaining an 18" walleye with a two fish limit. The channel catfish limit is still limit for the walleye to 16" as these stocked year classes grow. Current creel limits As previously stated, with the stocking of walleye and catfish, considerations could currently 3 fish. If there are reasons these recommendations aren't being followed be made to increase the daily limit to 6 fish for channel catfish and reduce the size and there is concern for changing these limits, we can discuss it and determine an appropriate path forward for the community.

Maintain the current largemouth bass limits at 5 fish under 13" for one more season, Last fall, we thought the bass were beginning to slow their growth under 16", but 10% of the collection of bass over 8" was 16" to 16.9" fall 2020, and were also and then we can review again based on the trends provided next spring and fall. collected over 19". Currently, fall relative weights still indicate good growth.

(only 5 per day) bluegill over 8", we should see an improvement in overall bluegill As discussed at meetings at Apple Canyon Lake, if anglers begin harvesting fewer PSD. There has been discussion on an education of "only 8 over 8 inches"

Stocking is always subjective to budgetary constraints, and all recommendations may not be able to be met. Stocking recommendations should always be reevaluated based on subsequent fish population sampling.

- annual stocking is recommended. Walleye should be stocked in the fall of the (approximately 4,000). Future night electrofishing will provide more insight into walleye populations. Relative weights were our highest ever for walleye The walleye fishery is becoming a quality fishery and to maintain this fishery year at 6"-8" in size. Stocking densities should be no more than 10 per acre this fall. Stocking rates should be reduced if walleye size limits are not being reduced to 16". Stocking 5 fish per acre would help maintain the current fishery, but keep from making the walleye too abundant and competing against over predators for available forage. 1
- year, stocking can be done at an 8"-10" size range. The larger the catfish, the If channel catfish are desired by the membership, an annual, or every other 2)

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Largemouth Bass Population

25

Obj. (fish/min)

20

2.0-4.5 0.2-0.8 0.2-0.8

15

10

Percent

5

0

20-60 30-60 30-60 30-60



	I- C- C			,							
Species:	Number:					Fish / Minute	linute			•	Obj. (fi
	20f	19f	18f+	17f	16f	20f	19f	18f+ 17f	17f	16f	
Largemouth Bass:	471	265x	493	436	398	4.10	5.14x	2.17	2.81	3.1	1.0
Smallmouth Bass:	5	15	3	1	:	0.04	0.14	0.013	0.013 0.001	;	:
Bluegill:	622	176	735	279**	644*	5.41	1.6	3.53	2.23**	*69'9	
Black Crappie:	66	46	28	2	14	98.0	0.14	0.15	0.01	0.11	0.2
White Crappie:	:	1	1	1	:	1	1	1	0.001	1	Ĭ
Walleye:	25	10	20	7	11	0.22	0.0	0.01	0.05	60.0	:
Carp:	:	;	2	1	3	1	1	0.022	0.001	0.02	Belo
Green Sunfish:	S	18	28	1	38*	0.043	0.16	0.116	90.0	041*	
Channel Catfish:	1	;	1	1	7	0.0087	1	1	1	0.05	
Other:	10	3	12	::	:	0.087	0.19	0.19 0.115	:	:	
Total CPUE	1238	833	1321	728	1115	10.77	7.46	6.13	5.16	10.47	90.9
+ Both day and night samples	les										
** Collected during sample runs 1,2,& 3 only	runs 1,2,& 3 onl	À									
*Collected during sample runs 1 & 2 only	uns 1 & 2 only										
Under 7" sampled only first run. Very high number of bass under 7" fall 2019	run. Very high	number of bass	under 7" fall 2	019							

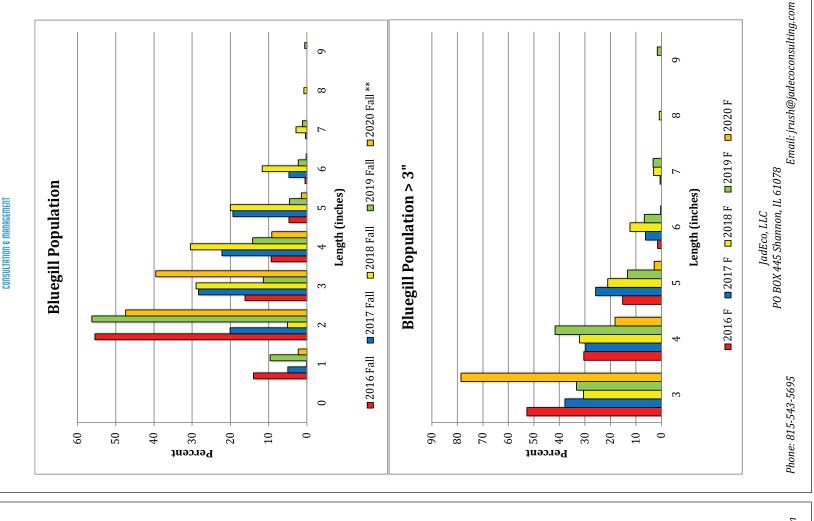
		(
Table 2: Proportional 5	Stock Densit	y (PSD)			
Species: 20f 19f	20f	19f	18f	17f	16f
Largemouth Bass:	22	77	71	83	61
Bluegill:	1	12	16	7	2
Black Crappie:	0	;	;	;	100
White Crappie:	:	!	:	;	:
Walleye:	100	100	88	100	91

Table 3: Relative Weight (Wr	Veight (W	/r)									
Species:	Wr (Ave	<u>ئ</u>				Range:					0
	20s	19f	18f	19f 18f 17f 16f	16f	20f	19f	18f	17f	16f	
Largemouth Bass:	102	103	66	46	46	75-137	78-146	78-146 82-121 75127 78-119	75127	78-119	
Bluegill:	93	102	96	102 96 93 89	88	80-118	73-135	82-131	64-114	63-118	
Black Crappie:	106	121	46	104	121 97 104 106	88-135	105-145	75-117	90-118	96-116	
Walleye:	97	96	93	82	95	88-110	85-107	88-110 85-107 81-102 73-104 80-104	73-104	80-104	
Smallmouth Bass:	106	113	:	:	;	93-121	97 - 102	93-121 97-102		-	

Table 4: Length Ranges by Species

Species:			Length:				¥	Average:	ö
	20f	195	18f	18f 17f 16f	16f	20£	20f 19f 18f	18f	
Largemouth Bass:	2.4"-19.2"	2"-17.5"	2.4"-17.1"	2"-17.5" 2.4"-17.1" 2.2"-19.1" 2.4"-18.5"	2.4"-18.5"	10.8"	10.8" 8.7" 9.6"	.9.6	ı
Smallmouth Bass:	6.1"-10"	4"-9.3"	5.7"-9.5"	4.4"	:	7.3"	7.3" 6.3" 7.7"	7.7"	
Bluegill:	1.7"-6.1"	1.2"-9.1"	1.9"-9"	1.3"-7.2"	1.3"-6.7"	3.2"	3.1"	3.1" 4.7"	
Black Crappie:	2.1"-7.9"	2.3"-6.5"	2.6"-4.4"	.6'99'9	3.5"-13.2"	4.5"	3.5"	3.4"	
Walleye:	15.7"-23.5"	15.8"-25.8"	15.8"-25.8" 5.9"-21.3"	8.1"-17.3"	15"-21.2"	19.6"	7 20" 11.8" 1	11.8"	
Carp:	:	:	:	:	:	:	:	:	
Green Sunfish:	3.5"-9.8"	3.6"-6.3"	2"-6.2"	2.2"-6.7"	1.1"-6.5"	, 9		7" 3.9"	
Channel Catfish:	27.6"	:	:	:	:	27.6"	:	:	
White Sucker:	18.9"-20.3"	18.9"-20.3" 18.1"-18.2"	:	:	:	19.4"	18.4"	18.4"	
Golden Shiner:	3.4"-7.3"	10.6"-22.6"	10.6"-22.6" 18.7"-20.7" 18.5"-21.3"	18.5"-21.3"	17.5"	5.3"	19.3	19.5" 1	
Silverside:	2.8"-3.2"	:	:	:	:	3,	:	;	
Bullhead:	:	10.8"	:	:	:	:	10.8"	10.8"	





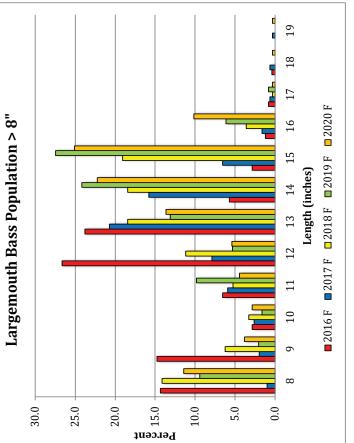
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□2018F ■2019F □2020F

■2016 F ■ 2017 F

Length (inches)





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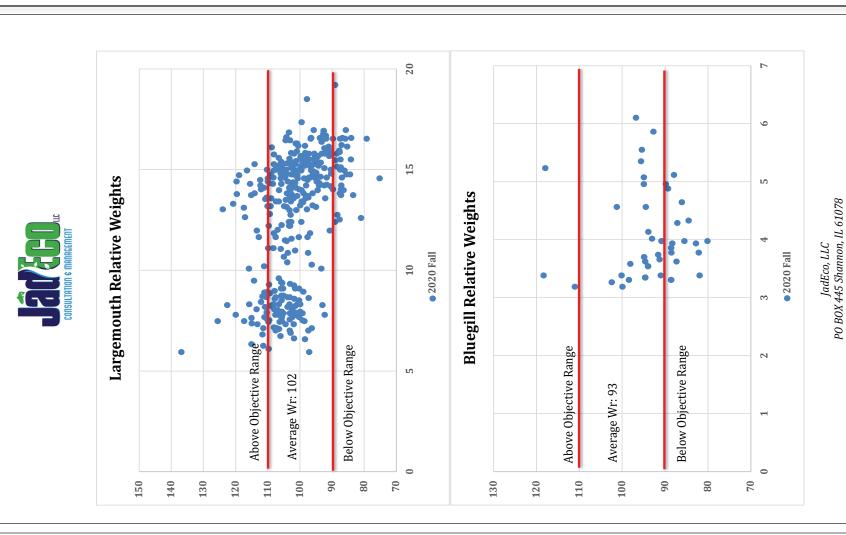
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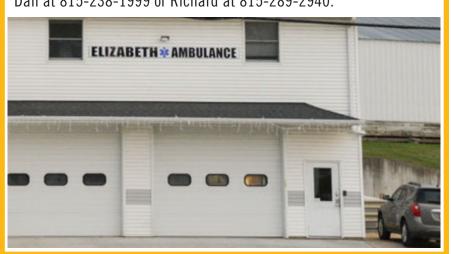
Email: jrush@jadecoconsulting.com 8.5-9.2" (7yr old) 19-19.8" (8yr old) Largemouth Bass Frequency at Estimated Age ■2017 Fall ■2018 Fall ■2019 Fall ■2020 Fall Estimated Age Class by Length Group ■ 2016 Fall ■ 2017 Fall □ 2018 Fall □ 2019 Fall □ 2020 Fall (6yr old) Bluegill Frequency at Estimated Age (6yr old) Estimated Age Class by Length Group 6.7-7.4" (5yr old) JadEco, LLC PO BOX 445 Shannon, IL 61078 11.7-13.5" 13.6-15.8" (4yr old) (4yr old) 3.3-4.6" 4.7-5.7" (2yr old) 9.1-11.6" (3yr old) ■2016 Fall 0-3.2" (1yr old) Phone: 815-543-5695 40 10 20 40 30 20 10 9 50 20 70 9 Percent Percent



ELIZABETH AMBULANCE SEEKS VOLUNTEERS

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.





RESCUE RANDY'S RULES REMINDERS

BY RESCUE RANDY

Rescue Randy wants to remind everyone about ice safety. Rescue Randy is no stranger to drowning and does not want the same to happen to you.

- Always check ice thickness before going out on the frozen
- A thickness of at least four inches is generally safe for walking.
- · Avoid dark colored spots or open water spots that may indicate thinner ice or breaks in the ice.
- Avoid any cracks or ridges in the ice.
- It is important to use the Buddy system and report to friends or family that you may be going out on the ice in case of an emergency.

• It is recommended you carry ice picks to help you get out of the water in the case of the ice breaking.

Understand that ice thickness can vary with temperatures, sunlight, moving water, and with snow accumulations. Prioritizing safety is key to preventing accidental drownings and staying warm and dry will help prevent hypothermia. Remember that non-licensed vehicles such as trucks or automobiles are not permitted on a frozen lake. Extreme caution should always be used while on the ice. Ice fishermen need to have their shelters clearly marked with 3" high letters indicating their ID numbers so they can be identified from land in the event of an emergency. Rescue Randy advises anyone to contact Safety and Security with any questions they may have about the rules or safety on the lake. Although, they are not able to tell you the ice thickness, they can answer other questions that you may have.

ICE TIPS

1. CHECK THICKNESS

Contact a local bait shop or sporting goods store to ask about ice conditions and then check once you get there. The rough guidelines for clear, new solid ice are:

- 2 inches Stay off
- 4 inches OK for ice fishing or other activities on foot
- Check the thickness of the ice every 100 to 150 feet.
- · Never take any vehicles, snowmobiles or ATVs onto the ice.

2. BE SURE IT'S SAFE

- · Avoid pressure ridges in the ice and large cracks that can emerge in a lake
- · Clear ice is stronger than white ice, which has frozen, thawed and refrozen and is not always stable
- · White ice can also be from air bubbles or frozen snow and is much weaker than clear ice. For white ice, double the recommended thickness.

3. REMEMBER

No matter your preparation and ice conditions, ice should never be considered 100 percent safe. Be prepared and cautious at all times.

4. BUDDY SYSTEM

Anglers should never fish alone. Always fish with someone else and be certain to let a friend know where you are going.

5. STAY WARM

To prevent hypothermia if an ice fishing accident does occur, pack an extra set of clothes and hot liquids.

PRACTICE ICE SAFETY



What else should I know?

Fluctuating water levels in reservoirs and wind impact ice conditions and can create dangerous ice conditions. Be aware of recent weather conditions and temperatures and scout out the lake you wish to fish for overflow, wet areas, and open water. With variable ice conditions across the state and rapidly changing conditions, anglers are urged to call their regional office to inquire about ice conditions.

Game and Fish discourages driving any motorized vehicle on a frozen lake as well as ice fishing on rivers and or other

moving water that has frozen over. Remember to wear a lifejacket or personal flotation device and carry ice safety picks. Ice cleats are also a good idea. Keep a throw rope handy in case someone falls in.

Anglers venturing on fishing trips this winter should also keep in mind the Fishing Regulations and the Special Winter Ice Fishing Provisions, available on the Game and Fish website at wgfd.wyo.gov, regional offices and Cheyenne Headquarters.

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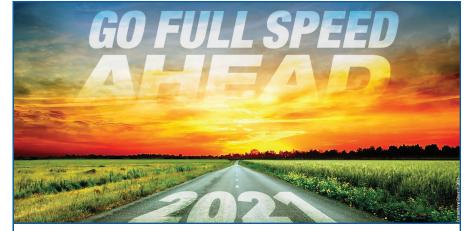
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Communion Available to ACL Homebound Holy Cross Catholic Church

in Stockton is offering to bring Holy Communion to those unable to attend Mass due to being homebound or disabled. If you or someone you know would like to receive Communion at their home, please see the contacts below. We are happy to help.

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



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APPLE CANYON LAKE GARDEN CLUB

By Cindy Finley, Therese Nelson, & Hannah Wiegel A Little Free Library is a free book exchange. Patrons take books, read them, share them with a friend, bring them back or drop them off at another Little Free Library.

The Garden Club of Apple Canyon Lake will be the project steward in efforts to promote literacy and a love of nature and books. A Little Free Library will be available for the Apple Canyon Lake community in May 2021. COVID-19 guidelines may impact the opening date. The Garden Club will create the box, register it with littlefreelibrary.org, manage the installation, raise funds for books, if necessary, and maintain the book-sharing box.

The Garden Club of ACL will place the library box at the southeast corner of the Gazebo Garden for the Little Free Library location. The library box would have dimensions of 17" x 22" x 14" on a 2-foot post. It will be painted with primary colors and have a garden theme. The cedar or composite box will have two shelves for book storage and a plexiglass door. The Garden Club of Apple Canyon Lake is seeking an Apple Canyon Lake resident or skilled volunteer to build and paint the Little Free Library box.

The project will be funded by various Garden Club of Apple Canyon Lake fundraisers and donations.



6 roses: Want to be yours forever
7 roses: You are my infatuation

9 roses: We will be together till eternity

10 roses: You are truly perfect

11 roses: You are the most important person in my life

12 roses: Be my only one

13 roses: I am your secret admirer

15 roses: I am so sorry, beg for your forgiveness

20 roses: I am really sincere
21 roses: I am committed to you
24 roses: You are always on my mind

33 Roses: Expressing love with deep affection.

36 Roses: I will always treasure our romantic moments.

40 Roses: My love for you is pure.

50 Roses: I will never regret my love for you.

99 Roses: I will love you till the last breath of my life.

100 Roses: We will remain a happy couple till the last day of our lives.

101 Roses: You are my only love.108 Roses: Let's get hitched.

365 Roses: You are in my thoughts 24X7.

999 Roses: Undying love.



Rose color meaning images obtained from: dgreetings.com

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Little Free Library inspiration examples are above and we expect creative minds to make the ACL Box unique and one of a kind. If you are interested in helping build the Little Free Library Box or in donating materials or books in excellent condition with nature-inspired themes such as gardening and science, please send an email to cincentury@gmail.com.







White Rose:

White rose has always symbolized purity and innocence. Associated with weddings, white rose is also associated with youthfulness, innocence and worthiness.



Red Rose:

Red rose has been associated with courage & respect. Red roses depict the passion of a person. As it symbolizes love, a bouquet of red rose is perfect for displaying your feelings to the others person.



Pink Rose:

Pink roses are an example of elegance. They are symbolize romance, elegance and happiness. Gifting pink roses is the perfect way to say thank you to the other person.



Coral Rose:

A coral rose is symbol of desire. It also represents the feelings of enthusiasm and happiness.



Yellow Rose:

A yellow rose is the perfect gift that you can present to your friends as it has always been a traditional symbol of friendship. It also symbolizes a caring attitude and joy.



Orange Rose:

Orange rose symbolizes the feelings of pride, enthusiasm, as well as desire.



Peach Rose:

Peach roses are elegant and symbolize modesty. The color peach also indicates the feelings of gratitude, appreciation and sincerity.



Lavender Rose:

Associated with love, this color symbolizes love at first sight. The color is also associated with royalty.

BOATER SAFETY

BY JULIE JANSSEN Safety & Security Manager

Life jackets are a very important piece of safety equipment needed in all boats in the State of Illinois. All vessels must have one U.S. Coast Guard approved wearable personal flotation device (PFD), sometimes called a lifejacket, for each person onboard or being towed. Illinois boater law states that any one on board while a vessel is moving 13 years of age or under must be in a lifejacket, this also includes infants. Take the time to



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Grime stoppers! Home & office cleaning services. Pam Koester 815-281-2334 or Paula Busch 815-291-3361.

Lifetime Freestyle XL stand-up paddle board for sale. Red. Good condition. 10 ft long, max load 220 lbs. \$175 obo. Call or text (630)750-9334.

Apple Canyon Lake condo, two bedrooms, dishwasher, w/d, views of Lake, close to pool, marina, restaurant, and club house. \$125,000. Contact Michael Deneen Sr. (773)617-0475.

For Sale Lot Winchester 4-51. Non buildable, no dock. \$1500 call (815)238-4377.

Online and Live Auction Service Shipping Association INC. Full household or consignments. Scales Mound, IL. (815)541-3408. IL #44102336

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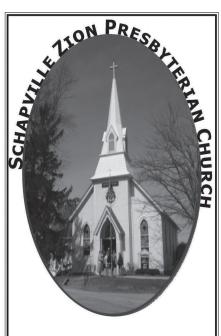
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LETTER TO THE EDITOR & POLICY

DODEN

Letter to the editor,

This year we gave Sand Prairie a lot of money to help get fiber around the Lake. Does anyone know what we got for our money. Some houses are not connected yet, we got free internet for some of our buildings but for how long? Last spring NICOR gas contacted our general manager to ask if we wanted natural gas service. He never pressed the issue with NICOR. A lot of prospective homeowners would like to have natural gas over fiber service but we did not get to chose.

Henry Doden 13A129

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











FREEPORT HONDA

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powersports.honda.com Honda SxSs are for drivers 16 years of age and older. Passengers must be able to grasp the grab bar with the seat belt on and both feet on the floor. For your safety, drive responsibly, read your owner's manual, wear a helmet and eye protection, always wear your seat belt, keep the side nets and doors closed and never drive after consuming drugs or alcohol. Talon¹¹ is a trademark of Honda Motor Co., Ltd. ©2019 American Honda Motor Co., Inc. (02/19)

COMMUNICATION CONNECTION

Phase 4 of Restore Illinois

TIM BROKL Communications & Recreation Manager

As 2021 begins, we are remaining positive and optimistic for a year of fun at Apple Canyon Lake. As we move into February,

Jo Daviess County has also moved into Phase 4 of Restore Illinois. This means we can now host events with up to 50 people once again. As long as we continue to do our part and follow the guidelines put in place, we should see more progress and less restrictions in the months ahead and see many of our favorite events returning this season.

Last year, as the COVID-19 pandemic began, it brought with it the cancelation of our $1^{\rm st}$ Annual Easter Egg Hunt. We are hopeful to host the Easter Egg Hunt this year on Sunday, March $28^{\rm th}$, off the Pro Shop Patio, and in the surrounding area. We are already looking ahead to how we can safely host this event and are planning for a back-up grab-and-go treat in the event the Egg Hunt gets canceled.

In April or May, we hope to host the Annual All-age Pinewood Derby. We are currently discussing possible dates and details on how to safely host this event, so that our racers can have a fun and safe day at the races. Please watch for updates on the

Easter Egg Hunt and the Pinewood Derby in the March *Apple Core*, the weekly *Apple Seed* eblast, and in the *ACL Weekly Update*.

Unfortunately, the Recreation Department and the Recreation Commission have decided to cancel the 2021 Smoke on the Water BBQ Cook-off. The Commission and Department had many concerns over this event. We hope to revive the Smoke on the Water BBQ Cook-off in the future.

In brighter news, the Annual Campground Commission Pancake Breakfast & the Garden Club's Annual Plant Sale are at this time planned to go on as scheduled! The department will be working with both the Campground Commission and the Garden Club to ensure safety remains our top priority when planning these events, which will include utilizing more of the beautiful outdoor space around the clubhouse.

I will close with announcing the big event of the year, the one that everyone is waiting anxiously to mark on their calendars, and that is the Annual Fireworks Show. This year, the Annual ACL Fireworks Show will not only be bigger than year's past, but the show will also take place on Saturday, July 3rd, the 4th of July Weekend!

We are excited for 2021 and can't wait to begin seeing everyone again in the spring, until then, stay safe and stay warm everyone.



SERVICE YOU CAN COUNT ON!!!



BY KIRSTEN HEIM

Communications & Recreation Administrative Assistant

On Saturday, January 16th, The Annual Sledding Party took place. In previous years, the Sledding Party was canceled due to a lack of snow, however, this year was an exception! Many anxious sledders took to the hill on hole #9 of the Pro Shop dressed head to toe in snow gear. The Sledding Party is a bit of a family affair, so it was nice to see kids of all ages participating, even those that go by 'Mom' or 'Dad' got into the spirt of sledding. During the Sledding Party, the Pro Shop whipped up some



The Anderson family enjoyed their time at the Annual Sledding Party.

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.





RECREATION RE-CAP

complimentary hot cocoa and cookies for everyone to enjoy. We thank those that were able to make it out for a fun day in the snow. At any time over the winter there is an accumulation of snow, we encourage our members to utilize the hill on hole #9 of the Pro Shop for all your sledding needs.

Parents/Chaperones, if you have any Sledding Party photos that you would like to share with me, I would love to post them to our social accounts (i.e., Instagram @ applecanyonlakepoa or Facebook @AppleCanyonLake) for all to see. Please email your photos to me - kirsten.heim@applecanyonlake.org, thank you!



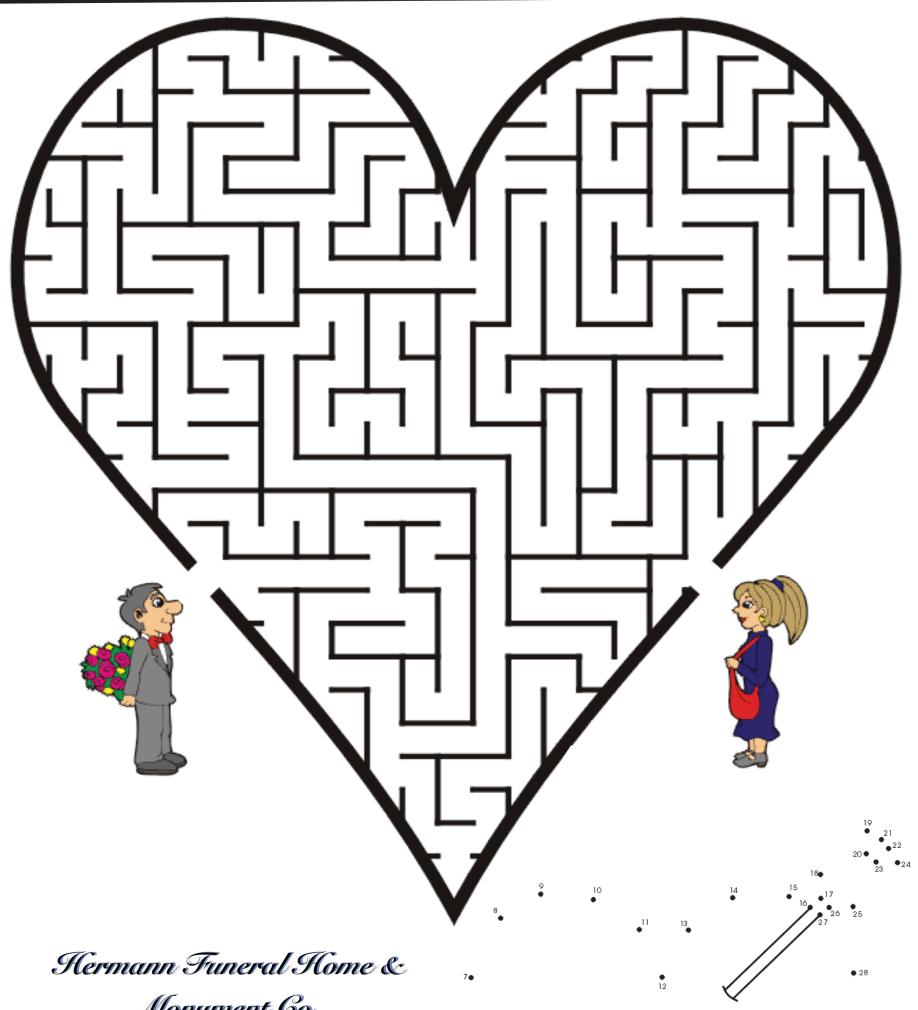








29



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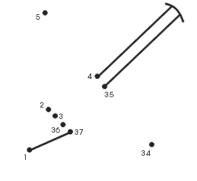
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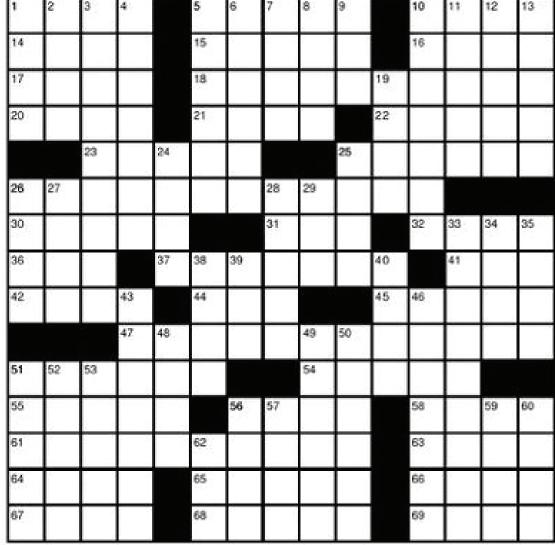


217 E Railroad | Lena

KIDS' ACTIVITY PAGE

ACROSS

- River hazard
- It aids commerce in Cancun, Kalamazoo, and Calgary
- Left 21 across or 8 down
- He's blue without his red or white
- Offering from Google or Yahoo
- 16. He may be blue because he's in the red
- 17. Golden rule word
- 18. Princess in plum?
- One might clean up at a Vegas hotel
- 21. Certain hand-outs
- 22. Coolpix camera maker
- 23. Fabric for a sundress
- 25. Creatures of clay
- 26. Share the stage with journalist Andrea?
- 30. See eye to eye
- Lord's Prayer start
- 32. Blown away
- Org. that sticks to its guns
- Auto dealer's option, and a hint to this puzzle's theme
- 41. Greeting for Caesar
- 42. Congers and morays, e.g.
- 44. Keats creation
- Novelist Joyce Carol
- 47. Caesar's boastful bon mot?
- 51. Like this clue
- 54. Pendragon of legend
- 55. Stock holding
- Word with back or off
- 58. Tach readings
- 61. San Fran sportscaster?
- 63. "Piggies"
- 64. Caesar's challenge
- One with grievances, perhaps
- 66. Classic Lotus model
- 67. Kind of waist
- 68. Strand in Rapunzel's rope
- 69. Oxford fellows



© 2009

DOWN

- 1. Like one leg of a triathlon
- 2. First of a famous sailing trio
- 3. Like AZT
- 4. "Well said!!"
- 5. Himalayan denizen
- 6. Worn magic item
- 7. McDonald's, e.g.
- 8. Certain hand-outs
- 9. Tide alternative
- Silverback, e.g.
- 11. No longer napping
- 12. Asp's output
- 13. Moran and Brockovich
- 19. Hydroxyl compound
- 24. "...until ____ a man with no feet."
- "It's Raining Men" singer Halliwell
- Heroine of a classic children's reader
- 27. Man-eater of myth

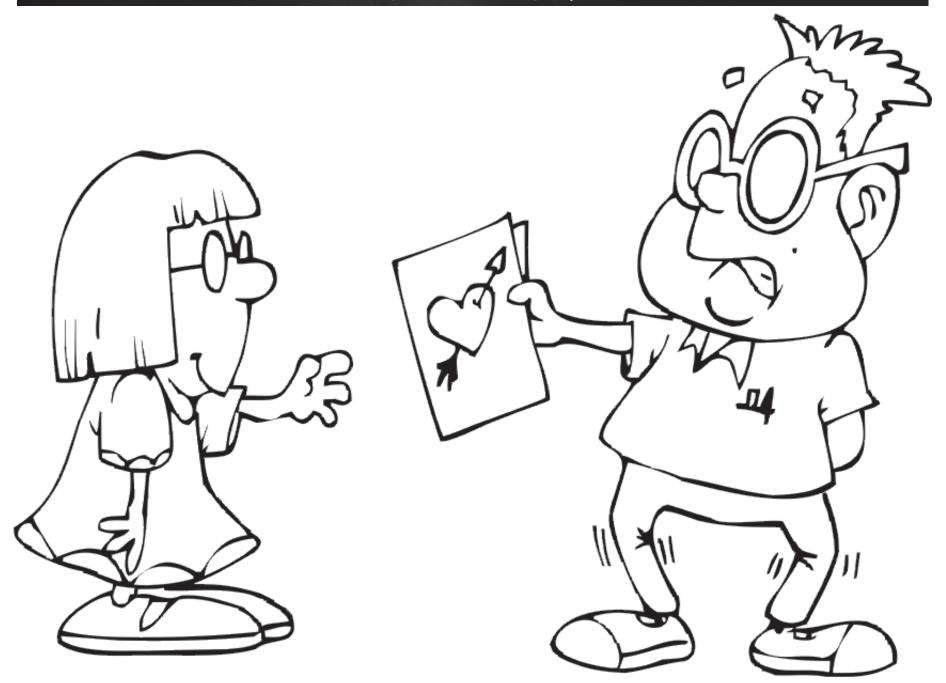
- Many a software engineer
- 29. Blue, red, or white
- 33. Sport with very wet horses?
- 34. What to get after an insult
- 35. He loved Lucy
- 38. Unchangeable storage
- **39.** Stir
- 40. A bagel and lox, perhaps
- 43. Buttress
- 46. Kept at bay
- 48. Mouse manipulator
- 49. You'll find many in a pound
- 50. Pronounces
- 51. How good was it?
- 52. Tony-winning Rivera
- 53. Dennis Miller specialty
- Evening on the Champs-Élysées
- 57. Land of the leprechauns
- 59. Like 27 down
- 60. Apr. 15 data
- 62. Wine container

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KIDS' ACTIVITY PAGE



VALENTINE'S DAY WORD SEARCH

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Red

Roses

Sweet

I Love You

Candy

Chocolate

February

Flowers

Friend

Cuddle

Hug

Kiss

Love

Hearts

Card

Love

Arrow









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1A84 Mustang Lane 3 Bedroom 2 Bath \$119,900



11A204 Spoon Ct. 2 Bedroom 3 Bath \$169,000



14A86 Anchor Ct. 3 Bedroom 2 Bath \$199,000



7A253 Tomahawk 3 Bedroom 2.5 Bath Lakefront \$524,900



14A86 Anchor Ct. 3 Bedroom 2 Bath Lakeview Home Located Above Marina



3A91 General Sherman 4 Bedroom 3 Bath Lakeview / Transferable Dock \$450,000

11 FAIRWAY



1A11 Silverhorn 3 Bedroom 4 Bath Lakefront \$425,000



9A160 Hawthorne Dr. 3 Bedroom 2 Bath Lakeview \$249,000



9A211 Hawthorne 4 Bedroom 3 Bath \$205,000

8 INDEPENDENCE

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\$2,000 \$1,500

\$14,900

\$249,000				
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2	HIDDEN SPRINGS	32	\$1,500	
		33	\$1,500	
3	GENERAL GRANT	32 & 33	\$2,500	
65	A/O \$12,000			
135	\$6,000	**7	** APACHE	
135	\$6,000	** 7 ³	** APACHE \$12,000	
135 ** 4 ⁹	. ,			
	. ,	13	\$12,000	
**4	** WINCHESTER	13 16	\$12,000 \$2,900	
** 4 ³	** WINCHESTER	13 16 73	\$12,000 \$2,900 \$12,000	

225	\$1,750	84	\$12,000
		177	\$7,000
9	HAWTHORNE	186	\$1,200
14 &15	\$4,500	199	\$1,200
59	\$5,500	225	\$4,000
235	A/O \$800	310	\$4,000
249	\$4,500		
		12	PRESIDENT
10 EAGLE		35	\$1,100
		36	\$1,100

35 & 36

96

\$1,200 \$4,000 \$4,000	** 13	\$7,400
	59	\$6,500
IDENT	80	A/O \$650
\$1,100		
\$1,100	**14**	CANYON CLUB
\$2,000 \$850	A/O Accepted Offer ^^ Transferable Boat Slip Available ** Owner holds a Real Estate License ## Dues Reduction Non-Buildable Lot	

195

240

243

259

LOTS FOR SALE

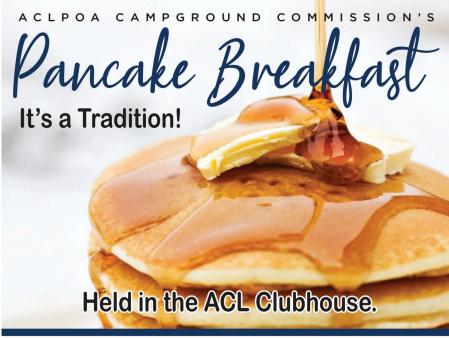
2 /2021



Sunday, March 28th | 10:30 am Meet at the ACL Pro Shop Ages 10 & under | Open to the Public

(Subject to cancelation in the event of bad weather.)





May 30, 8am-12pm



Apple Canyon Lake Property Owners' Foundation -May Day Auction-

Happy New Year! We are busy preparing for the 1st Annual ACL May Day Auction. The auction will be held each year to raise money to support Foundation projects.

This year's event will be held:

When: Saturday May 1, 2021 Where: ACL Clubhouse Time: 5:00pm Happy Hour, Silent Auction, Bucket Auction 6:00pm Live Auction

If you would like to donate items or make a cash donation they can be dropped off at

The Association Office or the ACL Pro Shop.

You may also contact any of the following Foundation members to arrange pickup.

Crystal Erdenberger - 608-642-0687 Steve Malone - 608-732-3606 Jody Ware - 815-541-9333 Don Ford - 563-349-7817 Ashlee Miller - 815-291-7245 Deb Vanderleest - 815-718-1390 Shaun Nordlie -815-492-2238

We are hoping to have items collected by April 24th.

Thank you very much for your support of the 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 Corporation 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.

"Like" the ACL MAY DAY AUCTION page on FACEBOOK for updates!

PLEASE USE THIS SECTION AS YOUR RECEIPT FOR YOUR TAX DEDUCTIBLE DONATION
Apple Canyon Lake Property Owners' Foundation
2021 May Day Auction

DATE: ______
ITEM DONATED: ______
VALUE:

The Apple Canyon Lake Property Owners' Foundation WHEN: Saturday, May 1, 2021 WHERE: **ACL Clubhouse** TIME: 5:00pm - Happy Hour, Silent Auction, Bucket Auction 6:00pm - Live Auction Jo<mark>in u</mark>s for a fun f<mark>illed evening to raise f</mark>unds PROCEEDS TO BE USED TOWARDS ACL that will support ACL Foundation projects! **FOUNDATION PROJECTS SUCH AS:** Silent, bucket, an<mark>d liv</mark>e auctions, 50/50 <mark>raffle,</mark> bonus games, all for a great cause! GARDEN CLUB "CHILDREN'S GARDEN" PLUS, IT'S A REALLY FUN TIME! BATHUM TRAIL PAVILLION MINI-GRANTS TO ACL ORGANIZATIONS Items and cash donations may be dropped off at: - ACL OFFICE - ACL PRO SHOP Or contact Aaron Erdenberger @ 608-642-1012 to arrange pickup. "Like" the ACL MAY DAY AUCTION page on **FACEBOOK** for updates!

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