

THE Apple Core

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Congratulations to our 2020 Distinguished Service Award Winners, Paula Wiener and Kim Rees!

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.

APPLE CANYON LAKE TOWN HALL

ACL Town Hall Meetings have concluded. Visit: applecanyonlake.org/townhall to get involved!
Read the proposed changes to the Declaration and Bylaws on pages 22-43.

meetings

OFFICIAL NOTICE OF ACLPOA BOARD OF DIRECTORS' ACTION(S)

BOARD ADOPTS PROPOSED 2021 BUDGETS, RELATED FEES, AND ASSESMENTS

Notice is hereby given to all owners, that the ACLPOA Board of Directors, on October 17th, 2020, voted to adopt the Association's 2021 Annual Operating Budget; the 2021 Renovations and Replacement (R&R) Budget; and to establish all fees to be charged during the 2021 year.

The specifics of the adopted 2021 Annual Operating Budget, R&R, and Fee Schedules are included in this issue of The Apple Core on pages 6 & 7.

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MESSAGE FROM THE GENERAL MANAGER

BY SHAUN NORDLIE

Are you the Voting Member of your lot? Do you know who the Voting Member is for your lot? Unlike the presidential election, not everyone at ACL has a vote, but similar to the presidential election, you must register (by letting the office know) who the Voting Member is for your lot. Each lot at ACL has one vote for Board of Director elections, special meetings and approval of the Bylaws and Declaration.

When you purchase your lot at Apple Canyon Lake, the office receives a copy of your deed from the county. If the owners are natural persons – not a trust, LLC, or Corporation, the first person listed on the deed is the Voting Member. This can be changed by submitted a form to the office requesting a change to the Voting Member. If you have your lot under a Legal Entity, (Trust, LLC, or Corporation) you must designate who the Voting Member is and until you do

this, you will not receive a ballot for voting. Designating the Voting Member for a Legal Entity is as easy as submitting a form to the office. Each year, the office contacts the Legal Entities that do not have a designated voter to remind them that they should do this so they are eligible to vote for the upcoming election of Board members or for the Bylaws and Declaration updates.

This January, when the Association sends out the annual assessment statements along with the paperwork for your toys, we will also have copies of the updated Bylaws and Declaration along with ballots for both documents. You will be asked to submit the ballots to the office, but the ballots must be filled out and signed by the Voting Member and only the Voting Member. If the Voting Member does not sign the ballots, they will not be considered valid. In order to pass the Declaration, we will need affirmative votes from 2/3 of all Voting Members, this means we need 1,830 yes votes. So, we need everyone to vote and when doing so, make sure the correct person is filling out the ballot.

If you are not sure who the Voting Member is for your lot, please contact the office, they are happy to help you. If you are a Legal Entity and have not designated a Voting Member yet, please call the office to request the proper paperwork.

If you receive your statement electronically, you will be sent your ballot electronically also, so you will be able to email back your ballots. For those that have not signed up to get your statements electronically, you will be sent a paper ballot, that must be mailed back or dropped off at the office. If you have not signed up for electronic delivery of notices you can still do so through the Association office, but please realize that this means you are signing up to conduct any Association business that can be done electronically.

Please know who the Voting Member is for your lot and spend time reviewing all the information available to you regarding the governing documents. This will assure that come January, you will be ready to have the proper person vote for the Bylaws and Declaration.



FROM THE PRESIDENT

BY BARB HENDREN

Thanksgiving is almost upon us, and I wish you and yours a very happy and safe holiday. In this season of gratitude, I would like to thank the members of the Legal Commission and our General Manager Shaun Nordlie for their time, expertise, and dedication in implementing changes to and presenting the proposed Amended and Restated Declaration and Bylaws to the Board of Directors and property owners. The Legal Commission has done an outstanding job of presenting information to the property owners via Town Hall Meetings (which were attended by owners in-person, via Zoom, and Facebook Live), Board of Directors presentations, articles in *The Apple Core*, and updates on our website. This is not to mention their tremendous effort over the last 5 years to get the proposed updates in the Declaration and Bylaws to align with CICAA (the Common Interest Community Association Act) and Illinois Not-For-Profit Corporation Act, as well as current building code changes at the county level, and generally to align with our other governing documents. Included in this thank you letter are past members of the Legal Commission, since this has been an ongoing project over the past 5 years, and the input of former members has played a significant part in the proposed documents.

In addition, during the presentation process that has taken place over the last month, I am impressed with how the Legal Commission has been so responsive to property owner concerns and questions. They have been meeting weekly to review owners' questions and comments, and called in our attorney advice in some cases, and have made changes to the documents based on owner concerns.

I would also like to thank the members of the Architectural and Environmental Control Committee and our Building Inspector, Joe Weiner, for their work on the revised Building Code, which comprises a significant part of the proposed changes to the Declaration. The changes to the Building Code were approved by the BOD in March of this year, primarily to align with Jo Daviess County building codes. Since there is a lot of language in the Declaration which refers to our Building Code, this was an exercise that required input from the AECC, Legal, and our attorneys in order to get them all in alignment.

Another key part of this effort in educating our property owners is our office staff and Communications Department. We are fortunate to have people in our Communications Department who are well versed in technology, so there have been many choices for people to choose from: attending Town Hall and BOD meetings in-person, via Zoom, or Facebook Live. Owner FAQ's and answers are posted on our website. The Legal Commission also had the entire set of proposed changes to the Declaration and Bylaws printed in the October issue of *The Apple Core*. My thanks to one and all of you involved in this effort in the office and Communications!

So, what's the next step? The Legal Commission plans to present the Amended and Restated Declaration of Covenants and Restrictions as well as the Amended and Restated Bylaws at the November Board meeting for a third reading. If approved by the BOD, the mailing for all 2,743 lots at Apple Canyon Lake will be included with our 2021 assessment package, and property owners will be able to cast their vote in early 2021.

UPCOMING LOCAL DELIVERY DATES
The Apple Core reaches local homes and is posted in its entirety at
www.applecanyonlake.org
on the following dates.
Dec 10 • Jan 14 • Feb 4



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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EMERGENCY FIRE, SHERIFF, AMBULANCE – 911

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Board of Directors – board@applecanyonlake.org
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 Maintenance & Building Dept – maintenance@applecanyonlake.org..... 815-492-2167
 FAX 815-492-1107
 Building Department – buildinginspector@applecanyonlake.org 815-492-0900
 Golf Course/Pro Shop – golf@applecanyonlake.org 815-492-2477
 Marina & Concession – marina@applecanyonlake.org 815-492-2182
 The Cove Restaurant – coveatacl@gmail.com 815-492-0277
 Pool Office – pool@applecanyonlake.org 815-492-0090
 Safety & Security Department (SSD) – security@applecanyonlake.org 815-492-2436
 K&S Service Center (Boats, Motors and Service) 815-492-2504

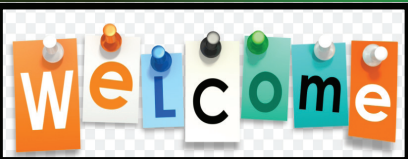
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Find us on Facebook at Apple Canyon Lake POA. Join the Facebook GROUP:
Apple Canyon Lake Property Owners Association

TOWNSHIP CONTACTS

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

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TO NEW ACL OWNERS

Frank & Patricia Baker

Justin & Noelle Yeager

Richard Gajnak

Douglas & Mary Ann Hoefler

Charles & Susan Izzo

Russell & Janine Piagentini

Michael & Arden Austin

Jason Zeitler

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Kevin & Jessica Venard

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AMENITY HOURS

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

NOVEMBER HOURS: Due to the COVID-19 Executive Order and stay at home requirements, hours of amenities and offices are changing frequently. Please consult the Apple Canyon Lake website or weekly eblasts for the most recent hours.

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.

2020 CALENDAR OF EVENTS

We are always in need of volunteers to assist with our activities.

If we cannot find enough volunteers for the following events, they may be canceled. Please call the Recreation Department at 815-492-2769 today to volunteer for any of these events!

REGULARLY SCHEDULED ACTIVITIES

- Morning Workout Mon. & Wed., 9:00 am
- Nimble Thimbles Sewing Club.....2nd Wed. monthly, 9:00 am
- Ladies Games..... Mon. & Fri. (Fridays tentative), 1:00 pm
- Book Club..... 1st Wed. monthly, 1:00 pm
- Potluck..... 3rd Tues. monthly, 5:30 pm

SPECIAL EVENTS - SUBJECT TO CHANGE

- DEC. 5..... Cocoa & Cookies w/Santa 5-6:30 pm
- DEC. 5..... Tree Lighting Ceremony 6:30 pm
- DEC. 8..... Jingle Bell Brunch 10 am
- DEC. 9..... Jingle Bell Brunch Snow Date TBA

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2020-2021 ACL Phone directories are now available for \$5.00 at the Association Office!

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APPLE CANYON LAKE PROPERTY OWNERS' FOUNDATION

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

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

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

HOW YOU CAN CONTRIBUTE

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

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

GENERAL CONTRIBUTIONS

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

PLANNED GIVING

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

TRIBUTE GIFT

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

MEMORIAL GIFT

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

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

The ACL Foundation is a 501(c)(3) organization; contributions are tax deductible. Contributions

to the Foundation can be made in many ways depending on your financial situation and after appropriate discussion with your tax consultant, accountant, or attorney.

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

Your generous gift will go towards:

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

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

APPLE CANYON LAKE PROPERTY OWNERS' FOUNDATION DONATION FORM

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

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

Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

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

This gift is made in ___ Honor of: ___ Memory of: _____

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

Name of Individual(s): _____

Name and address for notification card (if desired): _____

Total Amount Enclosed: \$ _____

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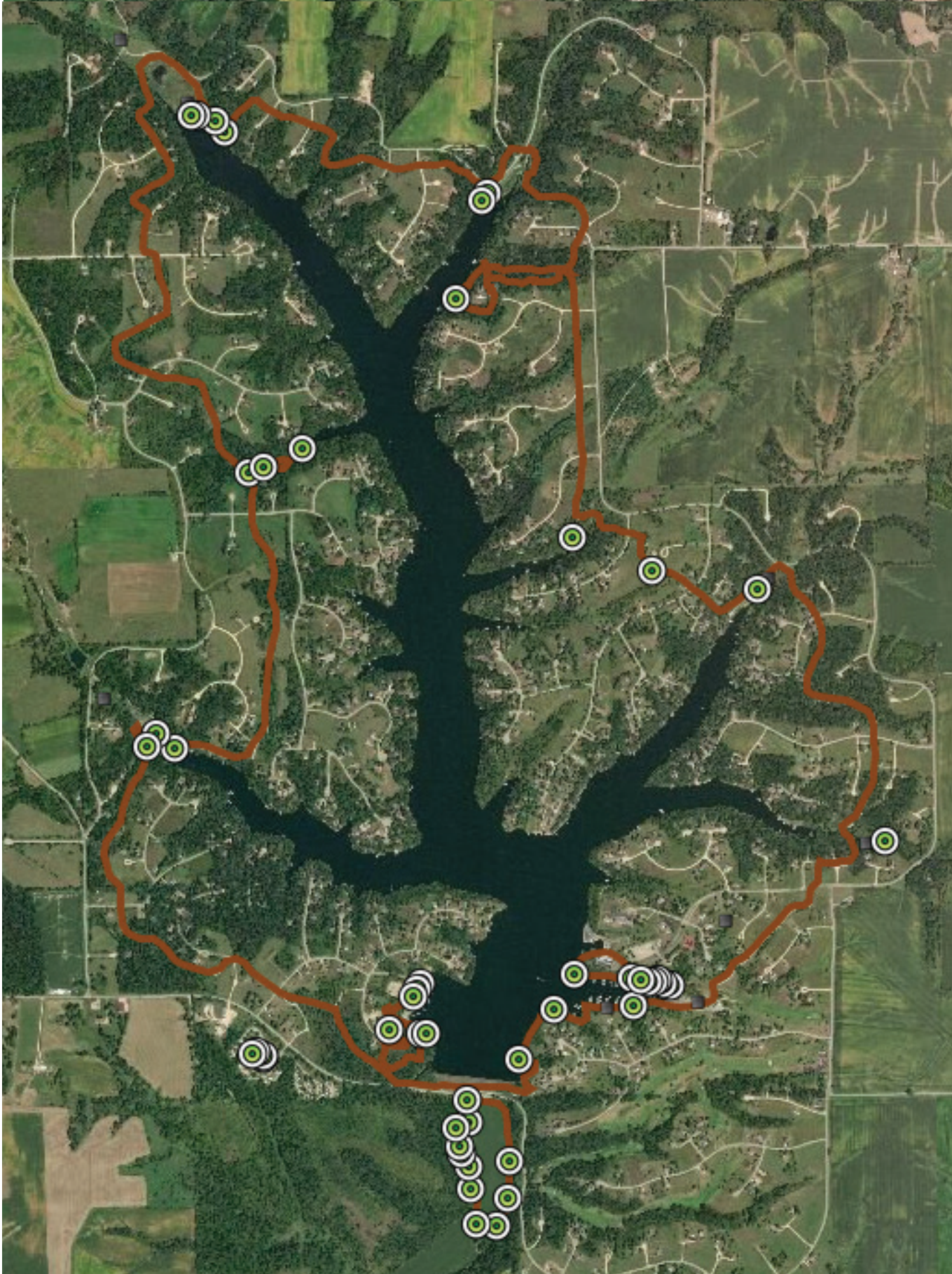
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The Bench Program is the New Fundraising Program at Apple Canyon Lake

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.

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2021 OPERATING BUDGET BOARD APPROVED 10-17-20

	2021 Budget	2020 Budget	2021 to 2019 +/-	2019 Prelim	2020 to 2018 +/-	2018 Audited	2017 Audited	2016 Audited	2015 Audited
Asset Preservation Funds						\$ -	\$ -	\$ -	\$ -
Membership Assessment - Operating	\$ 1,737,419.00	\$ 1,714,240	\$ 133,077	\$ 1,604,342	\$ 206,871	\$ 1,507,369	\$ 1,546,370	\$ 1,655,998	\$ 1,647,967
Membership Assessment - Capital Projects	\$ 682,356.00	\$ 608,000	\$ 459,858	\$ 222,498	\$ 398,099	\$ 209,901	\$ 222,000	\$ 222,122	\$ 220,493
Membership Assessment - R & R	\$ 535,000.00	\$ 559,000	\$ (265,208)	\$ 800,208	\$ (6,000)	\$ 565,000	\$ 511,500	\$ 402,221	\$ 407,270
Property Transfer Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Delinquent Dues Fee	\$ 21,500.00	\$ 19,450	\$ 200	\$ 21,300	\$ 2,700	\$ 16,750	\$ 22,375	\$ 19,500	\$ 25,075
Interest - Delinquent Dues	\$ 915.00	\$ 915	\$ (532)	\$ 1,447	\$ (85)	\$ 1,000	\$ 1,000	\$ 712	\$ 1,956
Foreclosure Fee Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Banking Income	\$ 9,750.00	\$ 9,550	\$ (16,174)	\$ 25,924	\$ (3,450)	\$ 13,000	\$ 10,000	\$ 19,943	\$ 2,109
Lease Rental Revenue	\$ 66,739.00	\$ 68,939	\$ (14,836)	\$ 81,575	\$ 42,000	\$ 26,939	\$ 29,039	\$ 23,596	\$ 27,134
ACL Seasonal Boat Slips/Campsites	\$ 204,675.00	\$ 204,945	\$ (555)	\$ 205,230	\$ (2,325)	\$ 207,270	\$ 205,505	\$ 208,035	\$ 201,395
Owner Amenity Registration Fee (OARF)	\$ 285,000.00	\$ 285,000	\$ 1,200	\$ 283,800	\$ -	\$ 285,000	\$ 285,000	\$ 287,300	\$ 285,400
Registration Fees	\$ 38,850.00	\$ 20,400	\$ 17,985	\$ 20,865	\$ 5,325	\$ 15,075	\$ 13,345	\$ 15,259	\$ 13,433
Counter Sales/Vending Income	\$ 2,185.00	\$ 1,710	\$ (1,650)	\$ 3,835	\$ (315)	\$ 2,025	\$ 3,050	\$ 2,518	\$ 2,049
Contribution Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment Plan Program Fees	\$ 8,175.00	\$ 7,625	\$ 420	\$ 7,755	\$ 1,625	\$ 6,000	\$ 5,650	\$ 6,200	\$ 4,795
Gain/Loss Equipment Disposal	\$ -	\$ -	\$ 39,786	\$ (39,786)	\$ -	\$ -	\$ -	\$ (9,341)	\$ 250
Bad Debt Recovery	\$ -	\$ -	\$ (8,598)	\$ 8,598	\$ -	\$ -	\$ -	\$ 20,411	\$ 650
Over Payments - Property Owners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31	\$ 485
Credit Card Convenience Fee	\$ 3,300.00	\$ 3,590	\$ (287)	\$ 3,587	\$ 590	\$ 3,000	\$ 3,000	\$ 2,565	\$ 3,213
Program Fees	\$ 11,500.00	\$ 11,500	\$ (1,050)	\$ 12,550	\$ 1,700	\$ 9,800	\$ 9,200	\$ 10,423	\$ 7,214
Advertising Income	\$ 128,480.00	\$ 128,480	\$ 2,093	\$ 126,387	\$ 14,300	\$ 114,180	\$ 116,580	\$ 110,196	\$ 94,968
Social Recreation Income	\$ 26,100.00	\$ 28,100	\$ 2,608	\$ 23,492	\$ 1,650	\$ 26,450	\$ 23,559	\$ 26,303	\$ 18,583
Clubhouse Rental	\$ 4,375.00	\$ 4,375	\$ 450	\$ 3,925	\$ (425)	\$ 4,800	\$ 4,125	\$ 4,500	\$ 3,075
Building Permits & Septic Programs	\$ 9,290.00	\$ 9,250	\$ (153)	\$ 9,443	\$ (9,200)	\$ 18,450	\$ 17,350	\$ 15,866	\$ 5,158
Trash & Recycling	\$ 124,238.34	\$ 74,500	\$ 48,418	\$ 75,820	\$ 200	\$ 74,300	\$ 73,040	\$ 73,065	\$ 72,490
Pool Parties & Swimming Lessons	\$ 10,125.00	\$ 10,125	\$ 2,345	\$ 7,780	\$ 3,320	\$ 6,805	\$ 5,575	\$ 3,566	\$ 2,098
Camping Fees	\$ 13,966.00	\$ 13,952	\$ 754	\$ 13,212	\$ (1,713)	\$ 15,665	\$ 15,148	\$ 15,618	\$ 15,101
Boat Rentals	\$ 34,400.00	\$ 34,400	\$ (1,155)	\$ 35,555	\$ (16,400)	\$ 50,800	\$ 32,700	\$ 40,355	\$ 34,025
Boat Slip Rentals	\$ 5,850.00	\$ 5,800	\$ 560	\$ 5,290	\$ 665	\$ 5,135	\$ 3,605	\$ 4,135	\$ -
Fines Collected, NSF Check Fee	\$ 105.00	\$ 105	\$ (4,535)	\$ 4,640	\$ 105	\$ -	\$ 175	\$ 2,425	\$ 2,802
Golf Fees/Golf Season Passes	\$ 134,350.00	\$ 137,050	\$ 18,061	\$ 116,289	\$ 11,989	\$ 125,061	\$ 123,140	\$ 118,195	\$ 121,903
Golf Advertising Income	\$ 1,600.00	\$ 1,600	\$ 600	\$ 1,000	\$ -	\$ 1,600	\$ 1,500	\$ 1,920	\$ -
Golf Misc Sales Income	\$ 8,500.00	\$ 8,500	\$ (8,401)	\$ 16,901	\$ 2,500	\$ 6,000	\$ 5,500	\$ 5,564	\$ 155,329
Golf Food & Beverage Income	\$ 205,100.00	\$ 196,100	\$ (12,890)	\$ 217,990	\$ 34,500	\$ 161,600	\$ 155,817	\$ 147,556	\$ -
Marina Concessions Income	\$ 266,800.00	\$ 273,000	\$ 32,494	\$ 234,306	\$ 2,000	\$ 271,000	\$ 258,500	\$ 251,030	\$ 238,900
Land & Lake Income	\$ 2,000.00	\$ -	\$ (13,180)	\$ 15,180	\$ -	\$ -	\$ -	\$ 80	\$ -
Special Projects (319 Grant Revenue)	\$ 2,500.00	\$ 2,500	\$ (83)	\$ 2,583	\$ 500	\$ 2,000	\$ -	\$ 9,174	\$ 22,716
Fundraisers (will be moved to des.funds)	\$ -	\$ -	\$ (21,756)	\$ 21,756	\$ (19,125)	\$ 19,125	\$ 21,350	\$ -	\$ 13,296
Employee Dishonesty Insurance Payout	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 4,585,143.34	\$ 4,579,136	\$ 389,866	\$ 4,195,277	\$ 808,036	\$ 3,771,100	\$ 3,724,698	\$ 3,717,041	\$ 3,651,329
Department Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,547
Department Payroll	\$ 1,525,858.23	\$ 1,479,839	\$ 67,010	\$ 1,458,848	\$ 184,312	\$ 1,295,527	\$ 1,242,846	\$ 1,212,161	\$ 1,039,831
Overtime Wages	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -
Payroll Tax	\$ 128,724.97	\$ 131,614	\$ 5,795	\$ 122,930	\$ (11,582)	\$ 143,196	\$ 140,073	\$ 134,382	\$ 129,090
Total Payroll Expenses	\$ 1,654,583.20	\$ 1,621,452	\$ 72,805	\$ 1,581,779	\$ 172,730	\$ 1,448,723	\$ 1,392,919	\$ 1,346,543	\$ 1,200,469
Contract Labor	\$ 24,390.00	\$ 26,035	\$ (590)	\$ 24,980	\$ (23,050)	\$ 49,085	\$ 61,885	\$ 35,023	\$ 21,736
Recruitment Expenses	\$ 1,450.00	\$ 1,950	\$ (511)	\$ 1,961	\$ 1,000	\$ 950	\$ 1,675	\$ 8,316	\$ 25,548
Employee Fringes	\$ 252,707.74	\$ 273,955	\$ 11,726	\$ 240,981	\$ 89,531	\$ 184,424	\$ 162,257	\$ 145,675	\$ 156,003
Uniforms/Name Tags	\$ 8,150.00	\$ 8,400	\$ 2,712	\$ 5,438	\$ 400	\$ 8,000	\$ 7,950	\$ 7,477	\$ 7,613
Conference/Training	\$ 16,600.00	\$ 16,500	\$ 4,590	\$ 12,010	\$ 5,900	\$ 10,600	\$ 37,305	\$ 5,581	\$ 11,733
Credit Card Expenses	\$ 19,000.00	\$ 16,000	\$ (56)	\$ 19,056	\$ -	\$ 16,000	\$ 16,500	\$ 15,822	\$ 15,141
DDS (Dues, Donations, Subscriptions)	\$ 7,934.80	\$ 7,600	\$ (309)	\$ 8,244	\$ 3,290	\$ 4,310	\$ 4,050	\$ 5,946	\$ 4,216
F/F/E (Furniture/Fixture/Equipment)	\$ 13,400.00	\$ 16,900	\$ (1,651)	\$ 15,051	\$ (1,850)	\$ 18,750	\$ 15,600	\$ 21,512	\$ 16,090
Program Refunds-Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Registration Expenses	\$ 11,500.00	\$ 11,500	\$ 3,950	\$ 7,550	\$ -	\$ 11,500	\$ 9,250	\$ 9,524	\$ 10,781
Counter/Vending Supplies	\$ 200.00	\$ 850	\$ (1,771)	\$ 1,971	\$ 600	\$ 250	\$ 700	\$ 2,782	\$ 375
Office Supplies	\$ 8,200.00	\$ 8,300	\$ (139)	\$ 8,339	\$ (900)	\$ 9,200	\$ 9,500	\$ 8,443	\$ 10,041
General Supplies	\$ 21,650.04	\$ 23,950	\$ (4,970)	\$ 26,620	\$ 100	\$ 23,850	\$ 19,250	\$ 28,339	\$ 19,419
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 1,593	\$ -
Golf Food & Beverage	\$ 88,842.33	\$ 77,650	\$ (23,236)	\$ 112,078	\$ 18,300	\$ 59,350	\$ 56,350	\$ 59,209	\$ 65,622
Supplies for Resale	\$ 172,699.00	\$ 179,405	\$ (12,079)	\$ 184,778	\$ (1,845)	\$ 181,250	\$ 179,000	\$ 180,571	\$ 217,533
Boat Rental Expenses	\$ -	\$ -	\$ 53	\$ (53)	\$ (4,000)	\$ 4,000	\$ 5,600	\$ 2,074	\$ 2,428
Golf Cart Rentals	\$ 15,000.00	\$ 15,000	\$ (121)	\$ 15,121	\$ -				

SEPTEMBER 2020 PRELIMINARY TREASURER'S REPORT

	OPERATING BUDGET						
	MONTH			YEAR TO DATE			ANNUAL
	ACTUAL	BUDGET	OVER/ (UNDER)	ACTUAL	BUDGET	OVER/ (UNDER)	BUDGET
REVENUES *	250,631	252,637	-2,006	2,541,170	2,635,556	-94,386	3,275,701
DIRECT/INDIRECT EXPENSES	255,374	249,142	6,232	2,305,471	2,565,454	-259,983	3,273,177
OPERATING INCOME (LOSS)	-4,743	3,495	-8,238	235,699	70,102	165,597	2,524

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

STATEMENT OF FINANCIAL POSITION					
	ASSETS	Operations	Cap Projects	R&R	COMBINED
RESERVE ACCOUNTS		418,820.33	711,189	1,096,985.47	2,226,994.8
OTHER CASH		462,769.16	42		462,810.77
RECEIVABLES		121,183.54			121,183.54
OTHER PREPAIDS ETC.		56,735.59			56,735.59
TOTAL CURRENT		1,059,508.62	711,230.61	1,096,985.47	2,867,724.7
INVESTMENTS		271,280.81		180,597.77	451,878.58
Due from Capital Project Fund					0
PROPERTY AND EQUIP (NET)		6,939,258.67	321,587.11		7,260,845.78
TOTAL ASSETS		8,270,048.1	1,032,817.72	1,277,583.24	10,580,449.06
LIABILITIES AND FUND BALANCE					
CURRENT		487,729			487,729
Due to R&R Fund					0
DEFERRED INCOME		805,367.53			805,367.53
FUND BALANCE		6,976,951	1,032,818.26	1,277,583.24	9,287,352.5
TOTAL LIAB & FUND BAL		8,270,047.53	1,032,818.26	1,277,583.24	10,580,449.03

REPLACEMENT & RENOVATION FUND (R&R)				
	MONTH	YEAR-TO-DATE	FISCAL YEAR BUDGET *	REMAINING BUDGET
BEGINNING FUND BALANCE	1,290,756	1,052,116		
Income Earned - Interest	1,020.27	8,586		
Annual Assessment Transfer		559,000		
Add'l Transfer from Operating	0	0		
Transfer to Capital	0	0		
TOTAL AVAILABLE	1,291,776	1,619,702		
R&R EXPENSED	0	0	0	0
LAND & LAKE	14,193.17	173,968.03	400,000	226,031.97
BUILDING		5,584.05	15,000	9,415.95
MACHINERY & EQUIP		100,474.31	103,000	2,525.69
VEHICLE	0	29,999.13	30,000	0.87
F&F		7,093.45	11,000	3,906.55
2019 Carryover		25,000	35,000	10,000
TOTAL R&R EXPENDITURES	14,193.17	342,118.97	594,000	251,881.03
ENDING FUND BALANCE	1,277,583.1	1,277,583.03		

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

PROPERTY AND EQUIPMENT	COST	DEPRECIATION	NET
LAND & LAKE	8,035,959	3,821,738.86	4,214,220.14
BUILDINGS	3,822,923.85	1,869,595.49	1,953,328.36
EQUIPMENT	2,018,410.31	1,680,821.19	337,589.12
FURN & OFFICE F	776,305.37	763,513.91	12,791.46
VEHICLES	470,465.97	390,115.89	80,350.08
PROJECT DOWNPAYMENTS	340,979.51	0	340,979.51
TOTALS	15,465,044.01	8,525,785.34	6,939,258.67

Posted: 10/15/20
 Created: 10/15/20

Submitted by: Ashlee Miller, ACLPOA Financial Manager

CAPITAL PROJECTS		
	MONTH	YEAR-TO-DATE
BEGINNING BALANCE	1,032,380	422,313.61
Annual Assessment Transfer		608,000
Operating Fund Transfer	0	0
RR Fund Transfer	0	0
Interest	438	2,504
Add'l yearly transfer	0	0
TOTAL AVAILABLE	1,032,818	1,032,817.61
ARCHITECT	0	0
ENGINEERING	0	0
CONTRACTOR PAYMENTS	0	0
EQUIPMENT	0	0
LAND IMPROVEMENT	0	0
BUILDING	0	0
INTEREST	0	0
LOAN REPAYMENT	0	0
OTHER (Financing, Postage etc.)	0	0
TOTAL CAP PROJ EXP	0	0
ENDING BALANCE (DEFICIT)	1,032,818	1,032,817.61

ACLPOA FINANCIAL MANAGER'S NARRATIVE

Based on Preliminary September 2020 Results

September Operating Revenues were \$250,631.

Year-to-Date (YTD) Revenues were \$2,541,170 and were **under** budget \$94,386.

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

Budget Line (Revenues)	YTD Actual	Over (Under) Budget
Bad Debt Recovery	\$5,079	\$5,079
Advertising Income	\$99,557	(\$6,693)
Social Recreation	\$2,161	(\$25,440)
Pool Parties & Swimming Lessons	\$510	(\$9,615)
Boat Rental	\$57,727	\$23,327
Golf Fees/Season Passes	\$121,393	(\$12,945)
Golf Food & Beverage	\$139,098	(\$30,389)
Marina Concessions	\$204,953	(\$57,297)
Designated Funds	\$6,215	\$6,215

September Operating Expenses were \$255,374.

Year-to-Date (YTD) Expenses were \$2,305,471 and were **under** budget \$259,983.

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

Budget Line (Expenses)	YTD Actual	Over (Under) Budget
Department Wages/Payroll Taxes	\$1,196,461	(\$58,958)
Employee Fringes	\$159,325	(\$43,535)
Conference & Training	\$4,321	(\$5,979)
General Supplies	\$14,601	(\$6,199)
Resale Supplies	\$127,860	(\$49,303)
Food & Beverage*	\$73,660	\$6,540
Social & Recreation	\$4,039	(\$17,736)
Maintenance-Equipment	\$25,705	(\$9,995)
Maintenance-Grounds	\$74,035	(\$13,315)
Maintenance-Vehicles	\$6,701	(\$6,399)
Bad Debt	\$9,292	(\$35,708)
Utilities	\$85,376	(\$19,620)
Insurance	\$172,061	\$35,899
Special Projects	\$4,135	(\$5,165)
Covid-19 Expenses	\$5,886	\$5,886

The above activity resulted in YTD Operating Revenues greater than Operating Expenses for an operating income of \$235,699 which was over budget by \$165,597.

R&R expenditures for September were \$14,193. Line items greater than \$5k include:

Dry Dam Repairs & Installation.

R&R expenditures (YTD) were \$342,120 with a remaining budget of \$251,880.

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

Submitted by: Ashlee Miller, ACLPOA Financial Manager

Created: 10/15/20



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BOARD OF DIRECTORS' UNAPPROVED MONTHLY MEETING MINUTES

Following are UNAPPROVED MINUTES of the OCTOBER 17, 2020 regular Board of Directors' Meeting. Minutes are in unapproved draft format for informational purposes only, pending approval at the NOVEMBER 21, 2020 Board of Directors' Meeting.

2.0 Call to Order – President Barb Hendren called the meeting of the Apple Canyon Lake Property Owners Association to order at 9:05 on Saturday, October 17, 2020.

3.0 Pledge of Allegiance – After the Pledge of Allegiance, a quorum was present with the following Directors in attendance: Barb Hendren, Bob Ballenger (via Zoom), Jody Ware, Henry Doden, Steve Borst, Steve Tribbey (via Zoom), Gordon Williams, and Tom Ohms. General Manager Shaun Nordlie was also in attendance. Mike Harris was absent.

4.0 Approval/Adopt Minutes from the September 19, 2020 Meeting – Jody Ware motioned to approve the minutes from the September 19, 2020 meeting. Seconded by Gordon Williams. Clarification in next to last paragraph, the 6th line from the bottom. Sentence should read: "Marge Clark is concerned that the proposed language would allow the Board to pass motions on important business with 3 or 4 votes if only a majority of a quorum is necessary. This is hardly appropriate representation of the property owners." Motion carried.

5.0 Treasurer's Report – Treasurer's Report will be in The Apple Core.

6.0 Committee/Commission Reports

AECC – Barb Hendren reported for Steve Tribbey. Met on October 3. Received all septic reports at this time. Discussed the number of sheds on a lot. Also had discussion on future meeting dates for 2021. The next meeting is November 7, 2020.

Conservation – Paula Wiener reported that at the last meeting they began fourth quarter reviews of greenway stewardship projects. Reminder when someone takes on a greenway project, they sometimes don't commit to keeping it up; we do check on these. Discussed that the board approved taking over the stewardship of the watershed plan. Divided into two-person teams to forward the four goals and will continue to work on that on the November meeting. We will have Joe Rush at that meeting to discuss the fishery.

Golf - Jody Ware reported work was done on the tree location study for purchasing additional trees. This past week a tour of the golf course identified areas that would benefit from additional trees.

Deer Management – no meeting.

Lake Monitoring – Barb Hendren reported for Steve Tribbey. Went out on the lake October 6. The surface temperature was 60F. Dissolved oxygen was above 7.49ppm to a depth of 23 feet. Will go out one more time this year on October 27.

Recreation – Barb Hendren reported for Steve Tribbey. Sponsoring a grab and go lunch today by the old firehouse. Halloween events were finalized. Holiday events will be discussed at their next meeting on October 19. Thank you to the Commission for their work during Covid.

Trails – Tom Ohms reported they met on September 26 and went out on the trails for a work day, clearing blind spots and general maintenance. Next meeting will be October 24, last one of season. Will discuss future goals.

Strategic Long-Range Planning – Jody Ware reported that the next meeting is November 6.

Legal – Jody Ware – been busy! Hoped everyone noticed the insert in The Apple Core. On September 19, with the work of the Commission, the articles in the Apple Core will continue for the next four or five months to get through the first round of voting.

Foundation - Jody Ware – no meeting.

Rules and Regulations – Shaun Nordlie reported they continue to work on requests from staff to go through the documents. Three more sections before we are finished reviewing. Few changes that are coming to Board for approval, hopefully in December.

Nominating – Barb Hendren reported they had a couple of meetings discussing moving forward during Covid – more exposure using electronic media so property owners can get to know the candidates. Pro Shop November 7 Get Together is still being planned for anyone interested in running for the board. Board members will be there to answer questions.

Campground – Steve Borst reported they met and talked about the new pavilion. A couple maintenance issues were talked about – allow securely covered grills and adding some trees and shrubs. Season was extended to November 1 this year. Next meeting is not scheduled.

Camp A&D - Barb Hendren reported for Steve Tribbey – they met on

October 8 to view bids that came in from local, non-union contractors. Of the bids received, some were considerably less. Will go through with Cord and Farnsworth. Good to see locals interested and some of the bids will save us money. Next meeting is not scheduled yet. Jody Ware – if we push to 2022, what would be the increase in construction material? Tom Ohms – plywood went from \$8.00 to \$24.00, crazy right now, but expect it to settle down in the spring.

7.0 General Manager's Report – Shaun Nordlie reported that the campground typically closes last Sunday of the month – gave them an extra week (November 1). Marina – same weekend, November 1 last day. May close Saturday 10/31 – doing about \$100.00 per day right now. Close everything at end of month would make it simpler. Golf Course – play by ear, based on weather. PPP – payroll protection program – we were approved.

8.0 President's Report - Barb Hendren wanted to compliment the Legal Commission for going out of their way with the work they have done. The Apple Core looked fantastic! Been very responsive to the questions and needs of the property owners.

9.0 Property Owner Comments

10.0 Consent Agenda - Jody Ware motioned "to accept the resignation of Rich Krasula from the Legal Commission and to accept the recommendation of the Appeals Board to uphold citations #0003 and #0083 issued to Lueken." Seconded by Tom Ohms, motion carried.

11.0 Unfinished Business

11.1 Board Policy – Delinquent Dues Fee

Tom Ohms motioned "to approve the amended Board Policy (Dues) Assessments: Delinquent (Dues) Assessment Fee as included in the October Board Packet." Seconded by Jody Ware. Discussion: Shaun Nordlie – no other fee until we file the lien. If there is something else there to give them another penalty if they don't pay by April or May, maybe some owners would say, let's pay now. Will try this to see if this works. Motion carried.

11.2 Amended & Restated Declaration of Covenants & Restrictions

Gordon Williams motioned "to suspend Roberts Rule of Order." Seconded by Henry Doden.

Discussion – Jody Ware reported that at the last board meeting we talked about the Declarations. We did hold a town hall meeting to discuss Articles VI-XI. Jody reminded people about the process – something very different in the last three years, working with legal revising and updating the declaration and bylaws, worked in partnership with legal counsel. The Association's attorney only does common interest communities and condos. We are very fortunate in this process. Involved a lot of updating related to CICA that we absolutely have to follow first and also the Not for Profit Corporation Act – which we absolutely have to follow and comply with.

Article VI section 1, 2, 3, 4, 5, 6, 7, 8 focuses on word changes. Very minor changes, consistent throughout, clarified language. Major change is section 9 – non-payment of assessment. Changed to reasonable service fee as determined by the Board, not a specific fee. Non-payment, old language did not allow Association to collect attorney fees unless filed for foreclosure. Deleted language based on attorney advisement and outlining the Association's rights. Shaun Nordlie – would not necessarily be doing this to collect assessments, but we would have the option. Jody Ware – if anyone has concerns, the Commission has been diligent in following up. We also have posted under our website under the town hall page. Write down concerns so we can take it right back to the Commission. We have made changes based on what membership has said. The process works.

Section 13 – restricted lots. Language was confusing. Exhibit C has been added. Said lot should remain forever vacant – lots approved by the board as restricted unless owner and board. We have a list of all of the ones that have been approved. Recorded. Even if you sell the lot it would still be restricted. \$330,000 lost over the years, approximately \$50,000/year. Henry Doden – personal opinion, restricted lots mean open space. Think that is an advantage to the Association. Jody Ware – we can review that if you write down your suggestion. Gordon Williams asked about senior exemptions and the definition. Jody Ware – if lot qualifies, as provided by Jo Daviess County Illinois ordinances – that is what determines senior exemptions. Changes all of the time, program through the county. Worth a consideration to include definitions or put more information on what exactly it is.

Article VII we aligned with the Architecture Environmental Control Code the Board approved in March. Clarified language included.

Section 3 – composition of AECC changes – if board unable to appoint architect, the Association may retain one or more of the same to consult or advise AECC. Shaun Nordlie – there is a difference between those two. They may retain one or more of the same from time to time and then they can engage them. Marge Clarke – how do you define engage? Jody Ware - using them as needed to assist in the performance and responsibilities. No inspector – Association could hire one if needed and if so, we could use that inspector to perform the duties and responsibilities.

Section 4 – protecting the AECC and Association. Section 6 – satellite dishes and antennas – gets Association in alignment with the 1996 Telecommunications Act. Also gives Association some authority for addressing satellite dishes and antennas. Section 7 – remedies for unapproved additions or alterations suggested by attorney – Association may, at discretion of the Board, take action (talks about actions or remedies as well). Could ask property owner to remove and restore. We didn't have this in the past declaration – this is new language. Henry Doden – owner that makes changes without permission and sells property, new owner thinks everything is fine – what happens? Jody Ware – single case we would bring to the Board and work with the new owner. Shaun Nordlie will look into this. Section 8 – Marge Clarke's addition will be added. Jody Ware – write that down and run by Association attorney.

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BOARD OF DIRECTORS' UNAPPROVED MONTHLY MEETING MINUTES

Article IX – added language. No waiver was added. Added gender neutrality (he, she, they). New language added rules against perpetuity. Typically included in this type of provision. Section 7, 8, 9, 10 all added by the attorney. Majority of 9 and all of 10 is new language provided by the attorney. Shaun Nordlie - asked the attorney – legally married spouses getting preferential treatment – this is no different. Spouse applies to both – no discrimination from that standpoint. IL does not have common law marriage.

Bylaws

Added preamble. Definition changes – Article of Incorporation was added. The Apple Core definition revised; voting member ticket - clarifying voting member; nominating committee guidelines was added; Tellers Commission was clarified.

Article II membership. Removing duplicate language from the bylaws already in the declaration.

Article III voting rights. Removing duplicate language from the bylaws already in the declaration.

Article IV – section 1 language changed, section 2 updating language; section 3 updating language.

Article V – updated language with owner and/or voting member; clarity in language in filling vacancies on the board (CICAA language). Section 3 new language.

Article VI – voting procedures – new language. Typically, we have three positions to fill, voting member does not have to vote for three people. But they cannot do a multiple cumulative vote. Two votes for board member and one for another, can't do that. One vote each.

Article VII – new language. Proposed K language was added. Clarification in K about suspending the enjoyment right of an owner. Due process. N – 20% of total vote in the Association (per CICAA). 20% replaces 125 total vote language. Jody Ware – Legal Commission is waiting for the opinion of the attorney and just received it yesterday. Will bring Marge Clarke's discussion back to the Commission.

Article VIII – regular meetings – change that is important, the posting of a regular meeting. Language was revised to be consistent with CICAA. Section 2 – talks about notices of special meeting to be consistent with CICAA. Section 3 – revised to be consistent with CICAA. Section 7 includes clarification.

Article IX, section 2 – modified new language to align with General Not-for-Profit Act and CICAA.

Article X Officers – old language was removed already covered under Article VII.

Article XI Committees/Commissions – clean up language from Illinois Not-for-Profit Act. Committees have power to make decisions on behalf of the BOD; Commissions make recommendations to the BOD. Section 11 – new language for attorney on the make-up of the AECC Committee. Section 19 Strategic Long-Range Planning and Appeals Commission were added as standing commissions.

Article XII revised to be consistent with CICAA.

Do bylaws at November meeting – will be making a recommendation to the Board to allow Legal to publish the bylaws declaration for the voting members in December. Next town hall meeting hope to make it completely through the bylaws and an opportunity for voting members to share their thoughts, ideas, suggestions. Question – why wouldn't you vote for this? If because of an article or section, this is your opportunity to ask the questions or express concerns. We do keep this process open until we collect 2/3. This is something very, very important to every voting member in this association. Legal Commission is very open to listen to thoughts, ideas, comments. Marge Clarke – qualifications for passing – very different. Votes collected – 2/3 of the voting members' affirmative vote.

Tom Ohms moved, and Henry Doden seconded, to reinstate Robert's Rules of Order.

12.1 Adoption of 2021 Operating Budget – Gordon Williams motioned “to adopt the 2021 Operating Budget as published in the September issue of The Apple Core.” Seconded by Steve Borst. Motion carried.

12.2 Adoption of the 2021 R & R Budget – Jody Ware motioned “to adopt the 2021 R & R Budget as published in the September issue of The Apple Core.” Seconded by Steve Borst. Motion carried.

12.3 Adoption of the 2021 Operating and Building Fee Schedules - Jody Ware motioned “to adopt the 2021 Operating and Building Fee Schedules as published in the September issue of The Apple Core.” Seconded by Gordon Williams. Shaun Nordlie noted that the annual trash pass has increased. Used to be \$75 and an additional \$10 for 2nd pass. Second pass is included now with the \$120. Mattress disposal – cost is going up, needed to add that specifically for mattresses. Tom Ohms - Snowmobile fees were not raised? Shaun Nordlie - not a lot of snowmobiles on trails. Motion carried.

12.4 2021 Calendar – Tom Ohms motioned “to review and accept the 2021 calendar of events for publishing.” Seconded by Jody Ware. Discussion – Jody Ware noted the fireworks date. Could we get something from Recreation published because people are reserving houses/rentals, etc. Give membership notification on when the fireworks will be. Shaun Nordlie – obviously if Covid continues, this may change. Barb Hendren – Meet the Candidates April 17. Should say immediately following Board meeting rather than put an exact time. Motion carried.

12.5 Foreclosure of Liens – Gordon Williams motioned “to approve foreclosure of liens on the following lots: 02-031, 02-047, 03-046, 03-047, 03-123, 03-133, 03-185, 04-054, 04-106, 04-107, 06-085, 07-146, 07-173, 08-020, 08-259, 09-040, 10-034, 10-101, 11-049, 11-078, 11-093, 11-094, 11-233, 11-263, 11-293, 11-294, 12-003, 12-184, 12-210, 12-238, 13-009, 14-029. Seconded by Jody Ware. Shaun Nordlie noted that there are three right now that are making monthly payments. We keep them on the list in case they were to default. A few more are planning on paying before the end of the year. Henry Doden – does cost us money to foreclose. Motion carried.

Bob Ballenger left the meeting at 11:10.

12.6 Lot Combination 12-128 and 12-129 – Jody Ware motioned “to

approve the Lot Combination Agreement requested by Ken & Ann Johnson for Lots 128 and 129 in the Presidents (12) subdivision. Once recorded, the Lot Combination Agreement may not be revoked or rescinded. Seconded by Tom Ohms. Motion carried.

12.7 Reinstate the Maintenance Commission – Henry Doden motioned “to reinstate the Maintenance Commission with the following charge: The Maintenance Commission shall work with the Building and Grounds and Natural Resources Managers to help fulfill the duties of the Maintenance Department. The Commission can play a role in assisting the department with planning, estimating, execution and reviewing all matters pertaining to the maintenance, repair or improvement of the common properties and facilities of the Association as requested by the Building and Grounds or Natural Resources managers. The Commission shall perform such other functions as the Board, in its discretion, determines. At least one member of the Board shall serve as a member of this Commission. The Commission will prepare a summary of activities and projects the Commission has been involved in over the past year for presentation at the annual meeting.” Seconded by Gordon Williams. Discussion: Jody Ware feels this is not in the best interest to create a commission based on one member of the Association wanting to form a commission. When we did dissolve this in 2018, over the course of 50 years, the Maintenance Commission's role, responsibility and development at ACL changed. Became a department an operational department. Would have liked to have heard from other members that this was a need. The Maintenance Commission shall work with – what does that mean? We will find volunteers to work side by side, similar to Trails and Golf Commission? Liability wise – concerns about that. Maybe collaborate with Building and Grounds etc., to help to fulfill the duties. Makes me feel like these people will be working as employees. Concerns with the verbiage of the charge. The Commission can play a role in assisting in planning, etc. on all matters pertaining to the maintenance repair and improvement, but on all matters, is this a 24/7 commission? Pertaining to maintenance repairs and improvements – has to be futuristic. This has such an impact on the Budget Commission and forecasting of work that needs to be done. How does the Budget Commission know that next year, the Maintenance Commission wants to reconstruct, etc., using the comments Henry shared today, as an example? Execution and reviewing all matters - even the Executive Committee doesn't have that authority over Shaun. Perform such other functions – now they are performing? The word inspect of facilities, etc., what if we had a commission of 30 members? Feels like micromanaging. Creating scope of work – skill set or knowledge to create? Advertise word of mouth selling of dirt – pretty specific. Could say promotion. Communicate with owners on maintenance issues? Henry talked about the replacement of the 30-year roof for The Cove for example. Maintenance Commission – would be more people involved. How does that help? Henry Doden – would eliminate some of the questions surrounding that. Dredging – one maintenance man he was talking to – didn't have floats. Some of the things that could be discussed. Tom Ohms – who makes the final decision? Henry Doden – then get together with main manager. Tom Ohms – then he decides he wants the floats. Jody Ware – typically makes recommendation to the Board, not the employees other than Shaun. Rewriting needs to be done on this. Communication can't be word of mouth. Need process. Some things we need to create a sense of urgency on, but a lot of things we do not need to create a sense of urgency. Who creates the reserve study? Shaun Nordlie – we review it every year. Jody Ware – but created by general managers and maintenance managers? Shaun Nordlie – outside company did one in 2013. In 2016 sat down with all managers and we have been managing this. Jody Ware – building and grounds manager selling /trading old equipment. Need to review job description on that. In the spirit of volunteerism, we have always looked for individuals with expertise. Prioritize work orders – worry about the control factor and micromanaging. Too much micromanaging in this. To the new board members, the board does have the authority to dissolve a commission. Would want to see this written with words that are not micromanaging and words that interfere and take time away from our already overloaded maintenance department.

Shaun Nordlie – open to new wording. Had an infrastructure commission, worked with them monthly at Lake Carroll. Had an understanding with that commission – don't want to be hounded on, criticized on and he gets to prioritize. Great relationship, used them to his benefit. Jody Ware – futuristic is 3-5 years, not next week or next month. Conflicts with general manager's goals. Conflicts with strategic planning goals that the board approved. Restricts the Budget Commission as well. To say we did the wrong things or done poorly, not productive. Gordon Williams – how was the liability handled at Lake Carroll? Shaun Nordlie – didn't do anything to that extent – climbing ladders, etc. Maintenance would handle that. Tom Ohms – problem with a committee wandering through while people are working. Shaun Nordlie – would set a time for Commission to come through. Not walk through whenever they feel like it. No authority to walk through kitchen on a Friday night. Jody Ware – would want to see that language limiting membership (5) and see the structure of this. Tom Ohms – reads that Trails would have to go to this Commission to create a work day. Shaun Nordlie – not the intention. Jody Ware – want to understand. How would this be helpful and would want to know what are the qualifications for these five members? Shaun Nordlie – we do get qualified people

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BOARD OF DIRECTORS' UNAPPROVED MONTHLY MEETING MINUTES

on our commissions now. Jody Ware – could this be an advisory commission? Barb Hendren – is there such a thing? Jody Ware – strategic plan is advisory but not written like that. Want this to be futuristic, not a hounding commission. Ask for a rewrite on this charge. Henry Doden – hears what you are saying. We have had a couple pieces of equipment by the disposal facility for a couple of years – can we sell this equipment? Jody Ware – board would have to approve that. Tom Ohms – do worry about the micromanaging Ed. Stressful job and he does a good job. Shaun Nordlie – would want the Commission to understand the rules. If it would turn into that, not interested. We can make this a benefit and did sit down with Ed about this. Jody Ware - your priorities are not always that of the organization. Organizing the work orders might be an issue. Could check the Lake Carroll's charge for their commission.

Marge Clarke – this commission took care of planning and doing research for major projects. Maintenance did play a role in some of the processes that got built around here. Jody Ware – like the planning part and doing research. This would affect the bylaws and would have to be added in.

Tom Ohms – motion “to table this motion.” Seconded by Gordon Williams. Motion carried.

12.8 Recommendation for addition to Bylaws – 1st Reading – Jody Ware motioned “to suspend Roberts Rule of Order.” Seconded by Steve Borst. Discussion: Shaun Nordlie – sent something to the board with his feelings on this. Concern with this 10% - too restrictive. Going forward would restrict operations. Details of purchases in the past five years and any expenditure you are taking to owners for approval would be shut down. In 2016, Abacus would be an example. Would be a hindrance. Harvester goes down in July and has to go to membership to get a vote before proceeding. Jody Ware – also having concerns with this. This is taking a personal issue and trying to turn it into a bylaw. No problem creating policies. Root cause of this is based on communication for the purchase of the 134 acres. Basically, what bothered them was lack of communication to the owners, can easily be changed with a policy. To ask for 2/3 affirmative vote of the voting members, it took six years to pass something. Tom Ohms – hamstringing everybody with this. Steve Borst – is there a percent you can live with? Shaun Nordlie – we did talk about that and met with Ashley. If we look at each fund differently there could be a percentage. Total funds – what is in the R&R budget? 1.2 million – 15% of that is 180,000. Would cover a lot of different things that would break down we could get repaired. Hoping next year we start with a capital project. Let's say flood mitigations – capital fund could get down to 200,000. Could be 30,000 then. How about whichever is greater – amount budgeted for the year or total fund?

Steve Borst – would like to see something get in governing documents. If this came to a vote he would vote for it. But would be in favor of a policy as well. Jody Ware – thinking of the work and getting a 2/3 vote – who is going to do that? How would you possibly do that? Cannot see board members organizing and trying to convince the owners (voting members) to vote on the purchase of something. Shaun Nordlie – if we have to put this in a document that is going to be owner voted on, we have to make sure it is what we want. Jody Ware – more input from other board members. Barb Hendren - can see it being a policy. Can see trying to prevent communication issues – 3 meeting rule. Can't see anything ever passing. Jody Ware – totally against going in the bylaws. Would also like the recommendation of the attorney. Marge Clarke – it is not unusual to have something like this. Sees it beyond the 134 acres – no consistency in this association to define capital project funds. Only became a part when CICA came into play. We did not define prior to that. R&R was always the reserves. Right now with the new accounting standards, no more reserves. Money that goes into capital fund projects has to be designated for a project the board has to identify. But the board has not done that. Not informed priorities, flood mitigation, software, etc. you have a responsibility to us to identify that so we know what kind of money has to go into capital project fund. This association has to think about this. Long range planning, we talk about it, we write it – how much of that was communicated to budget audit. Jody Ware – we did communicate. Marge Clarke – on paper and how much attention does it really get. On paper, label everything, but the average person doesn't have a clue and you have a responsibility to make that clear. Don't like the restrictions, understand that, even though not unusual. Shaun knows we have a software problem and will become a budget issue. Should not be an emergency expenditure. That becomes a planning factor and that has to be a priority in budgeting. Jody Ware – NorthStar bought Abacus, otherwise we did not have an issue prior to September. Your commission stopped meeting in August. Marge Clarke - we do for next year's budget meeting. Example of what you know this association is going to face. Therefore, you need to communicate this stuff to people. We have to interpret and think about these things in the operating funds and R&R as liability. That is what the auditor told us – liability on our books. Not just money to use as we feel like. Make sure what the priorities are and what funds are to be used for. Jody Ware – land acquisition. Since 2017, the Strategic Plan has had land acquisition on there. Four years of planning – when Strategic Plan does budget, we should put 1 million dollars in there? Is that the process? Already been approved by plan as master plan. Marge Clarke - well aware. On the committee that we must do this

quietly. Don't want competitive bids. You have lost the trust of your property owners. If you are looking to get money for land acquisitions, you need to communicate that. Jody Ware – raising members assessments because budget shows we have a need for 1 million to be there because we planned the possibility of land acquisition? Marge Clarke – you have to support your reasons for raising assessments. We don't need to buy any land. Only reason – project we are engaged in requires more land. We have no business going out and spending 1 million. Revamp the way you think about things. Jody Ware - all due respect – we do not need to buy more land unless part of capital project. We do have a project going on – watershed. More silt ponds to be more affective. Also used partnerships, that was also part of land acquisitions. Marge Clarke – 134 acres is attached to nothing. Jody Ware – talked about capital fund, accounting standards and board operations – this board needs to communicate better. To me that supports the fact that this should not go into bylaws, should be a policy. Hamstringing the board. Marge Clarke - not hamstringing if the board is honest. Can always make changes to bylaws with a majority of vote. Shaun Nordlie – should we continue to work on some language? Jody Ware – should be in partnership with Policy Commission.

12.9 Open Discussion about Covid-19 – Shaun Nordlie – still rolled back. Article in The Gazette threatening misdemeanor and licenses. John Hay is not pursuing this. Not suggesting we open up (Cove and Pro Shop). Hoping Jo Daviess County gives us some guidance. Jody Ware – planning the 2020-21 year for operating plan as if Covid exists. Need to start educating owners on what will happen 1st quarter on assessments.

13.0 Other

13.1 CAMP Update – no further updates.

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

Motion to adjourn by Tom Ohms at 12:27.

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

BOARD ACTIONS

AUGUST

- 10.1 Committee/Commission changes – APPROVED
- 10.2 Appeals Board decisions - APPROVED
- 12.1 Property Owner citation appeal – CITATION UPHELD
- 12.2 Property Owner AECC appeal – AECC DECISION UPHELD
- 12.3 Lot Combination request – Haniacek – APPROVED
- 12.4 Publication of the 2021 Annual Assessment – APPROVED
- 12.5 Publication of the 2021 Operating Budget – APPROVED
- 12.6 Publication of the 2021 R & R Budget – APPROVED
- 12.7 Publication of the 2021 Operating and Building Fee Schedules – APPROVED
- 12.8 Rules & Regulations – Ice Fishing – 1st READING, NO MOTION REQUIRED
- 12.9 Rules & Regulations – Tennis Court/Sport Complex – 1st READING, NO MOTION REQUIRED
- 12.10 Rules & Regulations – New Home Construction – 1st READING, NO MOTION REQUIRED
- 12.11 ACL Building & Environmental Code housekeeping - 1st READING, NO MOTION REQUIRED
- 12.12 Amended & Restated Declaration of Covenants & Restrictions – REMOVED FROM AGENDA
- 12.13 Amended & Restated Bylaws – REMOVED FROM AGENDA
- 12.14 Open discussion about COVID-19 - NO MOTION REQUIRED
- 13.1 CAMP update – NO MOTION REQUIRED

SEPTEMBER

- 10.1 Committee/Commission changes – APPROVED
- 10.2 Appeals Board decisions – APPROVED
- 11.1 Rules & Regulations – Ice Fishing – APPROVED
- 11.2 Rules & Regulations – Tennis Court/Sports Complex – APPROVED
- 11.3 Rules & Regulations – New Home Construction – APPROVED
- 11.4 ACL Building & Environmental Code housekeeping – APPROVED
- 12.1 Golf Commission Designated

- Funds purchase – yardage markers – APPROVED
- 12.2 Golf Commission Designated Funds purchase/cost share – trees - APPROVED
- 12.3 Recreation Commission Charge – APPROVED
- 12.4 Watershed Plan amendments – APPROVED
- 12.5 ACL Payment Plan – APPROVED
- 12.6 Board Policy – Delinquent Dues Fee – 1st READING, NO MOTION REQUIRED
- 12.7 Amended & Restated Declaration of Covenants & Restrictions – 1st READING, NO MOTION REQUIRED
- 12.8 Amended & Restated Bylaws – 1st READING, NO MOTION REQUIRED
- 12.9 Open discussion about COVID-19 – NO MOTION REQUIRED
- Other: 13.1 CAMP update – NO MOTION REQUIRED

OCTOBER

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

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MONTHLY COMMISSION REPORTS

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMISSION MINUTES

OCTOBER 3, 2020
UNAPPROVED

- 1.0 Call to Order – Chair Cindy Zophy called the meeting to order at 8:00am with committee members in attendance in person: Jim Frank, Steve Tribbey, Barb Hendren, Building Inspector Joe Wiener. Via Zoom: Bob Ballenger, Mike Harris, Tom Ohms, Rick Paulson, Bill Ware, Gordy Williams, General Manager Shaun Nordlie; guest: Ed Ziarko. A quorum was attained.
- 2.0 Approve Minutes of the September 5, 2020 meeting – Steve Tribbey moved to approve the minutes of the September 5, 2020 meeting as written, seconded by Jim Frank. Passed unanimously.
- 3.0 Property Owner Comments
- 4.0 Building Inspector's Report - Joe Wiener reported we have all but seven of the septic reports in. He received a few more via fax the previous night so he believes all have been completed. Joe also brought up that we don't have any parameters for the size of a shed, how big one can be or the number of sheds on a lot. He would like the Committee to begin thinking about this topic. Joe has also been posting the building permit signs on the blue "911" address signs for properties that are doing larger projects.
- 5.0 New Business
- 5.1 12A128 and 12A129 Johnson – lot combination - Barb Hendren moved to approve the lot combination application for lots 12A128 and 12A19 in section President. Seconded by Rick Paulson. Motion passed unanimously.
- 5.2 2A48 Pioneer – shed and fire pit - Steve Tribbey moved to permit the construction of a 170 GSF one-story detached portable storage shed and

- a 20 GSF paved fire pit/patio as per the submitted plans. Shed colors will match the dwelling. Before construction, the lot corner posts and accessory structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. Jo Daviess County Planning and Development permits must be obtained before the ACL permit will be issued. Seconded by Gordon Williams. Discussion that the shed color will match the house color. Motion passed unanimously.
- 5.3 8A27 Colony Ct – shoreline limestone retaining walls, steps - Barb Hendren moved as per the submitted plans, within the lakefront setback, to permit the construction of a 120' long and 4' tall limestone retaining wall with steps into the lake between the lot lines. Removal of the railroad ties replacing them with limestone retaining walls approximately 70' long 2.5' tall and approximately 70' long 1' tall. Also, replace the wood steps with limestone 4' wide and 7" to 8" tall. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Jim Frank. Motion passed unanimously.
- 5.4 8A201 Hale Ct – shoreline limestone wall and beach - Rick Paulson moved within the lakefront setback, as per the submitted plans, to permit the construction of a limestone retaining wall approximately 70' long and 3' high including 4' to 5' wide steps into the lake between the lot lines, leveling what was the beach with chipstone to create a seating area. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Jim Frank. Motion passed unanimously.
- 5.5 8A150 Liberty Bell – shoreline limestone retaining wall with steps, patio and retaining wall - Steve Tribbey moved to permit as per the submitted

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11A272 Nicklaus
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4A42 Colt Dr.
2 Bedroom 2 Bath
\$139,900



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



1a11 Silverhorn
3 bedroom 4 bath
Lakefront
\$425,000



7A253 Tomahawk
3 Bedroom 2.5 Bath
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9a160 Hawthorne Dr.
3 bedroom 2 bath
Lakeview
\$249,000



Apache Lot 2
Transferable
Marina Dock
\$15,500



8A142 Liberty Bell Ct.
3 Bedroom 2.5 Bath
Transferable Dock
\$199,000



3A160 General Jackson Ct
2 Bedroom 1.5 Bath
\$159,900



11a204 Spoon Ct.
2 bedroom 3 bath
\$171,000

1 BLACKHAWK	108	\$3,000	221	\$1,200	**11** FAIRWAY	36	\$1,100
2 HIDDEN SPRINGS						35 & 36	\$2,000
			6 BLUE GRAY	**8** INDEPENDENCE		144	\$2,000
			13	\$2,000		242^^	\$25,000
3 GENERAL GRANT	32	\$1,500		\$1,750		278	\$69,900
	65	\$12,000			**9** HAWTHORNE		
	171	\$5,000			181	\$1,000	
					186	\$1,200	
4 WINCHESTER					199	\$1,200	
	118	\$1,500			225	\$4000	
					310	\$4000	
5 BIG SPIRIT					**12** PRESIDENT		
					35	\$1,100	
					13 PIONEER		
					37	\$7,400	
					59	\$6,500	
					80	\$1,000	
					14 CANYON CLUB		
					26	\$7,000	

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MONTHLY COMMISSION REPORTS

plans, within the lakefront setback: to permit the construction of a 200' long and 4 high limestone shoreline retaining wall with 4 to 5' wide steps into the lake. The construction of a chipstone firepit enclosed in front by a 40' long and 1.5' high limestone retaining wall and in back by a 40' long by 1' high limestone retaining wall. Removal of the wood wall and deck, replacing them with a limestone shoreline retaining wall approximately 50' long and 4.5' high and a flagstone patio 25' long by 20' wide. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Barb Hendren. Discussion on allowing construction of one step into the lake. It is allowed. Motion passed unanimously.

5.6 2A21 Hidden Springs – shoreline limestone retaining wall - Gordon Williams moved within the lakefront setback, as per the submitted plans, to permit the construction of a limestone retaining wall approximately 90' long and 3' high including 4' to 5' wide steps into the lake between the lot lines. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Barb Hendren. Discussion on owners reclaiming eroded land from the lake. Past practice has been "the lot line is the shoreline at 800 foot pool level is no matter where the lot line pins are". We also talked about how rainwater will flow and build up behind the rock wall, the need for some method of draining. AECC would like a survey done showing the lot lines and resubmit the plan with the retaining wall not in the lake. Motion failed unanimously.

5.7 12A300 Nixon – shoreline limestone retaining wall with steps, patio and fire pit - Barb Hendren moved as per the submitted plans, within the lakefront setback: to permit the reconstruction of a chipstone firepit to be enclosed by a 60' long 3' high limestone retaining wall. Removal of old rock steps, replacing them with limestone steps approximately 5' to 4' wide, construct a 40' long 3' high limestone retaining wall and a 40' long 5' high shoreline limestone retaining wall enclosing a new 20' long by 20' wide flagstone patio. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Steve Tribbey. Discussion on whether a variance is required because of the greenway space on the south side. Wiener will make sure the contractor cannot build on the greenway strip. Motion passed unanimously.

5.8 9A155 Hawthorne – shoreline limestone retaining wall, steps, patio and retaining wall - Steve Tribbey moved as per the submitted plans, within the lakefront setback: to permit the removal of old r tie steps, replacing them with approximately 150' of limestone steps approximately 5' to 4' wide, construct an 80' long 5' high limestone retaining wall enclosing a new 30' long by 18' wide flagstone patio, construct a 250' long 5' tall shoreline retaining wall with 4 to 5' steps into the lake. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Jim Frank. Question on the step going into the lake. Motion passed with 8 ayes and 1 nay.

5.9 9A153 Hawthorne – turfstone cart path - Barb Hendren moved as per the submitted plans, within the lakefront setback: to permit the installation of a 40' long 6' wide turfstone cart path. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Steve Tribbey. Pointed out that this will reduce erosion and mud being deposited into the lake. Motion passed unanimously.

5.10 7A251 Tomahawk – remove bushes, saplings 4" diameter and less between shoreline and dwelling, construction of turfstone cart path - Mike Harris moved as per the submitted plans, within the side yard setback: to permit the installation of a 60' long 6' wide turfstone cart path. Within the lakefront setback, from the house to the lake, remove all shrubs and trees less than or equal to 4" in diameter. Remove a dead elm tree. Mulch as necessary to prevent erosion. Silt fencing shall be installed and maintained throughout the project until the ground cover is restored, and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Jim Frank. Discussion on type of ground cover to be used. Motion amended by Harris to read, "Ground cover as necessary to prevent erosion." Discussion further on close proximity of septic tank to the turfstone path construction. Wiener will make contractor aware of this fact. Motion passed unanimously.

5.11 1A60 Blackhawk – deck, concrete pad, retaining wall, roof, siding, facia, soffits - Steve Tribbey moved as per the submitted plans, without setback encroachment: to permit the installation of approximately 26' of retaining wall enclosing a new 240 sf attached concrete patio with limestone steps. Above add a covered 225 sf deck supported by concrete piers. Cover the new deck with a 4 in 12 roof. Replace all roofing, vinyl siding, facia and soffits. Silt fencing shall be installed and maintained throughout the project and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Barb Hendren. Discussion on whether colors match existing house. Lot lines are not impacted. Committee requested that a drawing of the elevation be provided. Jim Frank amended motion to add, "An elevation must be provided with the permit." Motion passed unanimously.

5.12 8A273 Jefferson – turfstone cart path, retaining wall, remove 2 trees - Gordon Williams moved as per the submitted plans, within the side yard setback: to permit the installation of a 100' long 6' wide turfstone cart path. Repair planting bed retaining walls. Remove a dead oak tree and pear tree. Mulch as necessary to prevent erosion. Silt fencing shall be installed and maintained throughout the project until the ground cover is restored, and all lot corner posts and structure setbacks must be located and flagged by a licensed surveyor in accordance with ACL B&E Code 102.4. No variance is granted. Seconded by Barb Hendren. Discussion whether the oak tree is alive. Is it within the 50' setback of the lake? Williams amended the motion to read, "If the oak tree is within the 50' setback and it living, it must stay." Motion passed unanimously.

5.13 Other New Business – How big can an accessory building be? The ACL Building Code doesn't address this. A single stall garage can be 240 sq ft with an overhead door. Discussion on not wanting them to get built too big. What are they used for? Wood shop, storage for mowers, boats, ATVs, etc. Define "garage", "shed" and "accessory building".

6.0 Unfinished Business

6.1 Other Unfinished Business

– Discussion on 3 future meeting dates to submit for the 2021 AECC calendar. January 9, 2021, July 10, 2021 and September 4, 2021.

– Joe Wiener received a request and opinion for a garage with living space above.

7.0 Next Meeting Date – November 7, 2020

8.0 Adjournment at 9:27am motion by Jim Frank.

Respectfully submitted, Steven Tribbey



CAMPGROUND COMMISSION MINUTES

OCTOBER 10, 2020

UNAPPROVED

1.0 Call to Order – Meeting called to order at 8:37AM by Ron Carpenter. Members present: Ron Carpenter, Chris Szczypta, Joe Reifsteck, Mary Bluhm, Steve Borst. Guests: Shaun Nordlie and Pat Powers. Members absent: Nancy Barker, Jerry Maculitis, Ric Ruffolo.

2.0 Approve minutes of July 25 meeting – Approved.

4.0 Unfinished Business

4.1 Pavilion Update - have revised plans showing possible expansion of sites and still waiting on variance from County before we can get started.

4.2 Other Unfinished Business - check into bathhouse skylights again as seems not working properly of opening and closing.

5.0 New Business

5.1 Expansion of Campground/changing sites from primitive to RV - reviewed packet on what will be submitted to County with possible expansion of sites.

5.2 Request to allow grills to be left out over winter - for this year per Shaun it will be overlooked and must be covered, and cover be secured. Motion for grills to be left outside next to trailer covered and secured made by Joe Reifsteck seconded by Mary Bluhm. Motion passed and will be sent to Rules and Regs.

5.3 Discuss Pancake Breakfast 2021 - has been put on calendar for Sunday of Memorial Day weekend.

5.4 Tree removal/replacement - possibly put trees/shrubs along the road. Check into matching funds; Motion made by Joe Reifsteck to use Campground Commission designated funds not to exceed \$3,000 for trees and shrubs for the Campground. Seconded by Chris Szczypta. Motion passed.

5.5 Other New Business - November 1 is closing date for Campground.

6.0 Discussion – None.

7.0 Next Meeting Date - TBD

8.0 Adjournment - meeting was adjourned at 9:30AM.

Respectfully submitted, Chris Szczypta, Secretary



CONSERVATION COMMISSION MINUTES

OCTOBER 3, 2020

UNAPPROVED

The following Commission members were present in person: Chair Paula Wiener, Co-Chair Michael Yorke, and Henry Doden. Via Zoom/ telephone: Phyllis Cady, Mike Cammack, and Natural Resource Manager Aren Helgerson. Members absent: Gary Hannon, Tom Ohms and Steve Nelson. Guests: General Manager Shaun Nordlie, Angie Marek, and Dave Bohnenkamp.

1.0 Call to Order – Chair Paula Wiener called the Conservation Commission meeting to order on October 3, 2020 at 9:00am.

2.0 Approve Minutes of September 5, 2020 – Phyllis Cady motioned, and Henry Doden seconded, minutes approved as presented.

3.0 Reports

3.1 Lake Monitoring – No report.

3.2 Natural Resources Manager

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- 3.2.1 Tributary Water Sampling – Aren Helgerson reported water sampling is still in progress through November. He will then create a spreadsheet with data showing trends for the year.
- 3.2.2 Winchester Bay Wetlands Delineation Survey – Aren is working with Applied Ecological Services to schedule a meeting with them to come out and look at various projects related to the Watershed Plan including Winchester Bay.
- 3.2.3 Other Items – None.
- 3.3 Other Reports – None.
- 4.0 Unfinished Business
- 4.1 Greenway Invasives – Aren reported quite a bit of mowing was done on the bluff side last Fall between himself and Maintenance. Aren did some mowing this past Spring. The forestry mower has been used but not up in this area. A controlled burn was done on the bluff closer to the lake. More maintenance is needed up there and Aren will work on it.
- 4.2 Streambank Stabilization – Shaun Nordlie reported still working with Applied Ecological on Winchester Bay. As far as south of the bridge, that project is taken care of.
- 4.3 RiverWatch Program – Aren reported he has not seen any results posted. Ms. Wiener announced that RiverWatch is doing a webinar on Tuesday, October 6, 2020 at 7:00pm. The topic will be the importance of stream side vegetation. She thinks it is open to anyone. It will be posted on the ACL Watershed site with a link for sign up.
- 4.4 Buffer Zone Demonstration Project Update – Aren said it is in progress and is getting bids on seeds and eco-grass. The area is staked out and has been sprayed.
- 4.5 Greenway Stewardship Annual and Fourth Quarter Reviews
 - 4.5.1 Jaeger et al 1A63-64 Blackhawk & Bass 12A61 (Cammack, Ohms, Hannon) – Mike Cammack reported there are no changes.
 - 4.5.2 Burbach 8A155 Liberty Bell (Hannon, Cammack) – Mike Cammack reported nothing much has been done. Korte Landscaping has done most of the work, but no work has been done in the ravine.
 - 4.5.3 Yorke 5A105-107 – Mike Yorke reported that Steve Nelson will check his project in October.
 - 4.5.4 Fortson 11A65 Fairway – Ms. Wiener reported there has been no check at this project site since October 2019. Mike Yorke volunteered to follow up.
 - 4.5.5 Ford 13A124-125 (Cammack) – Mike Cammack reported that this property looks good.
 - 4.5.6 Newman 12A325 Eisenhower (Doden) – Henry Doden reported there is no change at this site.
 - 4.5.7 LoSasso 8A245-246 Colony – Ms. Wiener reported there has been no visit to this site since 2018. Phyllis Cady volunteered to check out this site.
 - 4.5.8 Paulson 2A49 Pioneer (Cammack, Doden) – Mike Cammack reported this project site has been maintained.
 - 4.5.9 Ware 12A134-135 Johnson (Ohms) – No report.
 - 4.5.10 Bottomley 12A275 Lincoln (Cammack, Yorke) – Mike Yorke and Mike Cammack reported nothing has been started.
 - 4.5.11 Atilano 9A80 Evergreen (Cammack, Yorke) – Mike Cammack and Mike Yorke reported nothing has been started.
 - 4.5.12 Walsh/Hunt 13A63 Pilot Point (Doden) – Henry Doden reported that the undergrowth is coming back.
- 4.6 Watershed Plan
 - 4.6.1 Decision on When to Do 5-Year Evaluation and Who Should Do It – Ms. Wiener and Mike Yorke presented to the ACL Board the action plan for their approval. There was discussion when the 5-year evaluation should take place. It was agreed the Conservation Commission will begin in October 2021 to do the evaluation process.
 - 4.6.2 Goal Milestone Tracking Assignments – Chair Wiener asked the Commission members for their choice of the four goals/milestones they would like to work on. Goal 1: Improve Water Quality - Mike Cammack and Gary Hannon; Goal 2: Reduce Algal Blooms and Excessive Plant Growth - Steve Nelson and Mike Yorke; Goal 3: Mitigate Existing Flooding Problems – Henry Doden and Tom Ohms; and Goal 4: Educate Watershed Community – Paula Wiener and Phyllis Cady.
 - 4.6.3 Communicating with Our Watershed Partners and the Community – Ms. Wiener would like to send out a letter to our Watershed partners towards the end of November to update them. A dinner for the farmers and others is planned at the ACL Clubhouse in February or early March 2021. Paula will put an announcement on the Facebook page about the change in some of the milestones.
- 4.7 Conservation Conversations Monthly Apple Core Articles – Mike Yorke did an article for the Apple Core’s October issue on the purpose, value and importance of dry dams that were recently completed in the north end and Ms. Wiener has an article on observing birds at the bird feeder. In November’s issue, Ms. Wiener has an article about the Watershed and in December, a

- year’s wrap up of what Commission has accomplished in 2020.
 - 4.8 Infected Ash Trees within the Community – Maintenance has been cutting down infected trees in the Blue Gray area by the trail.
 - 4.9 Lake Action Plan
 - 4.9.1 Dredging – Mr. Nordlie reported there is no internal damage to our dredger. At this time, it is not clear whether the dredger will be back at ACL in time to do any more work this year.
 - 4.9.2 Flood Control – Mr. Nordlie reported he spoke to CMT this week. We are looking at least to level the dam this year.
 - 4.10 Fishery/Fish Habitat/Creel Tracking Slips
 - 4.10.1 Bigger, Better Blue Gill Program – Mr. Nordlie reported Joe Rush will be at the November meeting to discuss the blue gill program
 - 4.10.2 Shocking Report – No Spring shocking report yet. Shaun Nordlie reported the Fall shocking will be done in October.
 - 4.10.3 Creel Tracking Slips – Mike Cammack reported he only got a few slips. Mr. Nordlie said that Security had the others and will get them to Mike.
 - 4.11 Recruitment of New Commission Members – Paula introduced two potential members of Conservation: Angie Marek and Dave Bohnenkamp.
 - 4.12 Volunteer Projects with Aren Helgerson – None.
 - 4.13 Other Unfinished Business – None.
 - New Business – Ms. Wiener asked if the Commission should meet in December. This will be discussed further at the next meeting.
 - 5.0 Next Meeting – Next meeting November 7, 2020 at 9:00am
 - 6.0 Adjournment – Henry Doden made a motion, meeting was adjourned at 10:12am.
 - Please notify Paula of items to put on the Agenda at least two weeks before the meeting.
- Respectfully submitted, Karen Drogosz



LEGAL COMMISSION MINUTES SEPTEMBER 21, 2020 APPROVED

- 1.0 Call to Order – Sandra Malahy, Chairperson pro tem, called the meeting to order at 6:02 p.m. Members present via Zoom: Sandra Malahy, Bill Doran, Steve Jennings, Jody Ware, Dave Allgood, and General Manager Shaun Nordlie. Absent: Rich Krasula.
- 2.0 Approve the minutes of the September 9, 2020 meeting – Jody Ware made a motion to approve the minutes of the September 9, 2020 meeting, seconded by Steve Jennings. Minutes were approved by Bill Doran, Jody Ware, Steve Jennings, Dave Allgood, and Sandra Malahy.
- 3.0 Unfinished Business
 - 3.1 Create the PowerPoint for the September 23, 2020 Town Hall meeting - Jody recapped the documents presented, and questions collected from the audience of the September 19th Board meeting. Town Hall meeting is September 23rd in person, via Zoom or Facebook Live. Jody and Shaun will begin the Town Hall meeting with the Covenants through Article V.
 - 3.2 Edit Declaration and Bylaws as agreed upon at the September 9, 2020 Legal Commission meeting, 3.3 Review Board comments from the September 19, 2020 meeting, and 3.4 Study options for Member approval as submitted by K&C - Unfinished Business 3.2, 3.3, and 3.4 were discussed inclusively rather than independently. The Commission viewed and discussed the questions submitted by members from the September 19th Board meeting and made edits to several Declaration and Bylaws documents.
 - Talking points from the Declarations included:
 - Preamble: numbers six and seven.
 - Article III, Section 11: wells.

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Member FDIC

MONTHLY COMMISSION REPORTS

Article II, Section 3: acquiring and selling reserved property. The Commission will discuss this further.

Article III, Section 14: notification to the Association regarding rentals.

Article V, Section 3a: punctuation error.

Article VI, Sections 8-13: change to 7-13.

Article VII, Section 7: punctuation errors.

Article X, Sections 1, 2, 3: punctuation errors.

Talking points from the Declarations and Bylaws included:

Declaration Article VII, Section 3 and Bylaws Article XI, Section 12 should mirror each other.

Talking points from the Bylaws included:

Article I, Section 2: punctuation error.

Article I, Section 1.b.v.i: consider adding language.

Article I, Section 1.d: edit language.

Article II, Section 1: suggested stand-alone language.

Consistent language between the Declaration and Restated Covenants.

Article VIII, Section 3: edit language and reorder all paragraphs.

Article VIII, Section 6: edit language/punctuation.

Article IX, Section 2: leave language at the end of Section 2 and change to VI. This is not permitted by law.

Article XI: List AECC above Recreation Commission.

Article XI, Section 13 and 15: Change committee to Commission.

Article XV, Section 4: language edit.

Talking point from the Declaration included:

Article IV, Section 14: Why is leasing lots language in the Declaration?

Talking point from the Bylaws included:

Article VIII, Section 10: Quorum language.

3.5 Simple Versions of the Documents Explaining Reasons for Change – Bill Doran will prepare the next set of documents. Jody Ware prepared three documents for publication.

3.6 Town Hall Presentation - Wednesday, September 23, 2020 – Discussed Commission expectations.

4.0 New Business – This agenda item was not discussed.

5.0 Other – This agenda item was not discussed.

6.0 Next Scheduled Meeting Date – Tuesday, October 6, 2020 at 6:00 p.m. via Zoom.

7.0 Adjourn – Steve Jennings made a motion to adjourn the meeting at 7:58 p.m.

Respectfully submitted, Sandra Malahy



LEGAL COMMISSION MINUTES OCTOBER 6, 2020 UNAPPROVED

Call to Order – Sandra Malahy, Chairperson pro tem, called the meeting to order at

6:06 p.m. Members present via Zoom: Sandra Malahy, Bill Doran, Steve Jennings, Jody Ware, Dave Allgood, and General Manager Shaun Nordlie. Absent: Rich Krasula.

2.0 Approve the minutes of the September 21, 2020 meeting – Bill Doran made a motion to approve the minutes of the September 21, 2020 meeting, seconded by Steve Jennings. Minutes were approved by Bill Doran, Jody Ware, Steve Jennings, Dave Allgood, and Sandra Malahy. Unfinished Business

3.1 Review of the September 23, 2020 Town Hall meeting -

Concerns regarding the Board's authority to purchase land and make major capital expenditures.

Language proposals regarding membership votes.

Bylaw Article IV, Section 4.

3.2 Discuss Questions from Owners Regarding the Documents -

The Commission discussed the answers to the questions. Both questions and answers will be posted on the website.

3.3 Plan for October 7, 2020 Town Hall meeting -

The Commission discussed the PowerPoint presentation.

Reviewed the agenda.

Legal Commission responsibilities and recommendations.

Speakers must announce themselves and give their lot number.

Allowable capacity in attendance / COVID-19 restrictions.

Questions from the previous meeting will be addressed.

3.4 Ideas for November Apple Core.

Deadline for articles is October 22nd.

4.0 New Business - Discuss civil unions and common law marriage at next meeting and consult with K&C regarding this topic.

5.0 Other – This agenda item was not discussed.

6.0 Next Scheduled Meeting Date – Thursday, October 15, 2020 at 6:00 p.m. via Zoom and

Monday, October 26, 2020 at 6:00 p.m. via Zoom.

7.0 Adjourn – Bill Doran made a motion to adjourn the meeting at 8:17 p.m.

Respectfully submitted, Sandra Malahy



NOMINATING COMMITTEE MINUTES SEPTEMBER 24, 2020 UNAPPROVED

1.0 Call to Order - The meeting was called to order by Chairman Mike Yorke at 9:00 a.m.

Members present: JoAnn Blackmore, John Killeen, Tom Sheehan, Chairman Mike Yorke, Vice Chairman Bill Bourell, and Secretary Dave Bohnenkamp. General Manager Shaun Nordlie was also present.

2.0 Approve minutes from August 18, 2020 - JoAnn Blackmore motioned to approve the minutes from August 18, 2020. Second by Tom Sheehan. Motion approved.

3.0 Discuss plans for recruitment of new candidates for 2021 election - Discussion on main objective to have at least five candidates run for the Board. Question raised regarding ACL eligibility of spouses not on recorded property deed. G.M. Shaun Nordlie said he would consult with attorneys and report back to committee.

4.0 Other - Discussed calendar deadlines for candidate applications, biographies, etc.

4.1 Chairman Mike Yorke inquired about electronic voting. G.M. Shaun Nordlie thought that it would be a good possibility.

4.2 Vice Chairman Bill Bourell inquired about the possibility of videotaping candidates' questions and answers. Discussion followed. G.M. Shaun Nordlie said he would ask Tim Brokl and Kirsten Heim to attend the October 15, 2020 meeting.

4.3 Discussion on an informal event to be held at the Pro Shop on November 7, 2020 at 1p.m. Prospective candidates could ask questions about the role and responsibilities from current and former Board members.

4.4 Chairman Mike Yorke said that we should encourage diversity on the ACL Board to get a cross section representation of our community. Committee agreed.

5.0 Next Meeting Date - October 15, 2020 at 9 a.m.

6.0 Adjournment - John Killeen motioned to adjourn meeting. Meeting adjourned at 9:52 a.m.

Respectfully submitted, Dave Bohnenkamp, Secretary



RECREATION COMMISSION MINUTES SEPTEMBER 21, 2020 UNAPPROVED

1.0 Call to Order – Fern Tribbey called the meeting to order at 9:10 am. Members present: Mary Hannon, Fern Tribbey, Lee Causero, John Diehl and Board Liaison Steve Tribbey. Guests: Tim Brokl and Kirsten Heim. Members absent Sheila Gee.

2.0 Approve August 17, 2020 minutes – Lee moves to approve the minutes as written. John seconds to approve the minutes. The minutes are approved.

3.0 Planning Groups – Carolyn from the Farm to Table Planning Group is already looking ahead to next year's event.

3.1 Haunted Trail alternative Oct. 24 discuss alternative – The Canyon Carving Contest will take place in October. The Carving Contest will be an on-your-own event where participants will pick up their own pumpkin and carve it to their desired design and then submit a photo of their carved pumpkin with the #CanyonCarvingContest on our Facebook Group page, similar to the ACL Deck the Walls Photo Contest that is currently underway. These pumpkin submissions will then be gathered and placed in a photo album on the ACL Facebook page for voting. In addition to the Canyon Carving Contest, the ACL Halloween Spirit Tour will take place from 7:00 – 10:00 pm Friday, October 23rd and Saturday, October 24th. Participants can register online, or by dropping off a paper registration form to the office via curbside delivery. This event will give Property Owners the opportunity to decorate their home or campsite in the name of Halloween. Once registration closes a map will be generated of all the participant home locations and will be posted online and printed for pickup. Voting for both the Canyon Carving Contest and the ACL Halloween Spirit Tour will take place on the Apple Canyon Lake POA Facebook page. The winners will be announced, and prizes will be awarded to the top three voted on pumpkins and Halloween Spirit home(s)/campsite(s). We also discussed the possibility of introducing a popup hot dog grab-and-go event in October – date and time are currently up in the air.

4.0 Summer Concerts

4.1 Ten Gallon Hat TBD – Unfortunately, after discussing with Ten Gallon Hat, they did not have any desirable dates open to host a concert for the

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remainder of the year.

5.0 Other Unfinished Business – At their last meeting, the Board voted to approve the new Recreation Commission charge which was formulated during our August 17th Recreation Commission meeting.

6.0 New Business – At this time, we are shifting towards planning our winter activities and events - Cookies with Santa and the Tree Lighting. We are discussing alternative options and locations for both events and will discuss in further depth at the next meeting on October 19th.

7.0 Next Meeting Date - Oct. 19, 2020

8.0 Adjournment – John motioned to adjourn us at 10:30 am.

Respectfully submitted, Kirsten Heim, Secretary



RULES & REGULATIONS COMMISSION MINUTES

OCTOBER 2, 2020

UNAPPROVED

The following Commission members were present: Chair Vickie Sershon, Fern Tribbey, Mike Harris, Fred Pfeiffer, Bob Fitzjerrells and George Drogosz. Member absent: Bob Stanger. Guests: General Manager Shaun Nordlie, Security/Aquatics Manager Julie Janssen (Zoom) and Steve Tribbey.

1.0 Call to Order – Chair Vickie Sershon called the Rules & Regulations Commission meeting to order on September 11, 2020 at 9:58am.

2.0 Approve Minutes of September 11, 2020 meeting – The September 11, 2020 minutes were approved as presented with a motion from George Drogosz and seconded by Fern Tribbey, with Bob Stanger abstaining. Motion passed.

3.0 Unfinished Business

3.1 Ice Fishing – ACL Board approved.

3.2 Tennis Court/Sport Complex – ACL Board approved.

3.3 New Home Construction (to be removed from Rules & Regulations to Building Codes under AECC – ACL Board approved.

3.4 Amenity Tags – This item will be presented to the ACL Board at a later date.

3.5 Noise Nuisance – This item will be presented to the ACL Board at a later date.

3.6 Unregistered vs Illegal Vehicles Fines – This item will be presented to the ACL Board at a later date.

3.7 Lake – Mr. Nordlie reviewed this section with the Commission and after discussion and questions, George Drogosz motioned and Fern Tribbey seconded, "Rules & Regs recommends to the ACL Board to approve Section VII Lake attached document with noted changes." Motion passed.

3.8 Fishing Rules – Mr. Nordlie reviewed this section with the Commission and after discussion and questions, George Drogosz motioned and

Fred Pfeiffer seconded, "Rules & Regs recommends to the ACL Board to approve Section VIII Fishing Rules attached document with noted changes." Motion passed.

3.9 Other Unfinished Business – None.

4.0 New Business

4.1 Deer Management Commission request (Practice Broadheads) – Mr. Nordlie shared the minutes of the Deer Management Commission's discussion on the use of broadheads, how they are tearing up targets and the difficulty to remove them from the targets. After a discussion, Fred Pfeiffer motioned and Bob Fitzjerrells seconded, "Rule & Regs recommends to the ACL Board to approve the insertion of the following verbiage in Section XX Hunting to read "practice broadheads will be allowed for qualifying." Motion passed.

4.2 Other New Business – None.

5.0 Meeting Date – Next meeting will be on Friday, November 6, 2020 at 10:00am.

6.0 Adjournment – George Drogosz motioned; meeting was adjourned by general consent at 10:30am.

Respectfully Submitted, Karen Drogosz



TOWN HALL MEETING MINUTES

SEPTEMBER 23, 2020

UNAPPROVED

1.0 Call to Order – Legal Commission member Jody Ware called the Town Hall meeting (part 1) of the Apple Canyon Lake Property Owners Association to order at 6:00pm on Wednesday September 23, 2020 with the following directors in attendance: Steve Borst, Henry Doden, Mike Harris, Barb Hendren, Tom Ohms, Steve Tribbey, Jody Ware, and Gordon Williams. From the Legal Commission: Dave Allgood in person and Steve Jennings and Bill Doran via Zoom. General Manager Shaun Nordlie was also in attendance.

2.0 Jody Ware began by explaining that tonight's meeting will cover Articles 1-5 of the Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners Association. A packet was handed out at the door. This material was also available online for those participating remotely. Ms. Ware asked all participants to take notes and write down questions so that these can be brought back to the Legal Commission for further review. Questions and comments will be gathered, and responses will be posted.

3.0 Town Hall meetings will be held 6:00-8:00pm live in person and via Zoom

3.1 September 23, 2020 – Amended Covenants (Articles I through Article V)

3.2 October 7, 2020 – Amended Covenants

3.3 October 21, 2020 – Amended Bylaws

3.4 October 28, 2020 – Amended Bylaws



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4.0 Background history – The Legal Commission has taken five years to go through these documents word by word and then have had ACL’s legal counsel Keay & Costello review their work. The Legal Commission will make their recommendation to the ACL BOD at the November 21, 2020 meeting for an affirmative vote to present these new documents to the ACL Membership for an affirmative vote.

Charge: *The Legal Commission shall review the ACLPOA Covenants and Restrictions, Bylaws, Board Policies, and Rules and Regulations and make recommendations to the Board of Directors and membership for changes based on current and perceived future needs of the Association. These recommendations to include long range planning and use of private properties as addressed in the governing documents. The Legal Commission shall make reports when appropriate to the membership with the objective of informing and educating the ACLPOA regarding their recommendations.*

5.0 Voting Procedure – Declaration needs the affirmative vote from 2/3 of eligible members. There are 2,743 lots at ACL which will require 1830 “yes” votes to pass.

5.1 The distribution of ballots in January 2021

5.2 Mail or scan your vote in

5.3 Public meeting February 6, 2021

5.4 If less than 1830 vote, the meeting will not be adjourned but will be reconvened to try again.

6.0 Collecting feedback and input methods

6.1 Town hall meetings

6.2 Paper notes

6.3 Zoom participation

6.4 Facebook Live

6.5 ACLPOA webpage FAQ (please leave your name and email address)

7.0 Jody Ware described Exhibits A, B, & C.

7.1 Exhibit A is a description of properties in Subdivisions and when they were recorded at Jo Daviess County Recorder of Deeds

7.2 Exhibit B is the Schedule of Reserved Properties as defined in Article II, Section 3.

7.3 Exhibit C is the Schedule of Restricted Lots as defined in Article VI, Section 12.

8.0 Reviewed the Declarations Title (present & proposed)

8.1 Ms. Ware used the packet entitled “ACLPOA Covenants Made Simple” to illuminate the changes in the edited version of the original document.

8.2 What has changed?

8.2.1 2017 had

8.2.1.1 CICAA (which was brought into law July 29, 2010)

8.2.1.2 Articles of Incorporation (these are the charters that give life to the Association)

8.2.1.3 Covenants & Restrictions

8.2.1.4 Board Approved Policies

8.2.1.5 Board Approved Committee Operations & Procedures

8.2.2 2021 has

8.2.2.1 CICAA

8.2.2.2 the Illinois General Not for Profit Act

8.2.2.3 Articles of Incorporation (these are the charters that give life to the Association)

8.2.2.4 Declarations (Covenants that are the legal contract between the owners and the Association)

8.2.2.5 Bylaws

8.2.2.6 Types of Property at ACL

8.2.2.6.1 Reserved Properties

8.2.2.6.2 Common Properties

8.2.2.6.3 Owner Properties

8.2.2.7 AECC (The ACL Building Code that was approved by the ACL BOD on May 16, 2020 and mirrors the Jo Daviess Building Code and the International Building Code. This may be amended from time to time.)

8.2.2.8 Board Approved Policies

8.2.2.9 Rules & Regulations

8.2.2.10 Board Approved Committee/Commission Operations & Procedures

9.0 Shaun Nordlie described and differentiated “Who are you and what is your role?”

9.1 Member

9.2 Natural Person

9.3 Owner/Legal Entity

9.4 Voting Member

9.5 Occupant

10.0 Ms. Ware Went through and explained Articles II - V.

10.1 Article II, Property Subject to this Declaration, Additions There To, and Mergers

10.1.1 Section 3 - Discussion on votes needed to purchase and acquire land.

10.2 Article III, General Restrictions

10.2.1 Section 1 - land use & building type. Discussion on building types and uses, renting and leasing.

10.2.2 Section 8 – home occupations, mirroring the Jo Daviess County allowances. Addresses animals that may be kept on ACL Properties.

10.2.3 Section 9 – Temporary structures

10.2.4 Section 11 – Wells and plumbing

10.2.5 Section 12 – Nonconforming uses

10.2.6 Section 13 – Deviations by agreement with the Association, other permitted uses

10.2.7 Section 14 – Leasing property, CICAA Section 1-35 (a). Discussion on leasing.

10.2.8 Section 15 – Use of land by non-owners. New language referring to “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 owner of such dwelling”.

10.2.9 Section 16 – Lot combination

10.3 Article IV – Membership voting rights. Refer to “Who are you in the proposed covenants and what’s your role?”

10.4 Article V – Property Rights in the Common Properties

10.4.1 Section 4 – Rights of Owner’s Spouses

11.0 Ms. Ware encouraged people to join the Legal Commission, get involved and be part of the solution. Mr. Allgood encouraged people to submit in writing all questions and comments so they can formulate a well thought out response to post. This is a public meeting and everyone’s voice must be heard.

12.0 Jody Ware adjourned the meeting at 7:50pm.

Note: This meeting was available to participate in via Zoom. It was streamed live on Facebook. It is available on the ACLPOA webpage.

Respectfully submitted, Steven Tribbey, ACL BOD Corporate Secretary



TRAILS COMMISSION MEETING MINUTES

SEPTEMBER 26, 2020

UNAPPROVED

1.0 Call to Order – Meeting was called to order at 08:01am by Chairman Tom Ohms. Members present: Tom Ohms, Ron Manderschied, George Drogosz, Henry Doden, Rick Paulson, and Penny Diehl. Absent members: Allen Hendren, Gary Hannon, Deb and Bob Laethem. Guests: Shaun Nordlie and Steve Tribbey.

2.0 Approve August 29, 2020 meeting minutes – Motion to approve made by George Drogosz and seconded by Rick Paulson.

3.0 Unfinished Business

3.1 Dust Control Updates - There have been mixed reviews on efficacy by property owners affected by the dust. Another application will be made for determination of worth.

3.2 North Bay Update - Still in planning phase, to be determined in approximately one week.

3.3 Other Unfinished Business - Winchester Access is still under consideration. There needs to be a wider area opened up near the dog beach due to a recent rollover accident, a tree may need to be removed, an X will be placed to verify correct one.

4.0 New Business

4.1 Work Day on Trails - See attached list from Julie Janssen. A great thank you!! “shout out” to the extra Property Owners who showed up to assist the Trails Commission members: Randy and Pam Meyer, John Killeen, Pat Mannix, Steve Tribbey, and John Diehl. Tom invited all to have a pizza lunch at the Pro Shop following the work. Deb and Bob Laethem had also worked on the trails in the week before the meeting.

4.2 Other New Business - Work on the 5-year plan will be done at the next and last meeting of the year. Box culverts need to be considered for the water crossing at North Bay to keep gravel from washing into the lake.

5.0 ACL Department Reports

5.1 General Manager - Shaun Nordlie participated during meeting and passed out notebooks for the Trails Commission members. He also noted the new restrictions for UTVs in Lafayette County, WI - lower speed limits, cracking down on open drinks and having seatbelts in place.

5.2 Maintenance – Ed Ziarko, not present.

5.3 Security – Julie Janssen, not present: accidents for September included UTV rollover on

Fox Ct. three minors and citations issued, UTV rollover off North Apple Canyon Road resulting with DUI and arrest, Gator rollover by the bend after crossing at Apache Dr. heading southbound, and golf cart jumped the Constitution Dr. roadway.

6.0 Next Meeting – October 24, 2020 at 08:00am at Clubhouse or via Zoom.

7.0 Adjournment – Meeting adjourned at 08:17am.

Respectfully submitted, Penny Diehl

Trails Commission Secretary

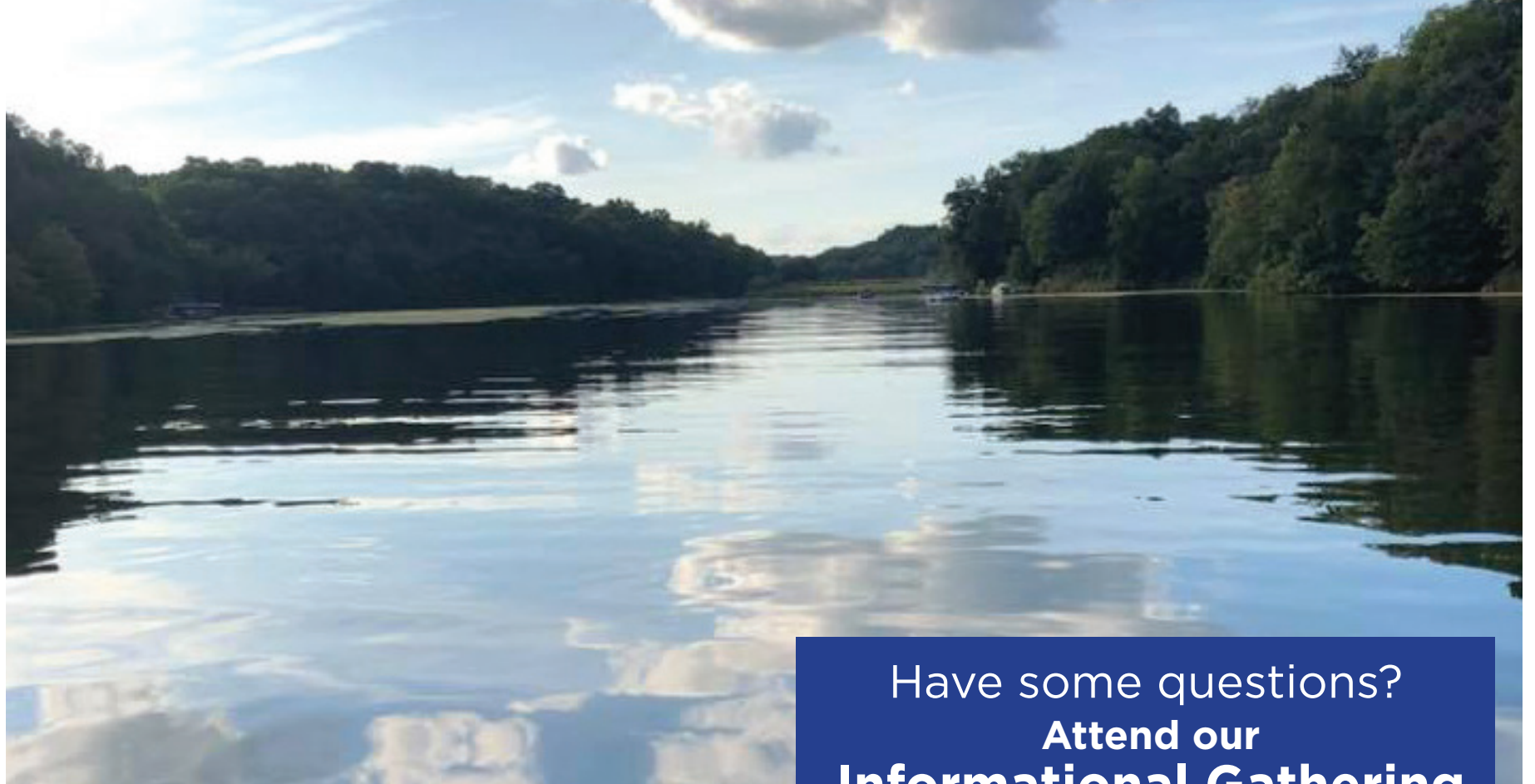
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APPLE CANYON LAKE'S **FIREHOUSE FITNESS** 14A159 CANYON CLUB DRIVE OPEN DAILY, from 5 am - 10 pm FREE MEMBERSHIP TO ALL ACL OWNERS! **FIREHOUSE FITNESS** Feel the burn.

HELP US REACH OUR GOALS

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



Have some questions?
 Attend our
Informational Gathering
 to learn more!
Saturday, November 7 at 1 pm
 at the ACL Pro Shop

Are you UP for the challenge?

Can you answer “Yes!”
 to any of these questions?

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



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

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

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

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

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

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

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


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

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

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

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

If you feel you could serve the Association in this capacity, fill out the brief form shown and mail it to the ACLPOA Office by **January 18, 2020**.
 Your brief bio and answers to written questions will be published online, in *The Apple Core* and mailed with the ballot material. Also, a **“Meet the Candidates” forum is scheduled for April 17, 2021 following the BOD meeting**. The minutes from the forum will be published as well. The election will be held June 12, 2021 at the ACLPOA Annual Meeting. The Ballots will be mailed to the membership at least 30 days earlier.
 Questions may be directed to the ACLPOA Administrative Office at 815-492-2238 or email them to officemanager@applecanyonlake.org.



Application for Candidacy
ACL BOARD OF DIRECTORS ANNUAL ELECTION

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

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

Mailing address:

 Street

 City State Zip

 ACL address (if different) email address

 Home phone Work phone Cell

 Are you bondable? Yes No

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

Thank You,
 ACL Nominating Committee

Return Form to:
 ACLPOA
 Attn: Admin Assistant/Nominating Committee
 14A157 Canyon Club Drive,
 Apple River, IL 61001
 FAX: 815-492-2160
 Attn: Nominating Committee
 Email: adminassistant@applecanyonlake.org

For Office Use Only: _____
 Date Received Received By

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 (2/3) affirmative vote of the Board of Directors.

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

Declaration Article III Section 3

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

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

Declaration Article III Section 5

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

A: Dwellings, Dwelling Accessory Buildings, Garages, attached decks and sanitary systems are not allowed within the 100' setback. The definition of Dwelling is any building located on any Lot or an individual living unit in a Multifamily Structure intended for the shelter and housing of a single family. The definition of Dwelling Accessory Building is a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

We feel that a structure is covered within these definitions.

Declaration Article IX Section 6c

Q: I do not understand the reference to Tom Hanks

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

Declaration Article V Section 4

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

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

Declaration Article III Section 13b

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

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

Included in this version of the Apple Core are 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 815-492-2238 and arranging a pickup time. These documents will be updated as necessary on the webpage as the Legal Commission makes adjustments during the Town Hall and Board of Directors review. We will also have updated versions of the Declaration in the November Apple Core and the Bylaws in December.

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

Declaration Article III Section 11

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

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

Declaration Article VI Section 7 – now deleted

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

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

Declaration Article IV Section 14

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

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

Declaration Article VII Section 3 and Bylaws Article XI Section 12

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

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

Bylaws Article V Section 2

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

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

Bylaws Article VII Section 6

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

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

Bylaws Article VIII Section 9

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

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

Bylaws Article IX Section 2

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

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

Declaration, Article VI, Section 7:

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

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

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

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

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

CONTINUED ON NEXT PAGE

Changes in Proposed Declaration and Bylaws, CONTINUED FROM PREVIOUS PAGE

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

Article VII, Section 1, A, Sentence 1:

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

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

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

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

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

Article VII, Section 3, Sentence 3:

Q: Sentence 3 additional sentence, "In the event the Board is unable to appoint an architect, licensed engineer or building contractor to the AECC, the Association may retain one or more of the same from time to time to consult and advise the AECC in the performance of its duties." Basically, this sentence expresses the same meaning as Sentence 6 that has been in the language. Sentence 6 states, "The AECC, subject to the Board's approval, may engage such inspectors or agents to assist it in the performance of its duties and responsibilities." Why is sentence 3 necessary?

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

Article VIII, Section 1, Sentence 4:

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

A: The word monthly will be inserted as requested.

Article III, "General Restrictions" Energy Policy Statement

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

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

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

Declartaion, Article VI, Section 9b

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

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

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

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

Submit a Question at www.applecanyonlake.org

How to Get the Information

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

1. Go to the Association website and then open the Town Hall page www.applecanyonlake.org/townhall - 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?	Definition	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
Legal Entity	"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

Understanding the Differences Between the Covenants (Declaration) and Bylaws

In 2018, the State of Illinois had 18,700 Homeowner Associations and a rounded estimated number of 3,801,000 residents in these Associations. Apple Canyon Lake has 2,743 lots with single or multiple Owners. Each lot has one Voting Member. There are two very important governing documents in a Homeowner's Association. They are: Covenants, Conditions, and Restrictions (CC&R) and Bylaws. The purpose of this article is to share the purpose of each document and the role they play as an Owner/Voting Member at Apple Canyon Lake Property Owners' Association.

Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association

This is the name of the governing document that you will be asked to cast a vote on in January. The "Declaration" is a legally binding document that is officially recorded with the Office of the Recorder of Deeds, Jo Daviess County, Illinois. The Declaration, commonly known as the covenants and restrictions, is a legal contract that binds homeowners to the Association and the Association to each of the homeowners. To a large extent, the covenants and restrictions identify unit (lots) and common areas, define maintenance obligations of owners and the association, and otherwise stipulate how the land can and cannot be used.

The Declaration covers the rights and obligations of the homeowners' Association to its members and the Association. The contents often include: property-use restrictions; clearly defines maintenance obligations for the homeowners' association and individual members; mechanisms for rule enforcement and dispute resolution; lender protection provisions; assessment obligations and insurance obligations.

The proposed changes in the Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association needs 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 such 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 2,743 lots in Apple Canyon Lake Property Owners' Association. Two-Thirds (2/3) affirmative votes mean that we need 1,830 affirmative votes

in order to change the 2017 Declaration to the 2021 Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association.

Bylaws - Amended and Restated Bylaws for Apple Canyon Lake Property Owners' Association

The Covenants or Declaration cover the "what" of the homeowners' association. The Bylaws cover the "how." The proposed Amended and Restated Bylaws for Apple Canyon Lake Property Owners' Association establishes the structure of day-to-day governance of the homeowners' association. The Bylaws are operational guidelines, dealing with organizational and administrative aspects of the homeowners' community. The Bylaws include language on: frequency of homeowners' association board elections; process for nominating and electing new board members; number of members that serve at one time; length of board member service terms; meeting frequency and quorum requirements; and, duties and responsibilities of board members.

The proposed changes in the Amended and Restated Bylaws for Apple Canyon Lake Property Owners' Association needs the affirmative vote of two-thirds (2/3) of the votes cast by the Voting Members voting at a regular or special meeting of the Voting Members. The following notice of such meeting sent to all Voting Members must be at least fourteen (14) and not more than forty (40) days in advance and upon its recording in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.

There are 2,743 Lots in Apple Canyon Lake Property Owners' Association. Two-thirds (2/3) affirmative votes mean that hypothetically if only 1,000 Voting Members vote, we need 667 affirmative votes in order to change the 2017 Apple Canyon Lake Property Owners' Amended and Restated Bylaws.

Both the Declaration and the Bylaws cannot be changed without a membership vote. The updating of Apple Canyon Lake Property Owners' proposed documents has been worked on by members of the Legal Commission for the past five years under the guidance of the Association attorneys from Key and Costello. In January, the Voting Members will be asked to cast a vote on a ballot to affirm the adoption and recording of the documents with the Jo Daviess County Office of the Recorder of Deeds.

Please take the time to understand both documents and exercise your role as a Voting Member. Let's all get involved.

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.

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COMPARISON TO BYLAWS AS OF SEPTEMBER 23, 2020

<p><u>September 23, 2020</u></p> <p>APPLE CANYON LAKE PROPERTY LAKE PROPERTY OWNERS' ASSOCIATION</p> <p>AMENDED AND RESTATED BYLAWS</p> <p><u>2019 Version</u></p> <p>PREAMBLE</p> <p>This instrument is recorded for the purpose of replacing, in its entirety, the Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws (hereinafter referred to as the "2017 Bylaws"), recorded on November 21, 2017 as Document No. 396754 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.</p> <p>This Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws is adopted pursuant to the provisions of Article XVII, Sections 1 and 2 of the 2017 Bylaws. This Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws, the text of which is set forth below, shall become effective following its approval by the affirmative vote of two-thirds (2/3) of the votes cast by the Voting Members voting at a regular or special meeting of the Voting Members, provided that notice of such meeting shall be sent to all Voting Members at least fourteen (14), and not more than forty (40), days in advance of such meeting, and upon its recording in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.</p> <p>This Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws, as adopted, shall be included among Apple Canyon Lake Property Owners' Association Governing Documents, as amended from time to time, sometimes described as "Community Instruments", which shall be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control:</p> <ol style="list-style-type: none"> <u>1. Illinois Common Interest Community Association Act ("CICAA") (765 ILCS 160/1-1 et. seq.)</u> <u>Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.)</u> <u>Articles of Incorporation</u> <u>Declaration</u> <u>Bylaws</u> <u>ACL Building and Environmental Code</u> <u>Board Approved Policies</u> <u>Rules and Regulations EFFECTIVE NOVEMBER 6, 2011</u> <u>Board Approved Committee/Commission Operations and Procedures</u> 	<p><u>September 23, 2020</u></p> <p>RECITALS</p> <p>WHEREAS, the Apple Canyon Lake Property Owners' Association (hereinafter referred to as the "Association"), through its Board of Directors, administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as "The Properties", as further defined in the Declaration);</p> <p>WHEREAS, the 2017 Bylaws were recorded on November 21, 2017 as Document No. 396754 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois;</p> <p>WHEREAS, the Board and the Owners of the Association desire to amend and restate the 2017 Bylaws, replacing it, in its entirety, with this Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws;</p> <p>WHEREAS, this Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws is adopted pursuant to Article XVII, Sections 1 and 2 of the 2017 Bylaws, having been approved by the affirmative vote of two-thirds (2/3) of the votes cast by the Voting Members voting at a regular or special meeting of the Voting Members, following notice of such meeting sent to all Voting Members at least fourteen (14), and not more than forty (40) days in advance thereof; and</p> <p>WHEREAS, this Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws shall become effective upon recordation in the Offices of the Recorder of Deeds of Jo Daviess County, Illinois.</p> <p>NOW THEREFORE, the 2017 Bylaws are hereby amended and restated as follows:</p> <p>ARTICLE I DEFINITIONS <u>Section 1.</u></p> <p>All capitalized terms used, but not otherwise defined in these Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws (hereinafter referred to as the "Bylaws") which are defined in the Amended and Restated Declaration of Covenants and Restrictions, effective November 6, 2014 for Apple Canyon Lake Property Owners' Association, as amended from time to time, (hereinafter referred to as the Restated Declaration/Covenants) shall have the same meaning when used in these Bylaws.</p> <p><u>Section 2.</u></p> <ol style="list-style-type: none"> CICAA shall mean the Common Interest Community Association Act, Public Act 096-1400, (765 ILCS 160), effective July 29, 2010, <u>1 et. seq.</u> as hereafter amended or supplemented under applicable Illinois law. Governing Documents, sometimes described as Community Instruments, shall be understood to mean all of the following. In the event of any inconsistency in the provisions of any of the Governing Documents, the lower numbered document shall control: 	<p><u>September 23, 2020</u></p> <p>i. <u>CICAA</u></p> <p>ii. <u>Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.)</u></p> <p>iii. <u>Restated Articles of Incorporation effective November 6, 2014.</u></p> <p>iii. <u>Restated Covenants effective November 6, 2014, as amended.</u></p> <p>iv. <u>Restated Bylaws, effective November 6, 2011 Covenants, as amended.</u></p> <p>v. <u>These Bylaws, Rules and Regulations, revised September 20, 2009, as adopted and amended from time to time.</u></p> <p>viii. <u>ACL Building & Environmental Code</u></p> <p>vii. <u>Board Approved Policies, as adopted and amended from time to time.</u></p> <p>viii. <u>Rules and Regulations, as adopted and amended from time to time.</u></p> <p>vii. <u>Board Approved Committee/Commission Operations and Procedures, as adopted and amended from time to time.</u></p> <p>be. <u>Restated "Articles of Incorporation" shall mean the Restated Articles of Incorporation approved by the members Voting Members of the Association, to be effective on November 6, 2014, as amended.</u></p> <p>cd. <u>"The Apple Core" shall mean the newspaper published periodically (typically monthly) by the Association and sent postage prepaid via the United States Postal Service to all Owners and Voting Members at their last known address, and available on the Association website as of the date of publication and mailing, which contains notices of all regular and special meetings of the Association's Voting Members and its Board of Directors, and information, news and commentary with respect to the Common Properties and Facilities, and the activities, finances and projects of the Association. Publication of notices of meetings, Association documents, including but not limited to the annual budget, annual and special dues and assessments, fees, minutes of the meetings of the Board and the Committees and Commissions of the Association shall constitute notice as required by law and Association's Governing Documents, which shall be deemed to have been sent to all Owners and Voting Members on the day it is mailed. The Board shall adopt policies regarding the publication of any and all materials to be printed in The Apple Core, which shall be administered by the Editorial Review Commissiontee. (See Article XXXI, Section 182.)</u></p> <p>de. <u>"Voting Member Ticket" shall mean a petition signed by fifty (50) Voting Members which identifies the name(s) of the Member/Owner whose name is to be added to the Ballot by the Nominating Committee along with all other candidates to be elected to the Board by the Voting Members at the next election, as provided in Article VII, Section 5 of these Bylaws.</u></p> <p>ef. <u>"Ballot Envelope" shall mean an envelope clearly designated on the outside as a Ballot Envelope, which shall be used by Voting Members to insert the Written Ballot(s) the Voting Member(s) is casting in any election. The Ballot Envelope</u></p>
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shall contain no information that would identify the Voting Member using it or the nature of the vote being cast by said Voting Member.

fg. "Return Envelope" shall mean an envelope prepared by the Association and sent to each Voting Member for the purpose of being used for the return of Ballot Envelopes to the Association in connection with all votes being conducted by the Association. All Return Envelopes shall be addressed to the offices of the Association, and shall have clearly designated on the outside the identity of the Voting Member to whom it was sent, and the identification of each Lot or Dwelling for which the Voting Member has the right to cast Written Ballots.

gh. "Nominating Committee Guidelines" shall mean the written procedures adopted by the Nominating Committee and approved by the Board that shall be followed by the Nominating Committee in the recruitment and interviewing of candidates for the Board, and for providing the Voting Members with all relevant information concerning those candidates who seek to be elected to the Board at the next annual meeting. (See Article ~~XIII~~XII, Section ~~3~~10.)

hi. "Tellers Committee Commission Guidelines" shall mean the written procedure procedures adopted by the Tellers Committee Commission and approved by the Board prior to the annual meeting that shall be followed by the Tellers Committee Commission when it counts all Written Ballots cast on all matters during that year. (See Article ~~XIII~~XII, Section ~~4~~17(a).)

**ARTICLE II
MEMBERSHIP**

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

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

Section 2. The membership rights of any Natural Person who is the legal or equitable Owner of any Lot, or is the designated Member of any Lot owned by a Legal Entity, or of any Occupant ~~is~~are subject to the payment of any and all annual and special assessments on all

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Lots and Dwellings owned by said ~~Member~~Owner. Whether or not he or she is personally obligated to pay such dues or assessments, any Member's rights to use the Common Properties and Facilities may be suspended by action of the Board during the period when the dues or assessments remain unpaid. Upon payment of the unpaid dues and assessments, his or her rights and privileges shall be automatically restored.

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

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

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

~~xxx~~

**ARTICLE III
VOTING RIGHTS**

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

~~Section 2. Voting Rights One Voting Member. The Owners of each Lot or Dwelling shall designate one Natural Person as the Voting Member for said Lot or Dwelling. Only the Voting Member, as defined in Article I, Section 1(x), shall be entitled to vote at any regular or special meeting of the Association, and only the Voting Member shall be sent notice of any regular or special meeting of the Association. In the event there are multiple Owners of a Lot or Dwelling who are Natural Persons, including their spouses, and they fail to designate one Natural Person as the Voting Member, the first person named in the deed conveying title to the Lot or Dwelling shall be deemed to be the Voting Member. In the event a Lot or Dwelling is owned by a Legal Entity, it shall designate one Natural Person to be the Voting Member. The failure of a Legal Entity to~~

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~~designate a Voting Member shall be a bar to the right to vote on any matter, and the vote of such Lot or Dwelling shall not be counted for the determination of a quorum. Owners, other than a Legal Entity, may change the designation of the Voting Member at any time by delivering to the Association a written designation, signed by all of the Owners of the Lot or Dwelling, which contains the Voting Member's name, address and telephone number. Any such change in the designation of the Voting Member shall be effective when received by the Association.~~

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

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTIES

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

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

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

ARTICLE V

ASSOCIATION PURPOSES AND POWERS

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

~~To promote the health, safety and welfare of the property owners, residents and guests within all lots and properties (collectively, The Properties) in Branigan's Apple Canyon Lake Subdivision in Jo Daviess County, Illinois, in accordance with plat thereof recorded with the Recorder of Deeds of Jo Daviess County, and such additions thereto as may hereafter be brought within the jurisdiction, functions, duties and membership of the~~

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Association by annexation as provided in the Restated Covenants, effective November 6, 2011, recorded with the Recorder of Deeds of Jo Daviess County, Illinois (as the same may be hereafter amended and supplemented, the Restated Covenants), for the purpose to own, acquire, build, operate and maintain a man-made reservoir, recreational waterway, recreation parks, playgrounds, swimming pools, golf courses, commons, streets, footways, including buildings, structures and personal properties incident thereto (the Common Properties and Facilities); pay any taxes assessed with respect thereto; provide any services normally provided by municipalities such as fire and police protection, enforce any and all covenants and restrictions applicable to The Properties and the Common Properties and Facilities and, insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the owners, residents and guests of The Properties and the Common Properties and Facilities.

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

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

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

Section 5. The Association may be dissolved only upon a resolution adopted by the Board of Directors and approved by at least two-thirds (2/3) of the votes cast by the Voting Members at a special meeting of the Association duly called for such purpose, written notice of which shall be sent at least sixty (60) days in advance of said meeting. At any such meeting a quorum shall consist of twenty percent (20%) of the votes of all Voting Members. Upon dissolution of the Association, the Common Properties and Facilities and the Reserved Properties shall be dedicated to an appropriate public entity to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, the Common Properties and Facilities and the Reserved

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Properties shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition shall be effective to divest or diminish any right or title of any Member Owner vested in such Member Owner under the Restated Declaration Covenants unless made in accordance with the applicable provisions of the Restated Declaration Covenants.

ARTICLE V
BOARD OF DIRECTORS

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

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

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

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

ARTICLE VII

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

ARTICLE VI
VOTING PROCEDURES
ELECTION OF DIRECTORS

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

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

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

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

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

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Voting ~~Members~~Member's eligibility to vote and up until the deadline for casting a vote, request that his or her Return Envelope be returned and that a new Written Ballot(s) and a new Ballot Envelope be supplied to permit such Voting Member to submit ~~ana~~ new Ballot Envelope and a new Written Ballot.

Section 5. Voting Members Ticket. Additional nominations of eligible Owners or Voting Members for election to fill one of the vacancies on the Board, which shall be known as a Voting Members Ticket may be made by Voting Members having at least fifty (50) total votes of Voting Members in the Association presenting a signed petition to the chair of the Nominating Committee not less than sixty (60) days preceding the date of the annual meeting. The Voting Members Ticket shall identify the name of the Owner or Voting Member, and, if he or she meets the qualifications of Article ~~VIV~~, 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 within a reasonable amount of time thereafter, not to exceed ninety (90) days, then Voting Members having at least twenty-percent (20%) of the total votes of Voting Members may bring an action to compel compliance with the election requirements specified in the Bylaws. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board, the Voting Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this Section 6 does not apply.

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

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

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

- a. To elect from the Board members at the first meeting following the annual meeting the President, Vice-President, Treasurer and Secretary, and appoint such other persons who are authorized to serve as Assistant Treasurer or Assistant Secretary, and define their duties.
- b. To meet at least four (4) times annually.
- c. To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Properties and Facilities and the Reserved Properties and Facilities, including the method of approving payment vouchers.
- d. To provide sound financial planning and financial controls, including adopting authorizations identifying those persons who are authorized to sign Association checks and

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other corporate documents and to direct the financial affairs of the Association, and obtain adequate and appropriate insurance, and approve the annual budget for the Association.

e. To prepare and adopt each year an annual budget which shall identify the Association's projected income and expenses for the next year, which shall include an appropriate amount for the repair and replacement of the Association's Common Properties and Reserved Properties, its facilities and equipment, and shall provide an indication of which portions are intended for reserves, capital expenditures, repairs and the payment of real estate taxes. The annual budget shall include a statement of the annual assessment to be paid by the MembersOwners for the next year, and the fees to be charged for the next year. Said a copy of the proposed annual budget shall be published in The Apple Core and posted on the Association's website communicated to each Owner/Voting Member at least thirty (30) days, but not more than sixty (60) days, prior to the meeting of the Board at which the budget is adopted,

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

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

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

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

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

~~part of the Common Properties or Facilities or to the life, health, safety or property of the Owners.~~

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

~~l. To maintain a current roster of all Lots and Dwellings, all of the Owners thereof, the Voting Member designated for each Lot and Dwelling, and the annual and special assessments applicable thereto. Such records shall be kept in the office of the Association and shall be open for examination and copying at convenient hours of weekdays by any MemberOwner or their authorized agent. To prepare an annual directory of the names and addresses of all MembersOwners and make it available to all MembersOwners upon request and the payment of a reasonable fee.~~

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

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

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

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

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

~~r. To call special meetings of the Voting Members whenever it deems necessary, or at any time upon the written request of one-hundred Voting Members holding twenty-five (12.5) percent (20%) of the total votes of in the Voting members Association.~~

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

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

~~u.~~ ~~To cause to be kept and made available for examination and copying at convenient hours of the weekdays by any Owner, all Governing Documents, records in chronological order of the receipts and expenditures affecting the Common Properties and Facilities; all contracts, leases and other agreements entered into by the Board; minutes of all meetings of the Board for a period of not less than seven (7) years; Written Ballots for a period of not less than one year; such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1996; and with respect to any Legal Entities that own Lots or Dwellings, the designation of the Natural Person authorized to vote as a Voting Member. Charges for retrieving and copying any such records shall be made pursuant to Article XVI, Section 4.~~

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

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

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

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

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

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

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

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

~~bbw.~~ To delegate any of its powers in the course of operation to any [committee/Committee](#), officer, employee or agent as permitted by law.

~~ARTICLE VIII~~
BOARD MEETINGS

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

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

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

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~~notice on the Association's website, using any telephonic or electronic communication device, and by posting notice at the Clubhouse and other conspicuous places on the Common Properties, and by United States Mail, postage prepaid, if time permits.~~

~~Section 4. Methods for Notice.~~ Notice of any Special Meeting of the Board or of any regular meeting of the Board at which Budget Matters will be acted upon shall be sent to the members of the Board (i) by United States Mail, postage prepaid, sent to recipient's address on file with the Association, or (ii) by hand delivery, or (iii) by any commonly used electronic media, including but not limited to, email or facsimile, pursuant to electronic communication policies adopted from time to time by the Board, provided that the recipient has provided the Association with his or her fax number or email address or other address for receipt of such electronic communication. Notice Alternatively, instead of such meeting shall be provided to all providing Owners and Voting Members and all other Owners by publication individually with such notice, copies of such notices shall be published in *The Apple Core* and posted on the Association's website and by posting notice at the clubhouse administrative offices, or as otherwise authorized under applicable law, or as permitted in Section 3 for a special meeting called on an expedited schedule.

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

~~Section 4.5. Attendance Constitutes Waiver of Notice.~~ The presence of any Board member or Voting Member at any meeting shall constitute a waiver of the form and time of notice, unless said person states that he or she is present solely to object to the notice, and does not thereafter vote in respect of any action taken at such meeting.

~~Section 5.6. Place and Purpose of Special Meetings.~~ The place, hour and purpose of each special meeting and any regular meeting dealing with Budget Matters Special Meeting shall be set forth in the notice and publication of such Meeting as provided in Section 4.2 of this Article. No business may be transacted at any special meeting, or in respect of any Budget Matters at any regular meeting, except that mentioned in the Notice of such meeting. No action of the Board of Directors may conflict with any official action taken by the Voting Members at a regular annual Annual or Special Meeting of the Voting Members.

~~Section 6.7. Owner's and Voting Member's Comments.~~ A portion of every meeting of the Board must be reserved for comments by the Owners and Voting Members, provided, however, the duration and meeting order for Owners and Voting Members' comments is within the sole discretion of the Board.

~~Section 7.8. Meetings Open to Owners and Voting Members.~~ All regular and special meetings of the Board shall be open to all Owners and Voting Members. All Association business is to be conducted at open meetings, except when the Board determines in its discretion to meet in executive session, either associated with a noticed meeting or separately from a noticed meeting, for the following purposes:

- a. to discuss litigation when an action against or on behalf of the Association is being contemplated or has been filed and is pending in a

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- court or administrative tribunal or when the Board finds that such an action is probable or imminent;
- b. to discuss third-party contracts or information regarding _____ appointment, employment, engagement or dismissal of an employee, _____ independent contractor, agent, or other provider of goods and services;
- c. to interview a potential employee, independent contractor, agent or other _____ provider of goods and services;
- d. to discuss violations of the Association's rules and regulations;
- e. to discuss ~~or consider a Member's~~ Owner's failure to pay any annual or special _____ assessment, or common expenses due the Association; or
- f. to consult with the Association's legal counsel.

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

Section 89. Participation by Telephone. Members of the Board may participate in any meeting by the use of any means of communication, including audio conference or conference telephone call, by which all Board members participating in the meeting may simultaneously hear each other, and participation in a meeting in such manner shall constitute presence in person at the meeting.

Section 94. Quorum. A quorum shall consist of a majority of the members of the Board, incumbent at such time. ~~In no case shall fewer than five (5) votes carry any question voted upon by the Board. In no case shall fewer than five (5) votes carry any question voted upon by the Board.~~

Section 104. Unanimous Board Written Consent. Any action required by law, the Restated Declaration Covenants or ~~these~~ Bylaws to be, or which may be, taken at a meeting of the Board may be taken without a meeting if a unanimous consent in writing, setting forth the action so taken, shall be signed by all Board members entitled to vote with respect to the subject matter.

ARTICLE IX
ARTICLE X

REMOVAL OF DIRECTORS

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

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

Section 3. ~~The call for removal shall identify the causes that support removal. The causes for removal shall include, but not be limited to, failure to attend fifty percent (50%) of the regular meetings of the Board in the twelve (12) month period following the annual meeting, or violation of the Restated Covenants, the Bylaws, or the Association's Rules and Regulations, or failure to pay any amounts that are due the Association, or dereliction of duty, or conduct which tends to injure the good name of the Association, disturb its well-being or hamper its work.~~

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

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

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

ARTICLE XI
GENERAL MANAGER

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

ARTICLE XII
ARTICLE X
OFFICERS

Section 1. The officers shall be President, Vice President, Secretary, and Treasurer, each of whom shall be elected from among the members of the Board (the Executive Officers), and

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such other officers as the Board may elect from time to time from among the Board. To the extent permitted by CICA and other applicable law, the Board may delegate any of the duties of any one officer to or among any one or more other officers, or to the General Manager, as the Board may from time to time determine, provided that the duties of the Executive Officers as members of the Executive Committee may not be delegated.

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

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

Section 4. The President shall:

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

b. ~~Serve for one year.~~

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

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

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

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

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

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

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

Section 6. The Secretary shall:

a. Be the Secretary of the Board and Secretary of the Association.

b. Cause the minutes of all meetings of the Board and of the Voting Members to be kept and, in general, perform all the duties incident to the office of secretary.

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c. Have the authority to co-sign all checks along with any one of the other signatories authorized by the Board, except payroll, and notes of the Association.

d. In the absence of the President and Vice President, call the meeting to order and preside until the election of a chairman *pro tem*, making this action the first item on the agenda.

Section 7. The Treasurer shall:

a. Keep the financial records and books of account.

b. Have the authority to co-sign all checks along with any one of the other signatories authorized by the Board, except payroll, and notes of the Association.

c. See that full and accurate financial records are kept and audited annually by a Certified Public Accountant at the completion of each fiscal year.

d. Report the financial status of the Association to the Board of Directors as requested and to the ~~members~~Owners and Voting Members at the annual meeting.

e. Present to the ~~membership~~Owners and Voting Members at the regular annual meeting a copy of the budget for the current year and the financial statements for the preceding year.

f. Be the chair of the Budget/Audit ~~Committee~~Commission.

**ARTICLE ~~XXXI~~
COMMITTEES/COMMISSIONS**

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

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

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by the Board whenever in its judgment the best interests of the Association shall be served by such removal.

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

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

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

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

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

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

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

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

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Section 29. The Executive Committee shall:

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

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

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

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

The names of all candidates shall be placed on a Written Ballot ~~as provided in Article VII~~, which

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shall be prepared in advance of the time fixed in Article ~~VII~~^{VI}, Section 3 for the mailing of such Written Ballots to the Voting Members. The listing of names on the Written Ballot shall be determined by a lottery conducted by the Nominating Committee.

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

~~Section 112Section 5. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines. At least one member of the Board shall serve as a member of this committee.~~

~~Section 6. The AECC shall be comprised of not less than three (3) representatives who shall be appointed by the Board, and who shall be subject to removal by the Board at any time. The Board shall appoint at least one (1) architect, licensed engineer or building contractor to the AECC, if one is available. In the event the Board is unable to appoint an architect, licensed engineer or building contractor to the AECC, the Association may retain one or more of the same from time to time to consult and advise the AECC in the performance of its duties. The majority of the members of the AECC shall also be Members of the Board. Any vacancies existing from time to time shall be filled by appointments made by the Board. The AECC, subject to the Board's approval, may engage such inspectors or agents to assist it in the performance of its duties and responsibilities. No member of the AECC shall participate in the review of any application in which the member has any interest either as an owner or as the provider of any services for which the member is compensated.~~

~~The Architectural and Environmental Control Committee (AECC) shall be comprised of not less than three (3) representatives. The Board shall appoint at least one (1) architect, licensed engineer or building contractor to the AECC, if one is available, and at least two (2) Board Members to the committee. In the event the Board is unable to appoint an architect, licensed engineer or building contractor to the AECC, the Association may retain one or more of the same from time to time to consult and advise the AECC in the performance of its duties. The majority of the members of the AECC shall be Board Members of the Association. Any vacancies existing from time to time shall be filled by appointments made by the Board. The AECC, subject to the Board's approval, may engage such inspectors or agents to assist it in the performance of its duties and responsibilities. No member of the AECC shall participate in the review of any application in which the member has any interest either as an owner or as the provider of any services for which the member is compensated.~~

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

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~~Section 12. The Recreation Commission shall advise the Board on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.~~

~~Section 713. The Budget/Audit Committee shall be chaired by the Board Treasurer and consist of a member of the Board plus two or more additional members. It shall be the duty of this commission to prepare an annual budget for the fiscal year beginning the first day of January for approval by the Board as provided in Article VIII. The Treasurer shall submit a report on the budget and on the financial condition of the Association to the membership at the Annual Meeting of Members. It shall be the responsibility of this committee to cause an annual audit of the Association books by a certified public accountant, and to make such audit available to the dVII.~~

~~Section 814. The Conservation Committee shall include a member of the Board and shall advise the Board on matters relating to the protection, preservation and improvement of all land and water areas and all flora and fauna within the Apple Canyon Lake watershed.~~

~~Section 915. The Legal Committee shall advise the Board on any legal matters referred to this commission and shall perform such other functions as the Board, in its discretion, determines. At least one member of the Board shall serve as a member of this committee.~~

~~Section 4016. The Rules and Regulations Committee shall include a member of the Board and shall be responsible for monitoring, modifying and formulating rules and regulations to recommend for approval by the Board.~~

~~Section 417. The Tellers Committee shall consist of not less than five (5) members approved by the Board. The Tellers Committee shall:~~

- a. Not less than two (2) months prior to the commencement of the annual meeting adopt written Tellers Committee Guidelines, which will describe the procedures it will follow to count all valid Written Ballots at all votes taken during the following year, which will be submitted to the Board for approval.
- b. Obtain the General Manager's verification that the signature of the Voting Member whose name appears on the Return Envelope is the authorized Voting Member for each of Lot or Dwelling Unit identified on the Return Envelope.
- c. Count all of the Written Ballots cast by all eligible Voting Members, and report the results to the President.
- d. Allow a candidate, or his or her representative, to be present at the counting of the ballots.
- e. Deliver to the General Manager for safekeeping for a period of one (1) year all Return Envelopes and Written Ballots.

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

~~Section 4218. The Editorial Review Committee shall consist of a member of the Board, who shall be the chair, the General Manager, who shall be the vice-chair, the Managing Editor of The Apple Core, who shall be the secretary and such other Owners or Voting Members as the Board may appoint from time to time. This 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.~~

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

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

~~Section 21. With the exception of the Nominating Committee and the Architectural and Environmental Control Committee, each committee shall have power to appoint a subcommittee from among its membership or the membership of any such subcommittee any of its powers, duties and functions subject to the approval of the Board.~~

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

**ARTICLE XIV
MEETINGS OF VOTING MEMBERS**

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

~~Section 2. Special Meetings. Special Meetings of the Voting Members for any purpose may be called at any time by the President, or by any three (3) or more members of the Board, or upon written request of the votes of one hundred Voting Members having at least twenty-five (25) Voting Members, or as otherwise provided, percent (20%) of the total votes in the Bylaws or applicable law/Association.~~

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

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~~special meeting shall be called within thirty (30) days of the date of delivery of the petition pursuant to Section 3.~~

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

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

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

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

~~ARTICLE XXV
WRITTEN BALLOTS~~

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

[September 23, 2020](#)

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

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

~~ARTICLE XVI
BOOKS AND RECORDS~~

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

- ~~a. the Association's Governing Documents and plat of survey, and all amendments thereto;~~
- ~~b. the minutes of all meetings of the Association and the Board of Directors for the immediately preceding seven (7) years;~~
- ~~c. all current policies of insurance of the Association;~~
- ~~d. all contracts, leases, and other agreements to which the Association is a party or under which the Association or the unit owners have obligations or liabilities;~~
- ~~e. a current listing of the names and addresses of all Voting Members entitled to vote, and of all other Members;~~
- ~~f. Written Ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to, the election of members of the Board; and~~
- ~~g. the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to, itemized and detailed records of all receipts and expenditures, and such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986.~~

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

~~Section 3. Except as otherwise provided in Section 5 of this Article, any Member of the Association shall have the right to inspect, examine, and make copies of the records described~~

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~~in subdivisions (d), (e), (f), and (g) of Section 1 of this Article XVI, in person or by agent, at any reasonable time or times at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined.~~

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

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

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

~~ARTICLE XVII
AMENDMENTS~~

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

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

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

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

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

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

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

~~These Bylaws shall become effective November 6, 2014, having been adopted by two-thirds (2/3) of the Members voting at a duly called Special Meeting of the Members on September 24, 2014 and recorded with the Jo-Daviess County Recorder of Deeds.~~

[September 23, 2020](#)

~~ARTICLE XXXIV~~
PARLIAMENTARY AUTHORITY

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

~~ARTICLE XXXV~~
INDEMNIFICATION OF DIRECTORS OR OFFICERS

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

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

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



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COMPARISON TO THE DECLARATION AS OF OCTOBER 20, 2020

October 20, 2020

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

2019 Version

PREAMBLE

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

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

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

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called for the purpose of changing the 2017 Declaration, provided that notice of such meeting shall be sent to all Voting Members at least thirty (30) days in advance, and upon its recording in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.

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

1. CICAA

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

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

3. Articles of Incorporation

4. Declaration Covenants & Restrictions

5. Bylaws

6. ACL Building and Regulations – Environmental Code

7. Board Approved Policies

8. Rules and Regulations

9. Board Approved Committee/Commission Operations and Procedures

RECITALS

WHEREAS, the Amended Declaration truly and accurately reflects the intent of the Restated

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

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

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

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

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

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

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

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

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ARTICLE I
DEFINITIONS

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

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

b. ~~“Association” shall mean and refer to the Apple Canyon Lake Property Owners’ Association, a nonprofit not-for-profit corporation organized and existing under 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 CICA, the Amended this Declaration, the Articles of Incorporation and the Bylaws of the Association.~~

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 ridge roof line as viewed from the street.~~

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

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

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

h. ~~“Common Properties” shall mean and refer to: those areas of land shown on any recorded subdivision plat of the The Properties as “Tract” followed by an alphabetical designation (By way of Example, “Tract A, Tract B, Tract C, Tract D and Tract E in Winchester Unit of Branigar’s Apple Canyon Lake Subdivision according to the plat thereof recorded June 10, 1969, as Document Number 117932 in the Office of the County Recorder.), or by the~~

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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 the 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.

i. ~~“Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners’ Association, as amended from time to time.~~

j. ~~“Driveway” shall mean the surface area by which vehicles regularly enter and exit any Lot, whether paved or not. (See Article III, Section 6.)~~

k. ~~“Dwelling” shall mean any building located on any Lot or an individual living unit in a Multifamily Structure intended for the shelter and housing of a single family.~~

l. ~~“Dwelling Accessory Building” shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.~~

m. ~~“Emergency” shall mean a danger to or a compromise of the structural integrity of the common areas Common Properties or any of the common facilities of the Association. “Emergency” also includes a danger to life, health or safety.~~

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 the prior written approval of the Architectural and Environmental Control Committee (AECC) has been obtained. (See Article III, Section 1.)~~

o. ~~“Ground Floor Area” shall mean the living area Living Space in that story of the Dwelling which is the first story entirely above the established building grade at the building front.~~

p. ~~“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.~~

q. ~~“Living Area Space” shall mean that portion of heated enclosed space within a Dwelling which is enclosed and customarily used utilized for dwelling living, sleeping, eating, cooking, bathing, washing and sanitation purposes but shall Living Space does not include open porches, open terraces, breezeways, garages, three-season rooms, attics, decks, patios, crawl~~

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spaces, attached garages (unless approved in writing by the AECC), carports or Dwelling Accessory Buildings, breezeways, etc.

r. ~~“Lot,” also known as Unit, shall mean any numbered parcel of land, whether or any separately identified condominium unit, in any subdivision as shown on any Declaration plat of The Properties recorded under the provisions of Article II hereof, but not including any of the Common Properties or the Reserved Properties.~~

s. ~~“Lot Area” shall mean the area of a horizontal plane bounded by the vertical planes through front, side, and rear lot lines Lot Lines.~~

t. ~~“Lot Line” shall mean any legal boundary of a Lot as shown on a plat of survey prepared by a licensed surveyor.~~

u. ~~“Member” shall mean and refer to all those Natural Persons who are defined as Members Owners of Lots in the Association or, if the Lots are owned by Legal Entities, the Natural Persons designated by the Legal Entities to function as the Members for the purpose of these Governing Documents as provided in Article IV, Section 1.~~

v. ~~“Multifamily Structure” shall mean and refer to any building containing two (2) or more Dwellings under one roof.~~

w. ~~“Natural Person” shall mean any human being over the who is age of eighteen (18) or older who has the legal capacity to be the grantee of a deed conveying legal or equitable hold title to a Lot or Dwelling in the Association.~~

x. ~~“Occupant” shall mean any person authorized by the Owner to occupy a Dwelling for any period of time, whether with the Owner or alone, or whether as a guest of the Owner or as a tenant. Occupants shall be bound by all of the obligations of the Amended this Declaration, the Bylaws, and all Rules and Regulations adopted by the Association. Upon reasonable request, Occupants shall be required to identify themselves to employees or agents of the Association, and to identify the Dwelling they are occupying and the identity of the Owner.~~

y. ~~“Owner” shall mean the person Natural Persons or persons Legal Entities whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of any Lot or Dwelling situated in The Properties who has all of the power, control and incidents of ownership as would an owner of fee simple title; provided, however, that no Lot or Dwelling shall be owned by more than three Natural Persons, except that a married couple shall be deemed to be one Natural Person; and no Lot or Dwelling may be owned by more than one Legal Entity a Lot. Notwithstanding any applicable theory of mortgage, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. (See Article IV.) An Owner may also~~

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<p><u>October 20, 2020</u></p> <p>be referred to as a Member, except in situations in which a matter of legal title to the Lot are involved or at issue. (See Article IV, Section 1.)</p> <p>z. "Parkway" shall mean the unimproved strip of land between a lot and the improved portion of the street right-of-way.</p> <p>aa. "The Properties" shall mean and refer to such existing properties which were subject to the Original Declaration of Covenants and Restrictions dated April 22, 1969, and recorded as Document No. 117532, Miscellaneous Book 4, Pages 427 – 442 in the Office of the Recorder of Deeds of Jo Daviess County, Illinois and the additional property described in the Supplementary Declarations listed on Exhibit A attached hereto; and any additions thereto as are added under the provisions of Article II hereof.</p> <p>bb. "Recreational Vehicle" shall mean and refer to a motor vehicle or Trailer equipped with living space and amenities typically found in a residential living unit including, but not limited to, a motor home.</p> <p>cc. "Reserved Properties" shall mean any real property owned or acquired by the Association which is used in furtherance of the Association's purposes and objectives, but which is not subject to the restrictions imposed by the Amended Declaration, and which shall be put to those uses deemed to be in the Association's best interests. (See Article II, Section 3.)</p> <p>dd. "Single Family" shall mean one or more persons each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with their domestic servants, maintaining a common household in a Dwelling.</p> <p>ee. "Structure" shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.</p> <p>ff. "Supplementary Declaration" shall mean any change, revision or amendment to the Amended Declaration approved by a vote of the Voting Members as provided in Article II.</p> <p>gg. "Trailer" shall mean and refer to a transport vehicle designed to be towed by a motorized vehicle.</p> <p>hh. "Voting Member" shall mean the Natural Person designated by from among the Owners of Owners of any Lot or Dwellings, including Lots owned by a Legal Entities, by the Owners of that Lot as the one person to whom the Association shall send its notices and invoices, and the one person who has the power to vote on all matters requiring a vote under the Amended</p>	<p><u>October 20, 2020</u></p> <p>Declaration or any Supplementary Declaration, unless the context shall prohibit otherwise provided herein. (See Article IV, Section 2.)</p> <p>hh. "Water Facility" shall mean any pier, dock, boat ramp, or related facility. A boat house shall not be a "Water Facility" and shall be deemed to be a Dwelling Accessory Building.</p> <p>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 other means of delivery, provided that such Written Ballot must be delivered to the offices of the Association prior to the commencement of the meeting called for such vote.</p>	<p><u>October 20, 2020</u></p> <p>that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.</p> <p>The five acre parcel of land on which the marine service center is located and the eighty acre parcel of land south of the dam, the legal descriptions of which are identified in Items 1 and 2 on Exhibit B attached hereto, were purportedly made subject to the original Declaration by virtue of the recording of Supplementary Declarations covering these parcels. The attempt to add these parcels to the Properties was likely ineffective because the vote of the members of the Association required to add additional property was neither sought nor obtained. Those aforementioned parcels are owned by the Association as Reserved Properties, and they are not subject to the Declaration or to this Amended Declaration.</p>
<p>ARTICLE II</p> <p>PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, AND MERGERS</p> <p>Section 1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended Declaration is located in Jo Daviess County, Illinois, and is more particularly described in Exhibit A attached hereto.</p> <p>Section 2. Other Additions. Upon approval in writing of the Association pursuant to a vote of its Voting Members, the Ownerowner of any property who desires to add it to the scheme of this Amended Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.</p> <p>Section 3. Reserved Properties. The Association owns various parcels of land which were conveyed to it by the Developer or which were subsequently acquired by the Association, a complete description of which is set forth in Exhibit B attached hereto, which are not subject to the Amended Declaration, and which are defined as Reserved Properties. The Association may, by a vote of at least two thirds (2/3) of the directors on the Board, acquire additional Reserved Properties when deemed to be in the best interests of the Association, and upon any such acquisition Exhibit B attached hereto will be amended to include such additional Reserved Properties. Any or all of the Reserved Properties may be added to the scheme of the Amended this Declaration upon approval in writing of the Association pursuant to a vote of the Voting Members and by the recording of a Supplementary Declaration of Covenants and Restrictions;</p>	<p>Section 4. Mergers. In the event of a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Amended Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effectaffect any revocation, change or addition to the covenants established by this Amended Declaration within the Properties except as hereinafter provided.</p>	<p>Section 1. Land Use and Building Type. Any Lot which is designated on the Declaration or any Supplementary Declaration listed on Exhibit A with a numeral (without prefix) is intended as a Lot and shall be used for single family residence purposes only. No Structure, except as specifically authorized elsewhere in this Amended Declaration, shall be erected, re-erected or maintained on any Lot, except one Dwelling designed for occupancy by a Single Family, a private Garage containing no more than nine hundred (900) square feet for the sole use of the Owners or Occupants of the Dwellings, 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 (AEECC), a Garage may have a Living Area in connection therewith for the sole use of the Owner or Occupant, but any such Living Area</p>
<p>ARTICLE III</p> <p>GENERAL RESTRICTIONS</p> <p>Section 1. Land Use and Building Type. Any Lot which is designated on the Declaration or any Supplementary Declaration listed on Exhibit A with a numeral (without prefix) is intended as a Lot and shall be used for single family residence purposes only. No Structure, except as specifically authorized elsewhere in this Amended Declaration, shall be erected, re-erected or maintained on any Lot, except one Dwelling designed for occupancy by a Single Family, a private Garage containing no more than nine hundred (900) square feet for the sole use of the Owners or Occupants of the Dwellings, 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 (AEECC), a Garage may have a Living Area in connection therewith for the sole use of the Owner or Occupant, but any such Living Area</p> <p>(a) Any Lot which is designated in any of the documents identified on Exhibit A attached hereto shall be governed by this Article III.</p>	<p>Section 1. Land Use and Building Type. Any Lot which is designated on the Declaration or any Supplementary Declaration listed on Exhibit A with a numeral (without prefix) is intended as a Lot and shall be used for single family residence purposes only. No Structure, except as specifically authorized elsewhere in this Amended Declaration, shall be erected, re-erected or maintained on any Lot, except one Dwelling designed for occupancy by a Single Family, a private Garage containing no more than nine hundred (900) square feet for the sole use of the Owners or Occupants of the Dwellings, 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 (AEECC), a Garage may have a Living Area in connection therewith for the sole use of the Owner or Occupant, but any such Living Area</p>	<p>(a) Any Lot which is designated in any of the documents identified on Exhibit A attached hereto shall be governed by this Article III.</p>
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- (b) All additions, alterations and improvements to Lots are subject to the ACL Building Code and prior approval in writing by the Architectural and Environmental Control Committee (AECC).
- (c) No Structure, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained on any Lot, except one (1) Dwelling designed for occupancy by a single family, which may include an attached Garage as well as one (1) detached Garage, Dwelling Accessory Buildings (as permitted), and Water Facilities, all for the sole use of the Owners and Occupants of the Dwelling.

(d) Not more than thirty percent (30%) of the area of a Lot may be occupied by buildings and Structures, including but not limited to Dwellings, Dwelling Accessory Buildings, Garages and impervious surfaces.

(e) No Living Space shall be constructed or maintained in any Garage unless the prior written approval of the AECC has been obtained. If approved in writing by the AECC, a Garage may have a Living Space in connection therewith for the sole use of the Owner or Occupant, but any such Living Space shall not be rented separately from the rental of the Dwelling.

(f) No Structure, Garage, Water Facility or other Dwelling Accessory Building shall be erected prior to construction of a Dwelling—, except for shoreline stabilization or watershed projects as prior approved by the AECC.

(g) No Dwelling, Dwelling Accessory Building or Structure may be erected except in such manner and location as hereinafter provided or as approved in writing by the Association: AECC.

—(h) No items, including but not limited to, equipment, boats, Trailers, campers, Recreational Vehicles, building materials, firewood or any other similar items may be temporarily or permanently stored on a vacant Lot.

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

Section 3. Building Height. No Dwelling shall be erected, altered or placed upon any Lot which has a Building Height of more than thirty (30) feet. No detached Dwelling Accessory Buildings, Garage or other Structure shall exceed seventeen (17) feet in height, unless a greater height is approved in writing by the AECC. five (35) feet.

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

Section 5. Location on the Lot. On and after the effective date of the Restated Declaration, effective November 6, 2011, every Dwelling, Dwelling Accessory Building or Garage, or other Structure, including any constructed or re-constructed after November 6, 2011 shall be set back, measuring from the roof overhang, shall be a minimum of ten (10) feet from the rear and side property lines and twenty-seven (27) feet from the front Lot Line. For corner lots this twenty-seven (27) foot set back shall be applicable to all sides of the Lot where property line. If there is no roof overhang, measuring is from the exterior face of the street right-of-way. Roof overhangs of Dwellings, Dwelling Accessory Buildings or Garages and decks attached thereto must be at least ten (10) feet inside any side or rear Lot Line. foundation to the lot lines. All Dwellings, Dwelling Accessory Buildings,

Garages, attached decks and sanitary systems constructed on any Lot must be not less than one hundred (100) feet from any existing lake edge as established at pool level of eight hundred (800) feet above mean sea level, regardless of the survey pin locations of the Lot or greenway space.

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

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

Section 8. Home Occupations, Nuisances and Animals. The Board shall have the power to adopt reasonable rules and regulations governing home based occupations, nuisances and the possession of animals. No home, that the Board deems necessary to preserve and promote the health, safety, welfare, and natural setting of the area for the Association and its members. No home-based occupation or profession shall be conducted in any Dwelling, Dwelling Accessory

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Building or Garage except those expressly permitted by the Board. No noxious or offensive activity shall be carried on, in or upon any Lot or Dwelling, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, other than inoffensive common domestic household pets, shall be domiciled on any Lot or in any Dwelling. No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Dwelling or elsewhere on the Property; provided, however, that dogs, cats or other common domestic household pets may be kept in Dwellings subject to rules and regulations adopted by the Board. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from The Properties upon seven (7) days' written notice from the Board to the Owner of the Dwelling containing such pet and the decision of the Board shall be final.

Section 9. Temporary Structures. No vehicle, trailer, basement of an incomplete building, tent, shack, garage accessory building, Garage, except as permitted in Section 1 of this Article, and nor temporary building or structure of any kind shall be used at any time for a residence 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.

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

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

Section 11. Wells and Plumbing. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank system constructed by the Owner and approved by the AECC and by any state, county or municipal authority having jurisdiction. Septic tank systems and locations must be of registered professional engineer design. Said engineer's design plans must be submitted to the AECC for approval and issuance of permit prior to commencing construction. All systems are to be of the closed type; no domestic wastewater is to be discharged into the lake or any adjacent property. Any such sewage disposal system as installed

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shall be subject to inspection while being constructed and to final approval by the approving authority before backfilling. All wells, plumbing fixtures, and sewage disposal systems shall be subject to inspection from time to time, by ~~the Association~~ a company licensed to conduct such inspections, for the purpose of determining whether these such items are in compliance with applicable statutes, ordinances, codes, or rules and regulations. ~~A fee to cover the reasonable costs of such inspections shall be established from time to time by the Board.~~

Section 12. Nonconforming Uses. All existing structures built ~~before the adoption of the Restated Declaration, effective November 6, 2011,~~ prior to January 1, 2000 are exempt from the requirements stated in this Article III: all existing structures built according to a written permit issued by the AECC on or after January 1, 2000 are exempt from the requirements stated in this Article III; provided, however, that if any exempt Dwelling, Dwelling Accessory Building, Garage or other Structure is seventy-five percent (75%) or more destroyed and is being reconstructed, restored or replaced it shall, when completed, be in conformance with the requirements of this Article and the then current applicable building codes. Any new Structure built upon a Lot after the effective date of this Amended Declaration is subject to the restrictions contained in this Article and the then current applicable building codes.

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

a. The Association, its successors or assigns, shall have the right to enter into agreements with the ~~grantee~~ owner of any ~~lot~~ lot or ~~lots~~ lots without the consent of ~~grantees~~ owners of other ~~lots~~ lots or adjoining or adjacent property to deviate from any of the covenants set forth in this Article III for reasons of practical difficulties or particular hardships evidenced by any such ~~grantee~~ owner. Any such deviation, which shall be manifested by agreement in writing, shall not establish a precedent and shall not constitute a waiver of any such covenant as to other ~~lots~~ lots in the ~~The~~ Properties.

b. Notwithstanding anything herein which is to the contrary, the Association reserves to itself the right to construct and maintain on ~~lots~~ lots selected by it in ~~the~~ the Properties a Structure or Structures for use by it, and its successors and assigns, as an office or offices or other facilities to be used in connection with the operations and programs conducted by the Association for the benefit of the Owners, or as a location for a water well or wells, water storage facility or sewage treatment facility or facilities, provided no such facility shall be maintained in such manner as to interfere unreasonably with the enjoyment of any ~~lot~~ lot by the Owners thereof.

Section 14. Leasing Property, CICA Section 1-35 (a). ~~The All Owners leasing their Lots or Dwellings shall deliver a copy of the signed lease to the Association no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. All leases shall be in writing. In the event that an Owner fails to comply with any leasing provisions set forth in~~

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the Apple Canyon Lake Property Owners' Association Governing Documents (also referred to as the Community Instruments) ~~that relate to the use of an individual Lot or otherwise is in violation of this Section, the Association may seek to evict a tenant from the Dwelling or the Common Properties.~~ Lot under Article IX of the Code of Civil Procedure, as well as pursue any and all other legal and/or equitable remedies available to the Association as to the Owner. Furthermore, all provisions of the Association's Community Instruments shall be applicable to any person leasing a ~~lot~~ Dwelling or Lot and shall be deemed to be incorporated in any lease executed or renewed. ~~Unless The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any of the provisions of the Association's Community Instruments. The Owner leasing his or her Dwelling or Lot shall not be relieved thereby from any of the Owner's obligations under the Association's Community Instruments or otherwise provided by law. The Board may also from time to time adopt rules and regulations pertaining to the Community Instruments, the Owner leasing the Lot or Dwelling of Dwellings and Lots, including policies and procedures to further the goals and objectives of this Section.~~

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

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

ARTICLE IV

MEMBERSHIP AND, VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. ~~Membership in the Association shall be the privilege of each Natural Person, and his or her spouse, who is the legal or equitable Owner of any Lot or Dwellings; except that no Lot or Dwelling shall have as Owners more than three (3) For Lots owned by Natural Persons, including their spouses. Anyall Owners of the Lot are considered Members of the Association. For a Lot owned by Legal Entity which owns any Lot or Dwelling Entities, such Legal Entities may designate in writing one (1) Natural Person, including his or her spouse, as a who has an ownership interest in the Legal Entity and who shall function~~

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as the Member for such Lot for the purpose of the Association. ~~Each such designation by a Legal Entity shall be in writing these Governing Documents. Every Owner and Member shall provide the name, Association with his or her current mailing address, email address and telephone number of the Member, including any spouse, which person shall be the Voting Member as defined in Section 2.~~

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

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

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has; provided, however, that such spouse shall be required to provide the Association with his or her current name, address and telephone number prior to exercising such rights.

**ARTICLE VI
COVENANT TO PAY ASSESSMENTS**

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

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

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

Section 4. Change in Basis and Maximum of Annual Assessments and Special Assessments. Each year the Board shall prepare an annual budget which shall identify the Association's projected income and expenses for the next year, which shall include an appropriate amount for the reserves, capital expenditures, payment of real estate taxes, and for the repair and replacement of the Association's facilities and equipment. A copy of the proposed annual budget shall be communicated to each ~~Lot or Dwelling owner~~ Owner at least thirty (30) days, but not more than sixty (60) days, prior to the adoption by the Board. The annual budget, approved by the Board, shall be acted upon at the November Board Meeting, or at such other meeting as the Board may determine. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the

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~~b.~~ The right of the Association in accordance with ~~the Amended~~ this Declaration, the Articles of

~~c.~~ Incorporation and Bylaws to borrow money for the purpose of improving the Common ~~or~~ Properties or the Reserved Properties and in aid thereof to mortgage any or all of the ~~or~~ 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 ~~or~~ property, to charge admission and other fees as a condition to continued enjoyment by the ~~or~~ Members and, if necessary, to open the enjoyment of such properties to a wider public ~~until~~ the mortgage debt is satisfied whereupon the possession of such properties shall be ~~or~~ returned to the Association and all rights of the Members hereunder shall be fully ~~or~~ restored.

~~e.d.~~ The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures.

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

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

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

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

Section 4. Rights of Owners' Spouses. An individual who is married to an Owner (i.e. the Owner's spouse) shall have the same right and easement of enjoyment in and to the Common Properties, subject to the same restrictions as stated herein, as the Owner he or she is married to

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Association a written designation, signed by all ~~of~~ the Owners of the Lot ~~or Dwelling~~, which contains the Voting Member's name, address and telephone number. Any such change in the designation of the Voting Member shall be effective when received by the Association.

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

**ARTICLE V
PROPERTY RIGHTS IN THE COMMON PROPERTIES**

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

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

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

~~a.~~ The right of the Association to prescribe rules and regulations for the use of Common Properties, including but not limited to the number, size, type and speed of boats operated on any waters on ~~the~~ The Properties; the taking of fish from waters on ~~the~~ The Properties; and such other regulations as the Association deems necessary to the health, safety and welfare of the Association and its Members.

~~a.b.~~ The Association may assign specific piers, docks, or other water facilities situated on or adjacent to the Common Properties for the use of specific Lot Owners.

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current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the ~~common interest community association~~ Association, upon written petition by ~~members~~ Voting Members with twenty (20) percent (20%) of the votes of the ~~association~~ Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the ~~members~~ Voting Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the ~~members~~ Voting Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

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

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

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

Section 78. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the first day of March of said year, or on such other date or dates as may be established by the Board. The due date of any special assessment under Section 5 or 6 hereof shall be fixed in the resolution authorizing such assessment. Written notice of the assessment shall be sent to the Voting Member designated for each Lot ~~or Dwelling subject thereto. If the assessment is not paid within ninety (90) days of the date on which it is due, written notice shall be sent to every Owner of that Lot or Dwelling at the last address on file at the Association office, subject thereto.~~

Section 89. Proof of Payment. The Association, upon demand and payment of a reasonable service fee of ~~not more than \$25.00~~ as determined by the Board, shall at any time furnish to any Owner liable for said assessment a certificate in writing signed by an authorized agent of the

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Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 94. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. ~~If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate as determined by the Board from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. Any assessments (or installments thereof), other charges or expenses, including, but not limited to, annual assessments, special assessments and duly imposed fines, which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent and the Board shall have the right to assess a late fee for the delinquent payment. Additionally, if an assessment, charge or expense is not paid within thirty (30) days after the due date, the Board shall have those rights and remedies to enforce such collection as shall be provided or permitted by law and equity including, but not limited to, bringing suit for and on behalf of the Association to enforce collection of the amount due, the costs of said suit, and other fees and expenses together with interest, including, but not limited to, reasonable attorneys' fees and managing agent fees associated with collection of unpaid assessments, along with any and all interest, costs and other sums set forth above which the Association is entitled to receive. Without limiting the foregoing, if any Owners shall fail to pay any assessments, charges or expenses required to be paid, the Board shall have such rights and remedies:~~

(a) ~~The right to enforce the collection of such defaulting Owner's assessments, charges or payments, together with interest thereon, and all fees, expenses and costs including attorneys' fees, managing agent fees, and court costs, incurred in the collection thereof;~~

(b) ~~The right to foreclose the lien created in favor of the Association for unpaid assessments and other charges, together with interest, costs, attorneys' fees, managing agent fees and other expenses associated with the cost of collecting same provided for in Section 1 of this Article. The Board, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale; and~~

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(c) ~~The right to take possession of such defaulting Owner's interest in their Dwelling and Lot, to maintain for the benefit of all the Owners an action for possession in the matter prescribed in the Illinois Eviction Act (735 ILCS 5/9-101 et. seq.), as amended, and to execute leases of such defaulting Owner's interest in their Dwelling and Lot and apply rents derived therefrom against such unpaid assessments, charges or expenses.~~

Section 104. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon ~~the~~ The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 112. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all Common Properties; ~~and (c) Reserved Properties; (d) all properties exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption.~~ Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 125. Restricted Lots. ~~The Owner of Restricted Lots are those Lots without any Lot upon which no Structure has been erected may enter into on the Lot and for which an agreement with has been entered between the Owner of the Lot and the Association wherein the Owner agrees that said Lot shall remain forever vacant open space upon which no Structure of any kind shall be erected, except one requested by the Association and agreed upon by the Owner and the Board. All agreements creating a such Restricted Lot shall be in substance and form acceptable to the Board and suitable for recording, and when agreed to by the Association shall agreements were required to be recorded with the Recorder of Deeds of Jo Daviess County, Illinois. Restricted Lots subject to such an agreement shall, beginning in the year following the recording of such agreement, be liable for only sixty (60) percent (60%) of any future annual assessments. Restricted Lots shall continue to remain liable for any Special Assessments approved pursuant to Section 5 or 6 hereof of this Article. The Owner of a Restricted Lot shall have all of the rights and privileges of any other Owner, except as modified by such agreement, and shall continue to remain responsible for the maintenance of such Restricted Lot as is the Owner of any other vacant Lot. The list of approved Restricted Lots is attached hereto on Exhibit "C". Lots which have previously been approved by the Board as Restricted Lots may remain as Restricted Lots unless the Owner of the Lot and the Board agree to rescind the Restricted Lot agreement, in which case the Lot shall be treated in the same manner as all other~~

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non-Restricted Lots for assessment purposes. No additional Lots may be granted Restricted Lot status following the recording of this Declaration.

Section 134. Senior Exemption. If a DwellingLot 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 DwellingLot shall be exempt from any increase in future annual assessments which become effective the year after the granting of such Senior ~~Exemption~~ Assessment Freeze Exemption. The Owner of a DwellingLot which qualifies for this Senior Exemption shall, on an annual basis before January 1st each year, provide the

Association with satisfactory evidence that the DwellingLot has qualified for the Senior ~~Assessment Freeze Exemption~~ program for the following year. Such DwellingLot 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 DwellingLot to a third party or the death of the last surviving Owner entitled to such Senior ~~Citizen Assessment Freeze Exemption~~ Assessment Freeze Exemption.

**ARTICLE VII
ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE**

Section 1. Powers of the Committee.

a. **Generally.** No Dwelling, Multifamily Structure, Dwelling Accessory Building, Structure, Driveway, Water Facility, fence, wall or other structure of any type or kind may be commenced, erected nor shall any exterior addition to or change or alteration be commenced or made on any Lot or on any of the Common Properties or Reserved

Properties subject to this ~~Amended~~ Declaration without the prior written approval of the Architectural and Environmental Control Committee (AECC); ~~provided, that, additions, alterations or changes to the Common Properties and Reserved Properties may be made by the Board.~~ Such approval shall be ~~obtained only after written~~ application has been made to the AECC by the Owner of the ~~Lot~~ requesting authorization from the AECC. Such written application shall be in the ~~Lot~~ manner and form prescribed from time to time by the AECC and shall be accompanied by ~~two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said Lot and the location of the improvement proposed to be constructed or placed upon said Lot, each properly and clearly designated; said plans shall also show the building lines shown on the recorded plat of subdivision. Such plans shall set forth the color and composition of all exterior~~

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materials proposed to be used, together with any other material or information which the AECC may require from time to time. All plans, drawings and other documentation required to be submitted to the AECC shall be as the AECC may require. There shall also be submitted, where applicable, the permits or ~~reports~~ approvals required under Article III of the ~~Amended~~ Declaration. (See, Art. III, Sec. 11, Wells and Plumbing.) ~~All such plot plans shall be prepared by either a registered land surveyor or engineer or architect; except that plans for Driveways, Water Facilities, walls or fences need not be prepared by such professionals. No grading of the lot shall be permitted without the prior written approval of the AECC.~~ The AECC shall have the ~~power,~~ subject to the Board’s approval, to adopt building codes, guidelines and standards governing the quality, design, workmanship and materials and colors to be used for all proposed construction or improvements.

b. **Power of Disapproval.** The AECC may refuse to grant permission to construct, place or make the requested improvements when:

i. The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of any of the restrictions contained in ~~the Amended~~ this Declaration, or the provisions of any applicable governmental building code, or the codes, guidelines or standards approved by the AECC or the Board.

ii. The design or the siting of a proposed improvement is not in harmony with the general surroundings of the subject ~~lot~~ Lot or with adjacent buildings or structures.

iii. The proposed improvement, or any part thereof, would in the opinion of the AECC be contrary to the interests, welfare or rights of all or part of the Owners.

c. Power to Grant Variances, Adopt Rules.

i. The AECC may allow reasonable variances or adjustments of this ~~Amended~~ Amended Declaration where the literal application thereof would result in unnecessary ~~hardship, provided however, that any such variance or adjustment that is granted is in conformity with the general intent and purposes of this Amended Declaration; and that the granting of the variance or adjustment will not be materially detrimental or injurious to other lots in the development. The granting of a variance in any specific case shall not be construed as a precedent or authorization to compel the granting of a variance in any other case, however similar the circumstances may be.~~

ii. The AECC may adopt rules, including rules to be applied in requests for variances, building requirement forms, general building procedure requirements including, but not limited to, adoption or acceptance of national or local building codes, either in whole or in part, for use during the construction of improvements upon the Lots, the Common Properties or the Reserved Properties, provided that all such rules and general requirements be approved by the majority of the Board of Directors prior to implementation and use.

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

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

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

Section 3. Composition of the AECC. The AECC shall be comprised of not less than three (3) representatives who shall be appointed by the Board, and who shall be subject to removal by the Board at any time. The Board shall appoint at least one (1) architect, licensed engineer or building contractor to the AECC, if one is available. In the event the Board is unable to appoint an architect, licensed engineer or building contractor to the AECC, the Association may retain

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

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

Section 5. Duty of Inspection. The AECC shall have the power and the right to inspect the work being performed to assure compliance with the applicable provisions of ~~the Amended~~ this Declaration and all applicable codes and regulations, and the approved drawings. Approval of plans or work by the AECC shall not be deemed to be a determination that the applicable codes and regulations have been satisfied.

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

Section 7. Remedies for Un-Approved Additions and Alterations. If an addition, alteration or improvement that requires AECC approval hereunder is made to a Dwelling or Lot by an Owner

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without the prior written approval of the AECC or Board, then the Association may, at the discretion of the Board and in addition to all other rights of enforcement provided to the Association as set forth in this Declaration, the Bylaws, Rules and Regulations or as provided at law or in equity, take any of the following actions:

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

**ARTICLE VIII
WATER SERVICE**

Section 1. Every Owner of a Lot in ~~the~~ The Properties which is subject to this Article shall be presumed conclusively to have covenanted by accepting a deed of conveyance to a Lot, regardless of the means of acquisition of title, to pay charges for water service available to the Lot by a common water system at a monthly rate as fixed by the utility furnishing water service, and approved by the Illinois Commerce Commission from and after the availability of water service for connection to the Lot. At such time as the Owner shall elect to have water service connected, he or she shall pay a connection charge to the utility in an amount approved by the Illinois Commerce Commission. Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a minimum monthly charge established by the servicing utility and authorized by the Illinois Commerce Commission. Said availability, consumption and usage rates may be billed monthly, quarterly, semiannually, or annually at the option of the serving public utility. Unpaid charges shall become a lien upon the ~~lot~~ Lot or ~~lots~~ Lots served as of the date the same become due. Owner shall not drill or permit the drilling of a water well upon his or her property, unless the utility furnishing water service is unable to provide adequate water service to that Lot. All water wells must be first approved by the AECC.

**ARTICLE IX
GENERAL PROVISIONS**

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

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

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

"Acceptable Technological Means" include without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

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

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

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

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

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

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

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

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

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

Section 10. Security. The Association may, but is not obligated to, provide measures of security on The Properties from time to time; however, the Association is not a provider of security and shall have no duty or obligation to provide any security on The Properties. The

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obligation to provide security lies solely with each Owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

**ARTICLE X
REMEDIES**

Section 1. Enforcement

02/18/16
Revised 05/01/16
Board Approved 05/21/16

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

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

Section 3. Managing Agent Fees. Any and all managing agent fees and costs associated with the collection of delinquent assessments and/or curing an Owner's or Occupant's breach or violation of the Declaration, Bylaws and/or Rules and Regulations shall be assessed back to the defaulting Owner's account and become an additional obligation and charge of such delinquent

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Owner. To assist the Association in collecting delinquent assessments and/or curing violations of the Declaration, By-Laws and/or Rules and Regulations from the Owners, the managing agent, if any, may perform the following duties: prepare and issue delinquency notices, prepare and issue statutory and other demand letters, order an ownership (tract) search to verify current ownership of the delinquent Lot, prepare and record a lien against the delinquent Lot for unpaid assessments or other charges and any such other services performed in an effort to assist the Association in the collection of delinquent assessments or other charges or curing breaches or violations of the Declaration, Bylaws and Rules and Regulations. The managing agent is entitled to receive a reasonable fee for such services performed, as more fully outlined in the management agreement entered into between the managing agent and the Association.

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

**ARTICLE XI
MAINTENANCE, REPAIRS AND REPLACEMENTS**

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

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

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

Section 3. Willful and Negligent Damage. If, due to the act or omission of an Owner, his or her family, tenants, servants, pets, guests or invitees or other authorized Occupant of the Owner's Dwelling or Lot, damage is caused to the Common Properties or Reserved Properties and

COMPARISON TO THE DECLARATION AS OF OCTOBER 20, 2020

October 20, 2020

maintenance, repairs, or replacements shall be required thereby, which would otherwise be an Association expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as determined by the Board, and the cost of such maintenance, repairs, or replacements, and any damage, shall be added to and become a part of the assessment to which such Owner's Lot is subject and the Association shall have a lien upon said Lot enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

END OF TEXT OF DECLARATION

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

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

October 20, 2020

STATE OF ILLINOIS _____)SS
COUNTY OF _____)

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

EXECUTED this _____ day of _____, 20____.

Being the Secretary of Apple Canyon Lake Property Owners' Association

I, _____, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of Apple Canyon Lake Property Owners' Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: _____

October 20, 2020

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

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

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

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

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

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

1. The Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association, having been approved by at least two-thirds (2/3) of the Voting Members in the Association eligible to vote and upon recordation in the Office of the Recorder of Deeds of Jo Daviess County, Illinois, shall replace, in its entirety, the Apple Canyon Lake Property Owners' Association Amended Declaration to Conform to the Common Interest Community Association Act which was recorded on September 21, 2017 as Document No. 395980 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.

End of Text of Resolution

October 20, 2020

Vertical lines for signature or notes.

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October 20, 2020

Thereupon, on motion duly made and seconded, the above determinations, objectives, goals, and resolutions were adopted and acknowledged this _____ day of _____, 2018, at _____, Illinois, by the following roll call vote:

Ayes _____ Nays _____ Abstaining _____ Votes _____ Directors Voting _____

Vertical lines for recording votes.

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

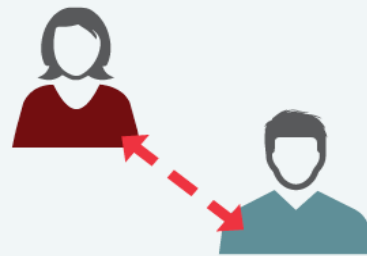
Vertical lines for signatures.

34

Social Distancing Practices are in affect at all ACL locations and offices. Please continue to practice Social Distancing!



NO HANDSHAKES OR HUGS



KEEP YOUR DISTANCE (about 6 feet)



WORK REMOTELY



AVOID CROWDS



STAY AT HOME



WASH YOUR HANDS

COMMISSION ROSTERS

as of 10/17/2020

Appeals

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

Architectural & Environmental Control

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

Board of Directors

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

Board Policy Ad Hoc

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

Budget/Audit

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

Campground

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

Clubhouse Area Master Plan Architecture & Design

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

Clubhouse Area Master Plan Financing & Marketing

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

Conservation

(1st Saturday of each month, 9am)
 Wiener, Paula Chair
 Yorke, Michael Co-Chair
 Cady, Phyllis Member
 Cammack, Mike Member
 Doden, Henry Board Liaison
 Hannon, Gary Member
 Nelson, Steve Member
 Ohms, Tom Member
 Drogosz, Karen Recorder
 Helgerson, Aren Staff

Deer Management

(last Saturday of each month)
 Sonntag, Jon Chair
 Ostrander, Gordon Vice Chair
 Rees, Kim Secretary
 Bluhm, Ted Member
 Finley, Jack Member
 Gouskos, Nick Member
 Hendren, Allen Member
 Lutz, Al Member
 Mamlic, Dan Member
 Williams, Gordon Board Liaison

Editorial Review

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

Employee Handbook Ad Hoc

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

Golf

(1st Tuesday of each month, 1:30pm, April-October)
 Kileen, John Chair
 Mannix, Pat Vice Chair
 Hannon, Mary Secretary
 Buesing, Bob Member
 Burton, Jean Member
 Finley, Jack Member
 Reese, Pat Member
 Reese, Tim Member
 Schmidt, Richard Member
 Stanger, Bob Member
 Stanger, Marcy Member
 Ware, Jody Board Liaison

Lake Monitoring

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

Legal

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

Nominating

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

Recreation

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

Rules&Regulations

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

Safety and Emergency Planning

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

Strategic/LongRangePlanning

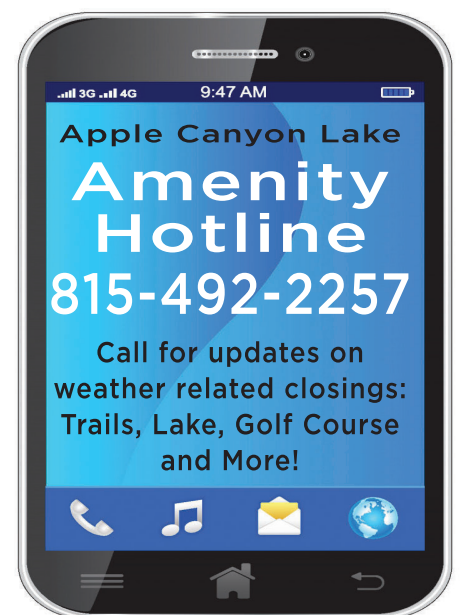
(meeting dates TBD, usually weekdays)
 Ware, Jody Chair/Board Liaison/Secretary
 Ford, Don Vice Chair
 Borst, Steve Member
 Kintop, Todd Member
 Williams, Gordon Member

Tellers

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

Trails

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



bounce back

rehab, recover, return home

When you're not ready for a nursing home, our Bounce Back Program is the answer!

Program Includes:

- Interdisciplinary team of experienced professionals
- State-of-the-art therapy equipment
- Full range of rehabilitative therapies - physical, occupational, and speech
- Case management to oversee insurance and Medicare to maximize your benefits
- Beautiful suites completely furnished including TV and phone hookups

Program Goals:

- Increase or restore range of motion and strength
- Teach positioning, mobility, transfers and walking skills
- Reduce pain through use of modalities and adaptive equipment
- Improve cognitive and communication skills
- Promote safe swallowing



Together we can get you on the road to recovery.

Let us show you how to Bounce Back!

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Please call for more information or to arrange a tour or visit us at:

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OFFICE LINE

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

2021 Payment Plan forms available now

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

ACH signups accepted through January 25

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

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	

option. Please contact the Office for a form if you would like to sign up.

Plan ahead for 2021

It is easy to forget about updating insurance & registration once your ACL stickers are on your boat, UTV, etc. for the year. If your insurance or registration has renewed, please take the time to submit this paperwork to the office now. This is especially important if you have an Association-licensed Boat Slip or Campsite. **Make sure your current boat registration is on file before the boat is shrink wrapped or stored away for winter!** Documents can be emailed to customerservice@applecanyonlake.org or faxed to (815) 492-2160.

IMPORTANT - You must renew Illinois State Watercraft Registrations online!

The IDNR offices are working behind the scenes but on a very limited schedule with a very limited staff. They have indicated that anyone whose registration expired June 30, 2020 needs to renew online and not send in a paper renewal. The renewal box has been removed from the paper application. If your State Watercraft Registration expired June 30, 2020, renew online at <https://www.il.wildlifelicenses.com/vehicle.php?action=vehiclelookup>. There is a printable confirmation page that serves as your temporary registration card. The ACL Association Office and the IDNR accepts copies of this confirmation page as proof that the registration has been renewed until the actual card is received in the mail. When renewing over the phone, the IDNR provides a confirmation number that the IDNR 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, 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 printer, or do not feel confident doing this yourself, please call us and we can assist you over the phone and then email and/or mail you a copy of the transaction confirmation.** You will need to pay IDNR for the renewal.

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 next 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 for each pass 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. The cost to the Association to dispose of a mattress increased to \$30 this year, but the budget had already been approved. As a result, the fee for this item did have to increase for 2021.

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 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.

ELECTRONICS-PERMIT REQUIRED — Electronics are not to be deposited into the dumpster. These items will be placed in the shed. Permits available at the Association Office.

NO BUILDING MATERIALS — Materials from a construction or renovation project should be disposed of by requesting your contractor to supply a dumpster on site. Contact our Building Inspector for information.

NO TIRES OR BATTERIES

NO YARD WASTE — Branches, leaves, etc. Burning of these items is permitted on your lot. However, the Property Owner must call the SSD (Safety and Security Department), (815) 492-2436, 24 hours in advance.

SOLID WASTE/RECYCLING CENTER HOURS

OCTOBER 1 – MARCH 31

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

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

APRIL 1 – SEPTEMBER 30

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

SPECIAL HOLIDAY HOURS

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

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

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

NEW NAME...NEW LOCATION...

Same Great

COLLISION REPAIR & RESTORATION SERVICE!

**CALL TROY
815-492-0114**



CHECKERED FLAG
Collisions & Customs

MONDAY THRU FRIDAY 8-4
 SATURDAY BY APPT. ONLY

4933 N. SCOUT CAMP RD. • APPLE RIVER
 (FORMERLY CHECKERED FLAG AUTO BODY - LENA)

We Can Fix It!

ACLPOA Payment Plans

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)

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

Withdrawn on May 15

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

Withdrawn on June 15

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

Withdrawn on July 15

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

Withdrawn on August 15

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

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

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

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

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

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

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

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

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

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

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

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

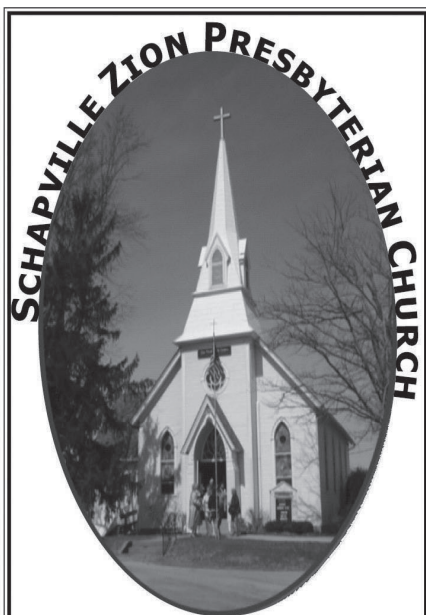
(Lot(s)) (Signature) (Date)

(Phone #) (Email Address)

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

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

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



COME JOIN US
Sunday 10AM Service
 On Schapville Road –
just Southwest of ACL

CHOOSE ONE INSTALLMENT OPTION	3 Installments <input type="checkbox"/>	For Office Use Only: \$ _____ March 1 \$ _____ May 15 \$ _____ July 15	Total Amount Owed: \$ _____
	5 Installments <input type="checkbox"/>	For Office Use Only: \$ _____ March 1 \$ _____ May 15 \$ _____ June 15 \$ _____ July 15 \$ _____ August 15	Total Amount Owed: \$ _____

OFFICE GUIDELINES

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

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

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

For those owners paying by mail or via ACH, we highly recommend having the amenity tags, stickers, etc. mailed to your home for \$9 postage. These are sent in a Priority 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. Curbside pickup appointments will be released in two-week increments. The first time slots will be released for booking on January 4. Curbside pickup will not be available until Monday, January 11.

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

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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

As the days get shorter and the nights get longer my maintenance team has been doing a fabulous job. My team's hard work and dedication does not go by unnoticed as several of our Committees have expressed their gratitude for the work being done. I am grateful for all the kind words and enjoy sharing the news with my staff. You wouldn't believe how their faces light up once I share the compliments received, so thank you for sharing your gratitude with us.

The trails are holding their own this time of year with the little precipitation that we have had. We have started on the dumpster area with fixing the concrete and hopefully mother nature will be nice so we can finish this year. The Golf Course tee box #3 ladies' tee has been moved to just below the men's' tee box. There are also some additional touch-ups that will take place in this area come spring. Another project that we have started is taking down some trees that are dead that can cause a potential hazard in the Campground area. As we prepare for winter, we ask you do the same with some of these tips below:

- Make sure your water hose is disconnected from your house
- Make sure your strobe light is visible
- Make sure your snow blower is ready to go for the season
- Did you shut off your water and drain lines?
- Did you put RV anit-freeze down the drains?

Stay safe and healthy, Maintenance Staff.



Bread of Life Food Pantry Update

BY MARY BEHAN

Well, summer is behind us, fall is here and winter is just ahead – what happened to 2020??? COVID-19 happened!! Sorry to say that it really doesn't seem like we have made much progress over the past few months. But, we have some holidays to look forward to and hopefully we can spend time with friends and family... time that we have not been able to spend for a while.

Unfortunately, the Bread of Life food Pantry in Apple River is seeing many more clients than in the past. A monetary donation or donation of food items would be greatly appreciated. Items like boxed Hamburger Helper, dressing or mashed potatoes, cake mixes and icing, canned fruits or vegetables, cereals, rice, tuna, boxed cookies or personal items like toothpaste, facial soap, paper products or shampoo could go a long way to help this pantry meet the needs of their clients.

Checks can be made out to the Bread of Life Food Pantry and sent to me, Mary Behan, 5A83 Whispering Wind, Apple River. There will be a drop off box for food donations at the Pro Shop starting November 1. You may also drop off checks at the Pro Shop. I would also be able to pick up donations at your home if that would be more convenient for you. Please call me at 815-492-1320 to arrange a pick-up date. I guarantee that all donations will be delivered to Apple River in time for holiday distribution.

If you are familiar with another nearby pantry that you would rather support, please do so – they are all in need of donations during the holiday season.

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By Mackenzie Baker

Senior Center Accepting Open Enrollment Appointments

Need Help with your Medicare Plan Comparisons for Open Enrollment?



FREEPORT -- A pandemic is not stopping the Senior Resource Center from offering Medicare Open Enrollment appointments this year. As usual, participants can begin calling the center's office Oct. 1 to schedule their one-hour appointment. The number is (815) 235-9777.

Appointments will be from Oct. 15 to Dec. 7, to coincide with the annual Medicare Open Enrollment period. Any changes that are made will take effect Jan. 1, 2021.

COVID-19 is causing one major change for Medicare Open Enrollment this year: All appointments will be over the phone. Staff and volunteers will call participants at their appointment time. Clients should have their Medicare card and prescriptions in front of them during the phone appointment.

Full instructions will be provided when you make your appointment. Those wanting appointments are encouraged to call early because the number of appointments may be limited this year and are expected to fill quickly.

Medicare Open Enrollment is the annual period in which Medicare beneficiaries can re-evaluate their coverages whether they are on original Medicare with a prescription drug plan (Part D) or a Medicare Advantage plan, and make changes if they wish. During Medicare Open Enrollment, a beneficiary can switch from one prescription drug plan to another; join a prescription drug plan (could have a penalty); switch Medicare Advantage plans; or switch from a Medicare Advantage plan to original Medicare; or join a Medicare Advantage plan.

The Senior Resource Center offers programs, education and activities for people 50 and beyond, their families and caregivers in Stephenson and Jo Daviess counties. The programs include Adult Protective Services, AARP Tax Aide, Information & Assistance, Money Management, Case Management, Transit and Education & Activities. All programs are continuing to operate in various capacities, even though Senior Resource Center buildings are closed to foot traffic.

For more information about the Senior Resource Center, call (815) 235-9777 or go to the center's website, www.seniorresourcecenter.net.



Nimble Thimble Quilt Group

2020 SCHEDULE

Meet on the 2nd Wednesday of each month at 9:00 am.

November 11th Christmas Party & Plan Next Year's Schedule
December 9th No Meeting – Merry Christmas Everyone!

Contact Geri at 815-492-2586 for more information/questions.

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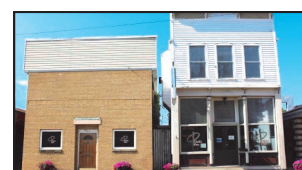
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2020 Distinguished Service Awards

BY TIM BROKL, COMMUNICATION AND RECREATION MANAGER

This year Covid-19 has brought many changes to our daily lives. However, one thing did not change, and that was volunteerism at ACL. Normally, we would present the ACL Distinguished Service Awards to our 2 recipients at the Annual meeting. With Covid quickly closing down our country, we made the decision to present the awards at our Volunteer Appreciation Dinner. At that time, it was still scheduled for September. Well September came, and Covid stuck around, ultimately bringing with it, the cancelation of our Annual Volunteer Dinner. So, on October 8th ACL Distinguished Service Award recipients Kim Rees and Paula McFeely Wiener were called in to except their awards and gifts from ACL. Paula and Kim were honored to receive their Distinguished Service Awards and are both more than deserving of this distinct honor. Thank you, Paula and Kim, for your service on the ACL Commissions, as well as your time donated time volunteering at events. Congratulations to you both.



Communication and Recreation Administrative Assistant Kirsten Heim presents recipient Kim Rees his 2020 Distinguished Service Award and gift from ACL.



Communication and Recreation Manager Tim Brokl presents recipient Paula McFeely Wiener her 2020 Distinguished Service Award and gift from ACL.

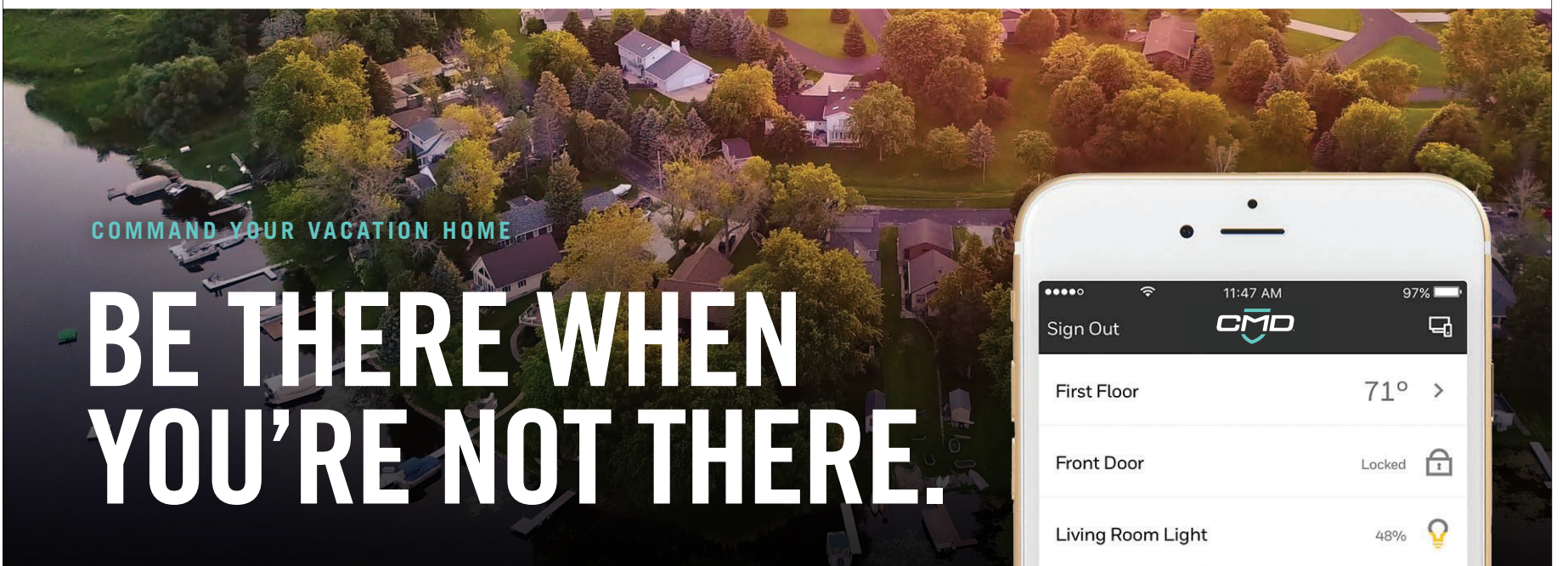



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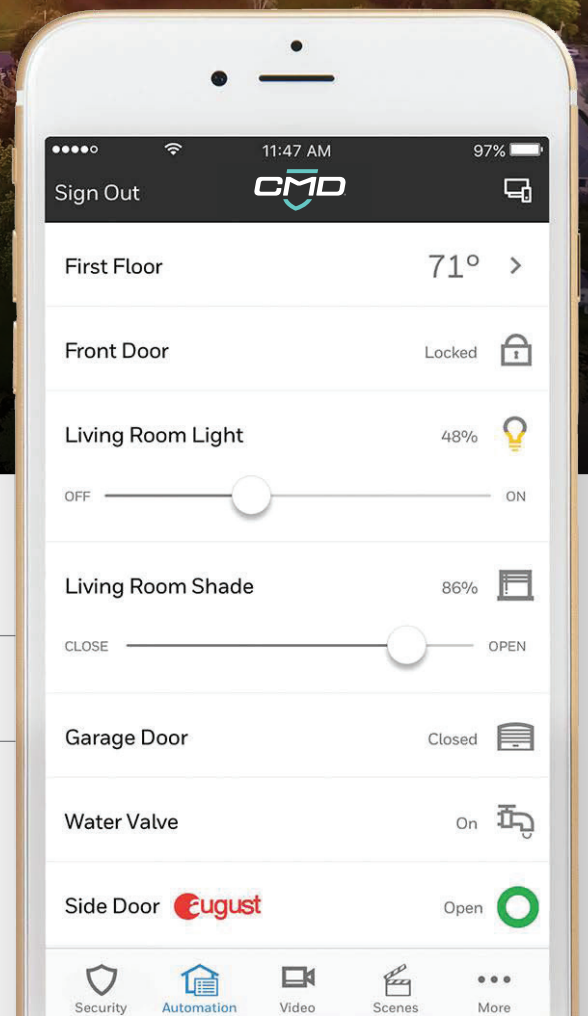
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CONSERVATION CONVERSATIONS

The ACL Watershed Revisited

BY PAULA WIENER, CONSERVATION COMMISSION CHAIR

The Conservation Commission has been working hard on reviewing the goals of our Watershed Plan and the milestones the plan uses to evaluate our progress. I thought this would be a good time to review some things about watersheds in general and our watershed in particular.

Let's start with what a watershed is. A watershed is an area or ridge of land that separates waters flowing to different rivers, basins, or seas. Just as there are sub-watersheds within the ACL watershed (examples include North Bay, Winchester, and Presidents), the ACL watershed is a sub-watershed of a much larger system. Our watershed is part of the Apple River watershed. The Apple River is considered a minor direct tributary of the Mississippi flowing into that river approximately seven miles northwest of Savanna. The Mississippi watershed is part of the Gulf of Mexico watershed. Any steps we take to improve the quality of our water also impact the quality of water in the other watersheds.

When we think about improving water quality in Apple Canyon Lake, we tend to center on reasons that directly affect us as property owners. A healthy lake means good fishing, good swimming, excellent wildlife viewing and ultimately higher property values. But a watershed is so much more than just the water. Watersheds are living, breathing systems full of interrelationships connecting soil, water, plants, and animals one to the other. From tiny plants and animals in the streams and lake that support large and small fish, to the rich soil that allows plants and crops to grow, our watershed is a complex system. Whether it is healthy or fragile depends on the balance between the individual parts.

Efforts to maintain and improve water quality in the lake are not new. Many projects have taken place over the years. The difference between those projects and the ACL Watershed Plan is a specific and targeted approach. Based on years of data collection, projects that have the potential to make the biggest impact on water quality were identified and prioritized. Instead of a band aide approach that tried to fix individual problem sites as they occurred, the Plan is a roadmap for making the best use of our data, our manpower, and our funds. The Plan also calls for using an adaptive management approach. This approach allows

us to assess a problem, design a solution, implement that solution, monitor the results through data collection, evaluate the data, and then adjust the solution as necessary. In other words, we won't keep doing something if it isn't solving the problem it was meant to fix.

The North Bay project is one of the most visible results of the Plan. Other actions called for include our annual Earth Day/Spring Clean-up, RiverWatch stream monitoring, our monthly lake monitoring, and rip rapping community shoreline based on greatest impact to reduce erosion and run-off. The Conservation Commission has done educational programs at many of our community events and last year did an activity at Kid's Camp entitled "The Life of a Water Molecule". We recently established a new Facebook page entitled "The Apple Canyon Lake Watershed". If you haven't visited yet, please do and like us. Also, we would love to have your posts about things you may be doing to maintain and improve our watershed. Have you planted a rain garden or turned some of your lawn into prairie plants? If you are a lakefront homeowner and have kept a natural 50' buffer zone, take a picture and share it with us.

Next year we will do the first five-year evaluation of our progress on the ACL Watershed Plan. We'll let you know what worked, what didn't, and where we go next. What we do in our relatively small watershed has repercussions all the way to the Gulf of Mexico.

The Conservation Commission Needs YOU!

PAULA MCFEELY WIENER, MSW, LCSW

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

FOR IMMEDIATE RELEASE: 10-20-2020
CONTACT: STEVE BARG (815) 858-9100

JDCF Accepting Nominations for Conservation Leadership Award.

The Jo Daviess Conservation Foundation (JDCF) is accepting nominations for the *Nancy Hamill Winter Conservation Leadership Award*, which will be presented to the winner in early 2021. An individual, organization, governmental entity, educational institution, or business that has demonstrated creativity and/or leadership in the preservation, restoration, or stewardship of natural areas and/or Native American cultural resources, or has a strong history of promoting an understanding of the natural world in Northwest Illinois, particularly Jo Daviess County, is eligible. Nominees may have also shown financial leadership that supports land conservation. Priority will be given to nominees with distinguished lifetime accomplishments and impact made in the service area of the Foundation. JDCF's Executive Committee seeks nominations annually beginning in November each year and uses the above criteria to make its selection. Nominations are due by December 31st, 2020. Current staff and board members of JDCF are not eligible. A nomination form can be found at www.jdcf.org.

The *Nancy Hamill Winter Conservation Leadership Award* is named after JDCF's long-time board member and past Board President and Vice President, Nancy Hamill Winter. Formerly a Stockton resident Nancy dedicated much of her adult life to the preservation and care of natural habitats and the Native American cultural heritage of Northern Illinois. The Jo Daviess Conservation Foundation is a local non-profit whose mission is to preserve land for the lasting well-being of people and wildlife. JDCF owns several beautiful and unique preserves that are open to the public for hiking, wildlife viewing, and picnicking. For more information about JDCF, please contact them at www.jdcf.org, or info@jdcf.org.

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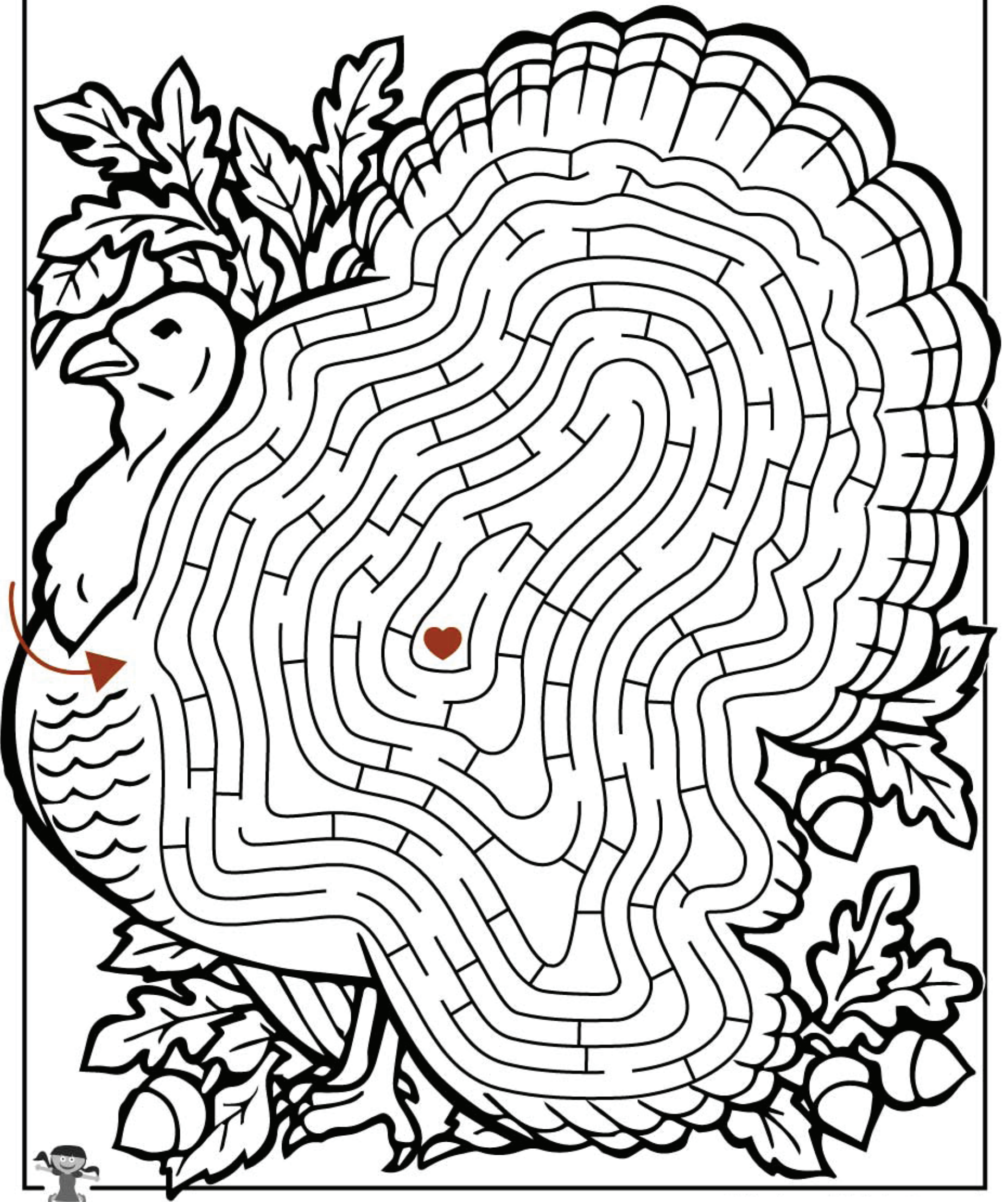
Thanksgiving Word Search

A G N I V I G S K N A H T G O
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|---------------|------------------|
| 1. Carve | 11. Holiday |
| 2. Celebrate | 12. November |
| 3. Colonist | 13. Pilgrim |
| 4. Cornucopia | 14. Platter |
| 5. Cranberry | 15. Pumpkin |
| 6. Dessert | 16. Thanksgiving |
| 7. Farmer | 17. Tradition |
| 8. Feast | 18. Turkey |
| 9. Gather | 19. Vegetable |
| 10. Harvest | 20. Worship |



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KIDS ACTIVITY PAGE

Thanksgiving Word Scramble

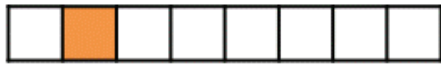
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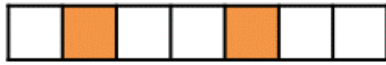
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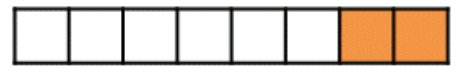
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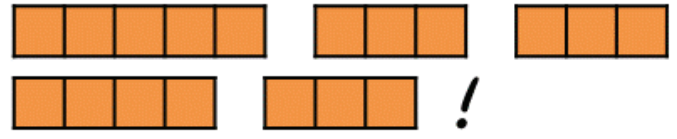
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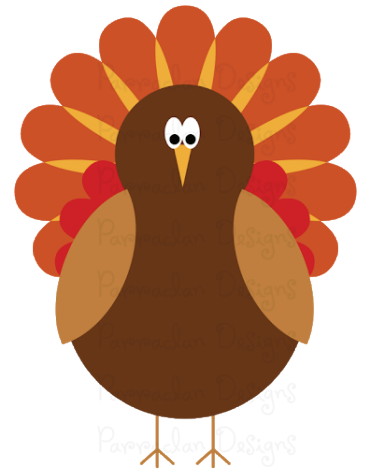
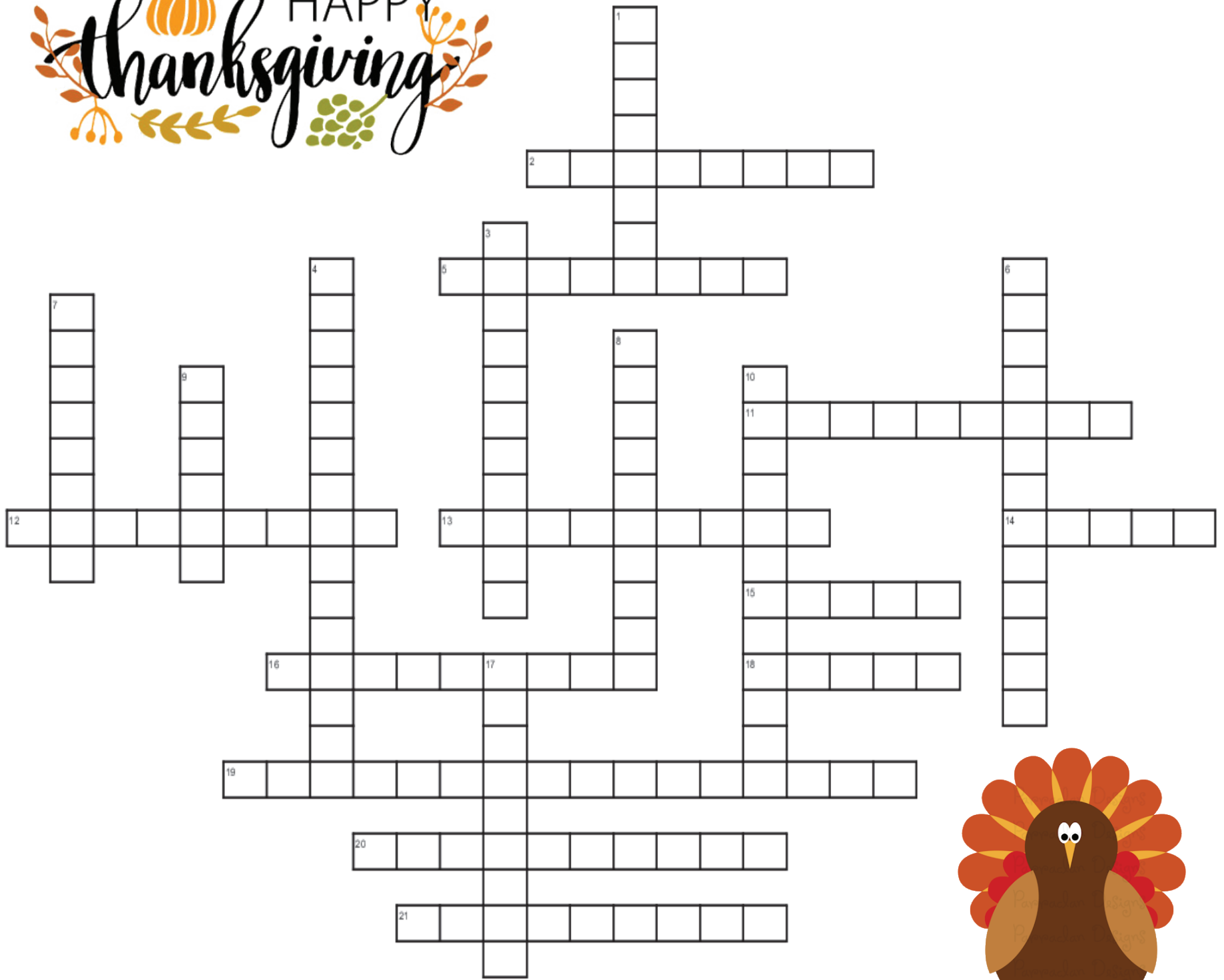


INKPMUP



KIDS ACTIVITY PAGE

Thanksgiving Crossword



Across

- 2. who celebrated the first Thanksgiving with "Tejas"
- 5. stuffing or __
- 11. what you don't eat during the feast
- 12. the pilgrims' ship
- 13. Libby's canned pumpkin is not pumpkin, but is another squash. What is the name of the squash?
- 14. what the average person spends a third of their life doing
- 15. what you need to make sure you clean after Thanksgiving
- 16. What does the thanks in Thanksgiving express
- 18. Fresh baked __ go well with your dinner
- 19. The money worth a breadstick and 2 bagels wanted the USA's national bird to be a turkey
- 20. "Horn of Plenty"
- 21. turkey eats duck, duck eats chicken?

Down

- 1. traveling religious people
- 3. what makes turkey topping
- 4. who said the idea of thanksgiving was, "The most ridiculous idea I have ever heard"
- 6. The turkey of the west coast sometimes
- 7. The penultimate school day
- 8. 3.1459265358 + Halloween symbol
- 9. a large group of people
- 10. where the Pilgrims landed
- 17. in 1953, Swanson had too much extra turkey left after thanksgiving (260 tons). What new product did that lead to?

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Stockton native gets hands on experience during summer employment

WRITTEN BY: JASON PIDDINGTON

Public Relations Writer-Athletics, Communications, 608-342-7645,
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PHOTO COURTESY OF: ASPYN STEWART AND PIONEER ATHLETICS

Platteville, Wis.- University of Wisconsin-Platteville women's basketball junior Aspy Stewart knew she wanted to do something in law enforcement and forensic investigation when she was a freshman at Stockton High School in Stockton, Illinois. Her father is chief of police in Stockton, so she has been around law enforcement most of her life. After her freshman year at UW-Platteville, Stewart began working at Apple Canyon Lake (ACL) where she put her law enforcement knowledge to work and learned new skills.

"During my high school career, I played softball, volleyball and basketball so, I didn't have time to fit in a job," Stewart said. "Somebody mentioned a job at ACL and be a part of the safety and security team. I need a job after my freshman year of college and said 'OK let's do this' and it felt like it would get my foot in the door because we would get to work with the county EMS and law enforcement services."

ACL is a secluded area on the 400-acre Apple Canyon Lake located in the northwestern part of Illinois. ACL sits on 2,700 acres with 2,200 individual housing units and is known for great bass and walleye fishing. Boating, water skiing, hiking trails, camping area and a public golf course are some other amenities ACL offers.

"ACL is a private home owner association, we have security 24/7," safety and security manager of ACL and Stewart's supervisor Julie Janssen said. "Aspy is a safety and security officer, at minimum our officers need a first responders license due to our location and the fact that the nearest ambulance is 25 minutes away. It is super important that our staff can provide good basic life support until an ambulance or medical helicopter can arrive."

Stewart's first ride along at ACL involved an all-terrain vehicle (ATV) accident and a medivac transport. "What totally got her hooked on the job was when she did her first ride along with us," Janssen said. "We were paged to a UTV accident, and the patient smacked their face pretty good on the pavement. It was an intense call, and Aspy was with us for it, we ended up calling in a helicopter for transport. After the call Aspy was 'all right, this is cool, I want to be a part of this if this how my every night at work is going to be, it's pretty awesome', and I was like 'What? not every night is going to be like this', but I thought that it was a pretty good first impression for her."

Part of the job required Stewart to become an Emergency Medical Responder (EMR), also known as first responder. "I started doing ride along with the county guys on medical calls and loved it," Stewart said. "I was able to work at ACL during the summer and take the class to get my license as an EMR."

Stewart saw a wide range of medical calls, from a simple lift assist of an elderly patient to motor vehicle accidents. "We have a lot of broken bones, car accidents due to a lot of gravel roads the ATV's traveling on them, and just the normal sickness where they need to get to a hospital to be treated, it really does range to simple stuff to severe traumas," Stewart said.

Janssen saw Stewart grow in her position from her first summer to this past summer. "Her first season with us she worked security on the ATV and golf cart trails and picked things up easy with being from a law enforcement family, and this year she did boat patrol," she said. "She had to learn to drive a boat and maneuver a boat and gain confidence on the water. Our boating season was absolutely bananas due to COVID, and she had to get confident doing it and working with her team. I was really proud of how she handled her position, and it will help her out in the long run. Her first summer she was not doing anything by herself as she was working on her EMR license. She had a team to fall back on, but now she is doing more on her own and jumping in on incidents on the water or taking the squad and responding to calls by herself."

As Stewart enters her third year as a member of the Pioneer women's basketball team, she has confidence in her ability on the court from her life experience at ACL. "My mentality now is everything will happen and anything can happen," she said. "You have to have an open mindset and not get frustrated or upset. I have seen really bad incidents. I can't just focus on the incident; your focus is helping this person. Seeing some of my friends get into these bad accidents was a reality check; and the first incident was like HOLY COW, this is what I am going to be seeing all the time, so get used to it. That is how it is with basketball; things won't always go your way; you got to understand that and make the change and adjustment to get better."

While Stewart gained confidence for the upcoming season, Janssen saw her confidence and ability flourish due to her being a student-athlete. "I had a son who was a student-athlete, so I knew what to expect and can see the difference in the students who play sports in college and those who didn't," she said. "Her confidence level is more prevalent than maybe the newer kids who just got done with their EMR class. She communicates really well with her team and can tell she has been around team work; she is around her basketball teammates and out here it is kind of the same thing. We need to be on the same page and what is going on and where stuff is happening. It normally is not one person, we all got to work together, everyone is on the boat or on the trails working a launch, in the squad car responding to a scene; we all got to be on the same page. I differently see as a student-athlete she is much more confident with herself around people. This is a people person profession."

COVID also gave Stewart a glimpse of what going back to campus would be like with new safety protocols put into place. "I would say the biggest thing for me is I have learned safety," she said. "I know the only person you can keep safe is yourself. It is hard to stay consistent with the new things that come out. It seemed every day we had new protocols and we had to go through them as a collective group. With the new protocols; it was like, ok, this is what we have to do; let's do it. We didn't want to forget to do one of the steps and get put into quarantine if you were in contact with somebody with COVID, so it was super crucial to know everything and be sure that you knew everything," she said.

With the seclusion and distance of the nearest ambulance, ACL will utilize medivacs quite often. These medivacs can come from Rockford, Illinois; Dubuque Iowa or Madison, Wisconsin. One of the things Stewart trained on this summer is the safe use of a medivac. "We do airlift a lot of people at this job, and when I do my shift for Stockton EMS, we had a medivac every Monday night in August. We had a training session with Air Care 3 out of Dubuque, Iowa to learn what they want and get everyone on the same page," she said.

It is something Janssen echoed "We got Air Care out in August, it is a nice training, when you are in an emergency you are in awe to get that helicopter there. It is nice to sit down and visit and go over expectations because the crews are different and how they want the scene worked and how they like their landing zones. It was a great training and we got a cool photo with the aircraft."

Part of being on the water patrol, Stewart did have some normalcy



in her day-to-day duties, but that can change in a heartbeat. "Her daily assignments would vary; it all depended on where she was assigned to," Janssen said. "She could be checking stickers to make sure there are no illegal boats on the lake, checking to ensure the boats had the required safety equipment on board to assuring boats were not parked in a private dock. There is so many day-to-day activities people can do here, our number one job was to have a presence and provide safety. A day can have nothing happening and seem quiet, and all of sudden you are slammed."

Stewart had the visions of going into law enforcement. "My dream job would be working for Illinois State Police Crime Scene Department," She said. Then Stewart took a few classes and had conversations with Illinois troopers had her thinking differently. "As I went through some classes and started learning things and talking with different troopers, Homeland Security in Washington D.C. is up there now," she said."

Then after two summers doing security and patrol at ACL? "Going into the military has been sitting in the back of my head, so if I do go to the military I would either go into military police or I am going to do crime scene with a paramedic, so I would be a combat medic," Stewart said. "My dad has a guy that works in the department; he was a combat medic and he can do everything; it is fascinating, because one, you have to be pretty smart to do it and two, which I learned, you don't think you just do it, there is no time to think."

With the different options and jobs Stewart has her eye on, the position at ACL has giving her the opportunity to position herself for whatever path she decides. "She is lucky to have such a unique job at her age," Janssen said. "I know that this job is a stepping stone job for whatever our staff wants to do. I have a staff member who is in nursing school and another just graduated from nursing school. The experience they get with us is pretty spectacular, you get to deal with people, our sheriff office, you get to deal with a lot of different things that can lead to a lot of different things, it is pretty cool."

Stewart's advice to anybody thinking about volunteering for EMS or a position at ACL: "If people have the opportunity to do something good, they should do this because it really helps balance your mental stability and teaches you to appreciate everything you have and appreciate the people that are around you."





Better Together

**BY CARRIE MILLER,
HUMAN RESOURCES MANAGER**

On October 13th, 2020 we were able to have our annual team building day. It was very different from years past due to COVID-19. However, our employees were still able to get out and enjoy the day. This year we kept each department together, rather than mixing departments to limit any outside exposure from those they do not directly work with. The team building day this year gave each employee the chance to experience Apple Canyon Lake. Even though we all work here, a lot of the employees never get out to experience what Apple Canyon Lake has to offer. Each department Manager spoke with their employees and decided what amenity their department would like to experience. The Office Staff decided to go out and enjoy the lake for the day. The Maintenance Staff played 9 holes of golf while the Pro Shop Staff and Communications Department explored the trails and lake. Security also ventured out onto the Lake for some fun. Even though we were unable to be all together it ended up being a great day that everyone enjoyed. We all were able to sit back and relax and get the chance to know each other better. Everyone was able to see and experience what makes Apple Canyon Lake everyone's happy place.




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APPLE CANYON LAKE GARDEN CLUB

Children's Garden: Nature Is Our Best Playground

BY THERESE NELSON

Nature provides one of the best playgrounds for our children. It's where a child learns basic skills through play. It's where they figure out what they are good at and when to take risks. They learn how to interact with others and learn something that inspires them to later build a career.

This beautiful garden will be available to all residents of Apple Canyon Lake in late spring 2021. It will be a vibrant display of plants to include mostly perennial flowering plants with a mixture of annuals for three-season color. The plants will be placed in alphabetical order for educational purposes and suitable for all kinds of learning.

Vegetable plants will also be grown along the pool fence and supporting wall on the northwest side of the children's garden. We want to do more than just have plants. We will be adding elements to provide age appropriate interest to support the children's learning.

The Children's Garden Committee is researching, designing, and choosing the plants for a full sun garden. The initial Garden Club's investment is \$500. Another \$250 was received from Thrivent Financial to support our project.

We recently received a generous donation from one of our own ACL families. They are donating a statue of three children playing in a garden and many other decorative garden items.

We are so very excited that this beautiful element of happy children will be part of this stunning garden. Thank you to this kind family!

Additionally, the Garden Club has plans to develop a Canyon Kids Adventure Program which will bring children in touch with nature through organized play. Many state parks and departments of natural resources have great programs that ACL can duplicate and bring

to our community.

This winter will be a busy planning time for the Children's Garden Committee. We hope you will send us any thoughts or ideas you or the little children in your life may have. Please send to katnkev1984@gmail.com.





RECREATION RE-CAP

**BY KIRSTEN HEIM,
COMMUNICATIONS & RECREATION ADMINISTRATIVE ASSISTANT
kirsten.heim@applecanyonlake.org**

Halloween at ACL looked a little different this year than in previous years. Unfortunately, we were unable to host the Haunted Trail and Escape Room with everything that is going on, but we nonetheless wanted to keep the Halloween spirit alive, so...

On Friday, October 23rd and Saturday, October 24th we held the ACL Halloween Spirit Tour! Saturday night the Recreation Department also set out pre-made treat bags in our wicked witch's cauldron outside of the Pro Shop to ease the sweet tooth that typically accompanies any good Halloween festivity. The treat bags seemed to be an absolute hit right off the bat as I ushered several families over to the cauldron for pick-up from the beginning of the night into the later evening hours.

In-between treat bag duty, Communications & Recreation Manager, Tim Brokl, and I were able to view the Halloween Spirit Tour homes. In total we had four homes located throughout the lake participate in the Tour and they all did a fantastic job! I was able to snap a few photos of several of the scenes located on the Tour, but pictures do not do them justice. There were umpteen skeletons, strands of Halloween

lights, strobe lights, and plenty of spider webbing throughout many of the scenes. It was clear that these homeowners take 'spooky season' to a whole new level with their amount of dedication.

With that being said, I would like to thank each homeowner for participating in the ACL Halloween Spirit Tour, Home #1 - Madlyn Steffey 'Skeletons on Vacation', Home #2 - Jayne Schmitt 'Fall with Halloween figures & light up pumpkins', Home #3 - Kristin Cisek 'Skeletons & Lights', and Home #4 - Carmel Cottrell 'Skeleton Village'. Voting for the Spirit Tour took place on our Facebook page (facebook.com/AppleCanyonLake) and yielded the following: 1st Place - Home #4, 2nd Place - Home #1, 3rd Place - Home #2, and 4th Place - Home #3. Again, thank you to all our participating homes and to those that took on the Tour!

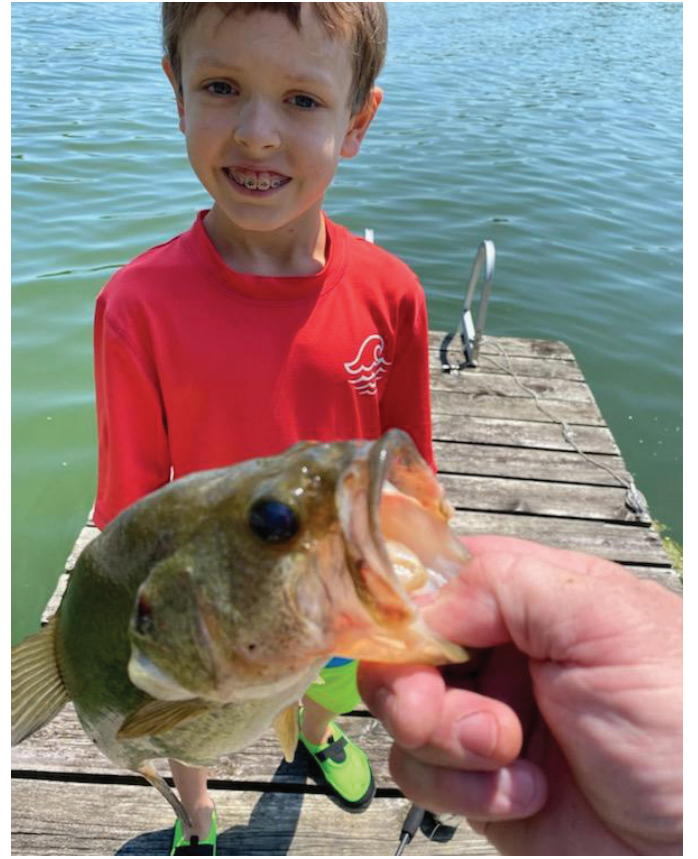
In addition to the Halloween Spirit Tour, we hosted the #CanyonCarvingContest. For this Contest, we asked that each participant submit a carved pumpkin and to vote for their top 3 favorite pumpkins once the deadline to submit closed. At the time of writing this, the Carving Contest just recently entered the voting phase. We had several pumpkins submitted and thank all the families that participated. To view our 1st - 3rd Place Canyon Carving Contest winners, please visit our Facebook page using the link mentioned above, thank you.



FISH TALES

BY: KIRSTEN HEIM,
Communications & Recreation Administrative Assistant
kirsten.heim@applecanyonlake.org

Do you have a knack for fishing? There is nothing more exciting than sharing in the glory of a triumphant catch, please think to include us! If you would like to share your "catch of the day" with us, please e-mail your name, picture, and any additional details to kirsten.heim@applecanyonlake.org for your chance to be featured next. Please note that the images and information received are subject to be used for marketing & promotional purposes. Happy fishing!



First fish! Ryan Peterson and Uncle Brad. Photo by Brad Jacks.

Jackson Cullen, grandson of Phil and Marta Cullen holds up his prize of the day, a 3#, 21" Walleye. He's a proud young fisherman.

Left and Right: Friends of Neal Brandenburg, Gary and his son Jayce, catching catfish.



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LETTER TO THE EDITOR & POLICY

YORKE

Beautiful Work in North Bay Creek

The purpose of this Letter to the Editor is to express a huge "THANK YOU" for the excellent work being done on Hell's Branch Creek up in North Bay, just below the road bridge. It is BEAUTIFUL! That stretch of the creek between the Bridge and the lake was becoming rough as a result of neglect. Now it has become picturesque and visually inviting. Few things have the ability to stir the hearts of mankind like the sight and sound of running water through a natural setting. As a result of the work, every time I walk or drive that area, my heart is stirred. Thanks to Shaun, Aren and the Maintenance Department for the fine design and construction work that has been completed in this area! Great job!!!

Mike Yorke, 5A106



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ACLPOA Board Approved Policy

THE APPLE CORE: ACCEPTANCE OF MATERIAL

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

The Editorial Review Committee shall consist of a member of the Board, who shall be the Chair; the General Manager, who shall be Vice-Chair; the Editor of The Apple Core, who shall be the Secretary; and such other members as the Board may appoint from time to time. This Committee shall prepare policies for the acceptance of material to be printed in The Apple Core, including, but not limited to, letters to the editor and policies for advertising material printed, which policies shall be submitted to the Board for approval annually.

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

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

LETTERS TO THE EDITOR:

Letters from Property Owners are welcome.

Letters to the Editor must be:

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

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

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

With respect to Board Elections:

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

Adopted: May 16, 1998

Reviewed: November 15, 2008

Amended: April 21, 2001

Amended: November 19, 2011

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Enhanced Healing: The Power Within

When your body tissues are injured, the platelets in your blood immediately release chemical signals to begin the healing process. These signals send white blood cells rushing to the wound site to clear out damaged cells. They also activate fibrin-platelet clots, reduce inflammation and increase the local concentration of growth factors and other proteins that stimulate collagen production, restore blood vessels and create new cells.

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Just like any routine blood exam, your dentist will draw a small vial of your blood. The blood is then placed in a centrifuge. The spinning action of the centrifuge separates the blood, allowing your dentist to isolate the PRF matrix and place in the surgical site. Depending on the type of procedure, extent of bone loss and soft tissue damage and the patient's individual health needs, the PRF membrane may be used alone or with bone graft material to promote rapid healing and regeneration of healthy tissues.

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Dr. Stephen Petras,
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classifieds

Classifieds are just \$10 for 25 words and your ad is displayed in *the Apple Core* and on the website for the entire month!

Download the form from the www.applecanyonlake.org and submit your classified ad and payment by the 22nd of the month.

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

For Sale: Lot 8A293 Monroe Court. Beautiful wooded lot. Buyer pays \$1 plus closing costs. All 2020 Association fees have been paid. Call 847-714-6014.

Pontoon Boat for sale! 2013 Misty Harbor, 16ft, Merc 40HP. Includes new Minnkota trolling motor, new Hummingbird locator, and new cover. In great condition. Call Kevin at K&S Marine 815-492-2504.

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For Sale: Buildable lot 4A77 Marlin Dr. Buyer pays \$1.00 plus closing costs. 2020 Association Fees paid. Taxes \$36.00. Call 847-588-2271

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For Sale: Lot 7A157 Tee Pee Court. Buildable lot, buyer pays \$1.00, seller pays closing cost. 2020 Association fees paid. Taxes \$23.30. Call or text 630-379-9444.

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

Inherited lot for sale! Lot 3A197. Buyer pays \$1.00 plus closing costs. 2020 Association Dues paid! Call Joe at 847-421-1008.

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COMMUNICATION CONNECTION

**BY TIM BROKL,
COMMUNICATIONS & RECREATION MANAGER
tim.brokl@applecanyonlake.org**

I cannot believe how fast Halloween has come and gone. Although it was not the same without the Annual Haunted Trail and Halloween at the Campground, we hope the members that participated, enjoyed the Halloween Spirit Tour and Halloween Pumpkin Carving Contest we held in their place. The Recreation Department also provided grab-and-go trick-or-treat bags for the ACL kids on Saturday October 24th. We know it isn't the same as trick-or-treating, but we hope they enjoyed the treats and that it provided some feeling of normalcy during these unusual times. We look forward to 2021 and hope to see the Haunted Trail and Halloween at the Campground return as well.

Also, in October the Recreation Commission and Recreation Department hosted a free Grab-and-Go Picnic. Although the weather turned out to be not as nice as we would have liked, on October 17th the Commission and Department served just over 100 hotdog and brat lunches, along with chips and water for our members to enjoy.

Looking ahead, we have a few things going on in November and December. Beginning November 1st, we will be holding a Holiday Food Drive that will last through December 31st. Normally, we collect donations year-round at the Clubhouse and volunteer and Relay for Life team member Mary Behan would donate her time to transport the donations to the Bread of Life Food Pantry in Apple River. However, this year, as you all know, the Clubhouse has been closed due to the ongoing COVID-19 pandemic. So, over the holidays we will have a donation box set up at the Pro Shop that members can drop off donations to. You can read all the details in Mary Behan's article at the back of this issue of the Apple Core.

In December, we unfortunately have decided to cancel Cocoa and Cookies with Santa this year. With his busy schedule delivering toys to all the good girls and boys, we could not risk Santa falling ill. We hope to see him back next year for cocoa and cookies. The Jingle Bell Brunch unfortunately has also

been canceled this year.

However, on December 5th, we will be hosting the Annual Tree Lighting Ceremony, but with some big changes from the years prior. Instead of meeting at the Clubhouse or Firehouse Fitness Center, we will be hosting the Tree Lighting Ceremony on the Pro Shop Patio and in the area around it. To help everyone keep warm, in addition to the outdoor heaters, the Pro Shop staff will be helping Santa's elves with the baking this year. The Pro Shop will be serving complimentary cookies and hot cocoa for the kids and I may have heard that the Grinch is working with the bartenders on a special treat for the grown-ups. However, if Santa asks, you didn't hear it from me.

2020 has been a year unlike any other, while we were able to have some fun alternative events this year, I know we all cannot wait for things to return to normal. I hope all our members have a wonderful and safe Thanksgiving.



Recreation Commission members from left to right, Sheila Gee, Fern Tribbey, Tim Brokl (staff), John Diehl, Kirsten Heim (staff), along with ACL member, Penny Diehl (not pictured) served just over 100 free grab-and-go lunches on Saturday, October 17th. Photo by Penny Diehl.

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FAX: 815.492.2160

Heat Light Program

Name _____ Date _____
 Mailing Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Cell _____ Work _____
 Email Address _____
 ACL Address _____ ACL Phone Number _____

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

Repair Company _____
 Phone _____ After Hours Phone _____
 Heating System (circle type) Electric _____ Propane _____
 If propane, your supplier's name _____
 Phone _____ After Hours Phone _____

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

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

Dated this _____ day of _____, _____

 Property Owner Signature

PROTECT YOUR PIPES

JOIN THE ACL HEAT LIGHT PROGRAM!

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

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

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

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

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 608-759-3600

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



Apple Canyon Lake Holiday Food Drive
To benefit the Apple River Bread of Life Food Pantry
 November 1st—December 31st

Donations can be dropped off at the **ACL Pro Shop** at the designated Food Pantry Donation Box located near the ATM.

What can you donate?

Money donations – Checks only made payable to the “Bread of Life Food Pantry”
(Cash will not be accepted. Please leave checks with a Pro Shop Staff member to secure.)

Food and household donations that are very much needed include:

Canned Goods – Spaghetti O’s (especially with meat), ravioli, tuna, coffee, chili, baked beans, soup, canned fruit and veggies, etc.

Boxed Goods – Cereal, mac & cheese, pancake mix, pudding mix, cake mix/frosting, Hamburger Helper, etc.

Other Foods – Peanut butter, spaghetti sauce, apple sauce, cooking oil, ketchup, mustard, dry pasta, salad dressing, syrup, stuffing, etc.

Personal Care Items – Toothbrushes, toothpaste, shampoo, deodorant, etc.

Household Items - Laundry detergent, dish soap, toilet paper, paper towels, cleaning supplies., etc.



Have you considered running for the
ACL BOARD OF DIRECTORS?

*Do you have questions or are curious about Board responsibilities?
 To learn more, join Board & Nominating Committee members
 for light refreshments during an*

**INFORMATIONAL
 GATHERING**
Saturday, November 7th
1:00 pm at the Pro Shop

- Are you a team player?
- Do you have vision?
- Can you spare some time?
- Do you care about the long-term health of the ACLPOA?
- Are you an “ideas” person?
- Are you dedicated?
- Is ACL important to you?
- Are you a good listener?

*If you answered yes to any of these questions,
 then please join us on November 7th.*

*If you are interested in running for the Board of Directors;
 and are unable to attend the Informational Gathering,
 a one-on-one phone conference with the General Manager or a Board
 Member may be scheduled by contacting the General Manager at
 (815)492-2238 or shaun.nordlie@applecanyonlake.org*

Elizabeth Ambulance



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

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

Seeks volunteers

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**Tree Lighting
 Ceremony**
Saturday, Dec 5
6:30 pm
Meet on the Pro Shop Patio

*Complimentary cookies & hot cocoa
 courtesy of the ACL Pro Shop.*

Hosted by the ACL Garden Club & Recreation Committee.

- PAINT 3 ROOMS, GET ONE FREE
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