

THE Apple Core

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Mr. & Mrs. Claus Stop by Apple Canyon Lake for the Annual Tree Lighting Ceremony



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.

ACL Town Hall Meetings have concluded. Visit: applecanyonlake.org/townhall to get involved! Read the proposed changes to the Declaration and Bylaws on pages 23 - 47.

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MESSAGE FROM THE GENERAL MANAGER

BY SHAUN NORDLIE

At their November 21st meeting, the Board of Directors approved sending the Amended and Restated Declaration and the Amended and Restated Bylaws to the membership for approval. The ballots will be included in your annual assessment (dues) packet this year

that will be mailed to you on January 8th. The ballots need to be filled out and signed by the Voting Member of each lot. Please make sure that you know who the Voting Member is for your lot. If you have your lot in a trust or other legal entity and have not designated an owner to be the Voting Member, please call the office to let them know who your Voting Member should be. Without a designated Voting Member, you will not be able to vote on the documents.

Now that the documents have been approved by the Board of Directors, no more changes can be made. The Legal commission received a fair amount of questions and requests on the documents and made some substantial changes to the documents due to owners' submissions. If you have questions about the documents or would like clarification on a part of the documents, please contact me, I would be happy to discuss them with you.

I hope you have taken the time to review the documents in the Apple Core or Town Hall page of the website. I understand that reading two documents with strike outs and different colors can be confusing and not a lot of fun, but we also have both documents made simple on the website that details the changes made and gives an explanation of why the change was made.

Why is it important to vote for these documents? The changes made come mostly from our attorney, who specializes in Community Associations. The firm only represents Community Associations, so they know the law and they have experience from other Associations. Other changes are mostly updates to the documents since they were last changed and recorded in 2012. Voting for the documents means these changes can be made and recorded prior or the 2021 season, which would mean we only have to send them out for a vote one time, saving the Association money for postage and printing.

You can submit your ballot through the mail with your other Association documents. You can drop it off in the drop box at the Association office, you can email

it to the office if you receive your statement from the office electronically. You can also bring it to the office if you are meeting in person with customer service staff through our reservation system.

I know many of you only use Apple Canyon for the lake or other amenities and you do not want to be bothered with politics of the Association. But as an owner of the Association you want to make sure that the Association is prepared for the future and has their governing documents inline to be ready for the next 50 years. By taking a few moments to understand the documents and filling out your ballot, you will be doing your part for the Association.

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



FROM THE PRESIDENT

BY BARB HENDREN

It's hard to believe that the end of 2020 is in sight. What a tough and troubling year it has been. We have all faced many challenges and have seen our world change almost overnight due to the impact of the COVID-19 pandemic. There are, however, a couple

of positives. For one, I am very proud of how quickly and efficiently the Association dealt with the onslaught of the pandemic. The Board immediately started holding special Zoom meetings open to all owners to discuss COVID-19 related concerns and get input. Within weeks, our offices were open for curbside pickup. The Pro Shop, golf course, and Marina were able to adapt and open for business with safety measures as soon as state restrictions were lifted. The pool and beach were also available for use starting in July, with limited capacity, through the use of a reservation system. Need I mention that the lake and trails were open the whole time? And how about the weekly videos that our Communications Department and Shaun have put together to keep everyone informed? How fortunate we are to have such great staff and administration here at ACL who are able to adapt and accommodate the owners in the midst of such changing times. My thanks to each and every one of our employees for their hard work and dedication through this challenging year!

Another bright spot for us – many of you are aware of the solar farm which is being constructed on the northwest side of ACL property. I was recently given information on Jo-Carroll Energy's new community solar program by Marcy Stanger, the ACL representative at Jo-Carroll Energy, and how ACL property owners can benefit from solar energy it produces.

Solar development in our area continues to grow. The Illinois Shines program is the brand name of the adjustable Block Program, a state-administered program for new solar photovoltaic ("PV") systems. The program provides payments in exchange for 15 years of renewable Energy Credits ("RECs") generated by community solar projects and other PV systems. Community solar is an arrangement under which multiple customers subscribe to a single large PV system. By subscribing, individual customers offset their own electricity use with a portion of the electricity generated by the community solar system. Community solar may be a good option for customers who would prefer not to install solar panels at their homes.

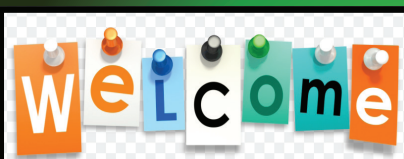
Jo-Carroll Energy's new community solar option can help make solar easy. Jo-Carroll Energy's Apple Canyon Community Solar project offers potential savings for subscribers and supports the development of local solar power.

Eligible members pay a monthly subscription fee and receive credits on a per kWh basis. Subscriptions are available in 2.5kW blocks, with up to two subscriptions per member (depending on use), not to be split between meters or locations. Subscriptions can be cancelled at any time.

What are the benefits to homeowners at Apple Canyon Lake? There is no equipment to install, no upfront costs, the program promotes development of local solar power, and subscribers can save money on their electric bill. There are some eligibility requirements: must be a Jo-Carroll Energy member with electric service in Districts 1-9, a residential, single-phase account, and must not already have solar.

Availability is limited with subscriptions taken a first-come, first-serve basis. If you would like more information on how to participate, contact Marcy Stanger, 13A17 Rawhide Court, email grandkidswe love@gmail.com; or call the co-op's energy advisor, John Scott, at 800-858-5522, ext. 1339.

Happy Holidays to all, and may you have a New Year filled with peace.



TO NEW ACL OWNERS

- Arthur J. & Shawn Duddles
- Eric & Amy Ahlvin
- Austin Wilson
- Matthew & Lynda Behnke
- Scott Stone
- Gail Stone
- Anthony John Polizzi

- Thomas Johnson
- Alfonso Blum & Helena Fernandez
- James Howard
- Shaun Martin
- Robert Schwichtenberg



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THE APPLE CORE

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THE APPLE CORE: 14A157 Canyon Club Drive • Apple River, IL 61001-9576

ACL CONTACT INFORMATION

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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

www.applecanyonlake.org

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

TOWNSHIP CONTACTS

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

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



AMENITY HOURS

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

DECEMBER HOURS:

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

Closed December 24, 25, 26 in observance of Christmas holidays

Closed December 31 – New Year’s Eve

Closed January 1 – New Year’s Day

Not getting the Apple Seed e-blasts?

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

2021 CALENDAR OF EVENTS

REGULARLY SCHEDULED ACTIVITIES

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

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

SPECIAL EVENTS – SUBJECT TO CHANGE

- January 16 Sledding Party 1-3pm
- January 16 Family Potluck & Movie Night 5-8:30pm 5-8:30pm
- February 6 Midwinter Gathering TBD
- February 20 Pinewood Derby TBD

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APPLE CANYON LAKE FOUNDATION UPDATE

BY DON FORD, FOUNDATION CHAIR

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

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

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

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

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

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APPLE CANYON LAKE PROPERTY OWNERS' FOUNDATION

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

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

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

HOW YOU CAN CONTRIBUTE

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

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

GENERAL CONTRIBUTIONS

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

PLANNED GIVING

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

TRIBUTE GIFT

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

MEMORIAL GIFT

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

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

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

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

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

Your generous gift will go towards:

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

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

APPLE CANYON LAKE PROPERTY OWNERS' FOUNDATION DONATION FORM

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

Donor Name(s) _____

As you want it to appear in the list of donors.

Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

Amount enclosed: ___ \$10 ___ \$25 ___ \$50

___ \$100 ___ \$150 ___ \$500 ___ Other \$ _____

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

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

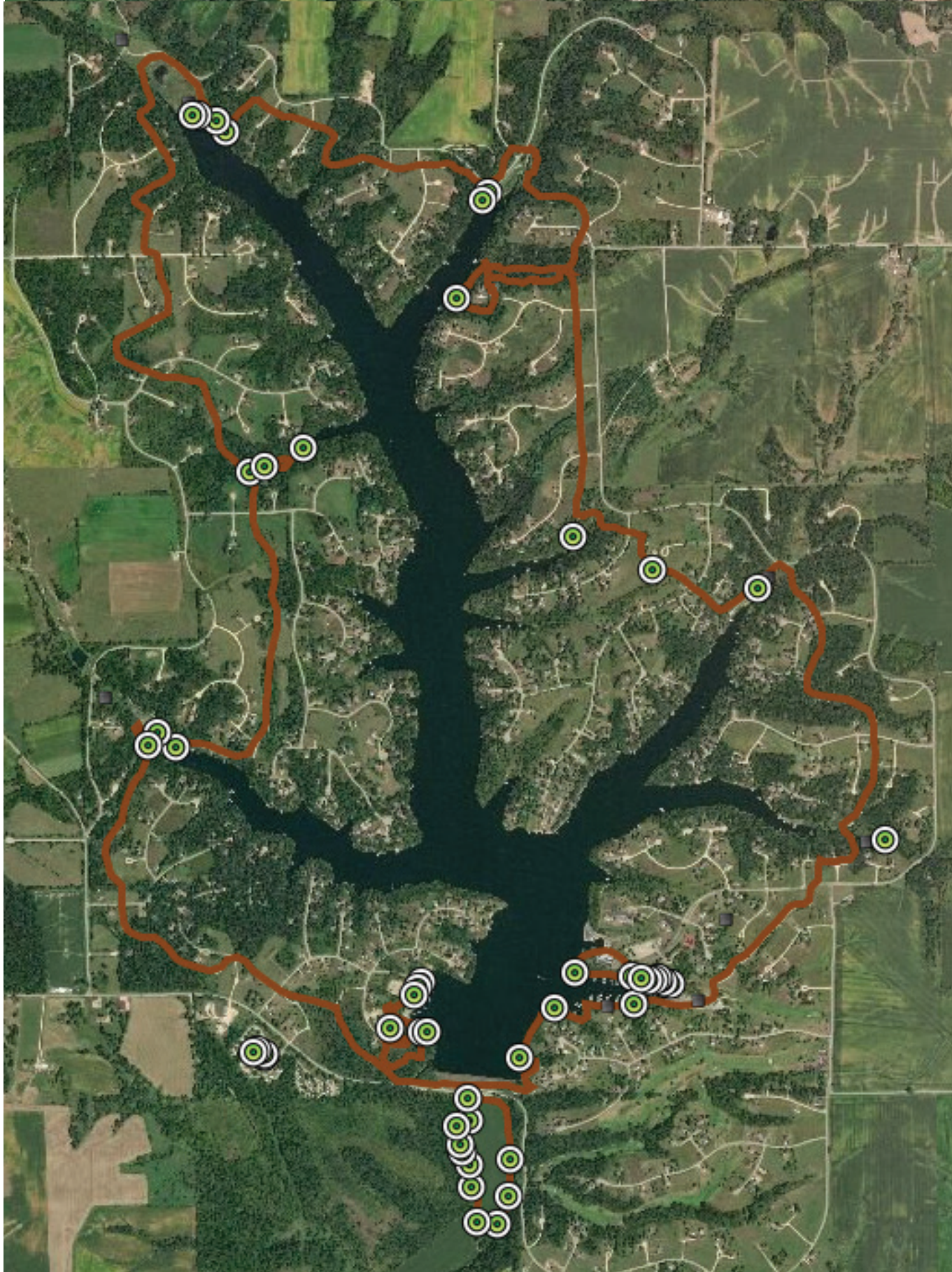
Name of Individual(s): _____

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

Total Amount Enclosed: \$ _____

Make check payable to and mail to:

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



The 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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OCTOBER 2020 PRELIMINARY TREASURER'S REPORT

	OPERATING BUDGET						
	MONTH			YEAR TO DATE			ANNUAL
	ACTUAL	BUDGET	OVER/ (UNDER)	ACTUAL	BUDGET	OVER/ (UNDER)	BUDGET
REVENUES *	\$ 251,547	\$ 254,308	\$ (2,761)	\$ 2,792,717	\$ 2,889,864	\$ (97,147)	\$ 3,275,701
DIRECT/INDIRECT EXPENSES	234,574	218,097	16,477	2,545,233	2,783,552	(238,319)	3,273,177
OPERATING INCOME (LOSS)	\$ 16,973	\$ 36,211	\$ (19,238)	\$ 247,484	\$ 106,312	\$ 141,172	\$ 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	\$ 450,795	\$ 711,233	\$ 1,065,993	\$ 2,228,021
OTHER CASH	\$ 265,247	42		\$ 265,289
RECEIVABLES	\$ 119,316			\$ 119,316
OTHER PREPAIDS ETC.	\$ 47,842			\$ 47,842
TOTAL CURRENT	\$ 883,201	\$ 711,275	\$ 1,065,993	\$ 2,660,468
INVESTMENTS	\$ 271,828		\$ 180,932	\$ 452,760
Due from Capital Project Fund				\$ -
PROPERTY AND EQUIP (NET)	\$ 6,920,354	\$ 321,587		\$ 7,241,941
TOTAL ASSETS	\$ 8,075,383	\$ 1,032,862	\$ 1,246,925	\$ 10,355,170
LIABILITIES AND FUND BALANCE				
CURRENT	\$ 471,389			\$ 471,389
Due to R&R Fund				\$ -
DEFERRED INCOME	\$ 536,912			\$ 536,912
FUND BALANCE	\$ 7,067,082	\$ 1,032,862	\$ 1,246,925	\$ 9,346,869
TOTAL LIAB & FUND BAL	\$ 8,075,383	\$ 1,032,862	\$ 1,246,925	\$ 10,355,170

REPLACEMENT & RENOVATION FUND (R&R)				
	MONTH	YEAR-TO-DATE	FISCAL YEAR BUDGET *	REMAINING BUDGET
BEGINNING FUND BALANCE	\$ 1,277,583	\$ 1,052,116		
Income Earned - Interest	\$ 1,013	\$ 9,599		
Annual Assessment Transfer		\$ 559,000		
Add'l Transfer from Operating	\$ -	\$ -		
Transfer to Capital	\$ -	\$ -		
TOTAL AVAILABLE	1,278,596	1,620,715		
R&R EXPENSED	\$ -	\$ -	\$ -	\$ -
LAND & LAKE	\$ 26,996	\$ 200,964	\$ 400,000	\$ 199,036
BUILDING	\$ 4,675	\$ 10,259	\$ 15,000	\$ 4,741
MACHINERY & EQUIP		\$ 100,474	\$ 103,000	\$ 2,526
VEHICLE	\$ -	\$ 29,999	\$ 30,000	\$ 1
F&F		\$ 7,093	\$ 11,000	\$ 3,907
2019 Carryover		\$ 25,000	\$ 35,000	\$ 10,000
TOTAL R&R EXPENDITURES	\$ 31,671	\$ 373,790	\$ 594,000	\$ 220,210
ENDING FUND BALANCE	\$ 1,246,925	\$ 1,246,925		

* 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	\$ 3,851,514	\$ 4,184,445
BUILDINGS	\$ 3,822,924	\$ 1,878,799	\$ 1,944,125
EQUIPMENT	\$ 2,018,410	\$ 1,689,612	\$ 328,799
FURN & OFFICE FIXTURES	\$ 776,305	\$ 763,944	\$ 12,362
VEHICLES	\$ 470,466	\$ 392,493	\$ 77,973
PROJECT DOWNPAYMENTS	\$ 372,651	\$ -	\$ 372,651
TOTALS	\$ 15,496,715	\$ 8,576,361	\$ 6,920,354

CAPITAL PROJECTS		
	MONTH	YEAR-TO-DATE
BEGINNING BALANCE	\$ 1,032,818	\$ 422,314
Annual Assessment Transfer		\$ 608,000
Operating Fund Transfer	\$ -	\$ -
RR Fund Transfer	\$ -	\$ -
Interest	\$ 44	\$ 2,548
Add'l yearly transfer	\$ -	\$ -
TOTAL AVAILABLE	\$ 1,032,862	\$ 1,032,862
ARCHITECT	\$ -	\$ -
ENGINEERING	\$ -	\$ -
CONTRACTOR PAYMENTS	\$ -	\$ -
EQUIPMENT	\$ -	\$ -
LAND IMPROVEMENT	\$ -	\$ -
BUILDING	\$ -	\$ -
INTEREST	\$ -	\$ -
LOAN REPAYMENT	\$ -	\$ -
OTHER (Financing, Postage etc)	\$ -	\$ -
TOTAL CAP PROJ EXP	\$ -	\$ -
ENDING BALANCE (DEFICIT)	\$ 1,032,862	\$ 1,032,862

Posted: 11/19/20
 Created: 11/19/20

Submitted by: Ashlee Miller, ACLPOA Financial Manager

ACLPOA FINANCIAL MANAGER'S NARRATIVE

Based on Preliminary October 2020 Results

October Operating Revenues were \$251,547

Year-to-Date (YTD) Revenues were \$2,792,717 and were under budget \$97,147.

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

Budget Line (Revenues)	YTD Actual	Over (Under) Budget
Lease Rental*	\$47,399	(\$10,548)
Bad Debt Recovery	\$5,079	\$5,079
Advertising Income	\$106,969	(\$7,281)
Social Recreation	\$2,161	(\$25,440)
Pool Parties & Swimming Lessons	\$510	(\$9,615)
Boat Rental	\$58,832	\$24,432
Golf Fees/Season Passes	\$129,156	(\$7,894)
Golf Food & Beverage	\$154,263	(\$28,251)
Marina Concessions	\$211,060	(\$61,940)
Designated Funds	\$6,409	\$6,409

October Operating Expenses were \$234,574.

Year-to-Date (YTD) Expenses were \$2,545,233 and were under budget \$238,319.

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

Budget Line (Expenses)	YTD Actual	Over (Under) Budget
Department Wages/Payroll Taxes	\$1,319,206	(\$61,824)
Employee Fringes	\$179,701	(\$45,804)
Conference & Training	\$4,381	(\$6,719)
General Supplies	\$16,162	(\$5,713)
Resale Supplies	\$136,798	(\$42,449)
Food & Beverage	\$80,511	\$8,229
Advertising*	\$68,152	(6,928)
Social & Recreation	\$5,188	(\$16,587)
Maintenance-Equipment	\$27,221	(\$10,679)
Maintenance-Grounds	\$78,597	(\$13,803)
Maintenance-Vehicles	\$6,730	(\$6,969)
Gas & Oil	\$32,833	(\$18,617)
Legal Fees	\$46,047	\$9,797
Bad Debt	\$9,292	(\$35,708)
Utilities	\$95,992	(\$17,492)
Insurance	\$179,940	\$38,901
Special Projects	\$10,960	(\$11,540)
Covid-19 Expenses	\$7,953	\$7,953

The above activity resulted in YTD Operating Revenues greater than Operating Expenses for an operating income of \$247,484 which was over budget by \$141,172.

R&R expenditures for October were \$31,671. Line items greater than \$5k include:

Stream Stabilization.

R&R expenditures (YTD) were \$373,790 with a remaining budget of \$220,210
 Note: Remaining Budget includes \$10k carryover from 2019.

Submitted by: Ashlee Miller, ACLPOA Financial Manager
 Created: 11/19/20

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BOARD OF DIRECTORS' UNAPPROVED MONTHLY MEETING MINUTES

Following are UNAPPROVED MINUTES of the November 21, 2020 regular Board of Directors' Meeting. Minutes are in unapproved draft format for informational purposes only, pending approval at the December 19, 2020 Board of Directors' Meeting.

- 2.0 Call to Order – President Barb Hendren called the meeting of the Apple Canyon Property Owners Association to order at 9:09 on Saturday, November 21, 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, Jody Ware, Steve Borst, Steve Tribbey, Gordon Williams, Mike Harris and Tom Ohms, all attending via Zoom. General Manager Shaun Nordlie was also in attendance. Henry Doden was absent.
- 4.0 Approval/Adopt Minutes from the October 17, 2020 Meeting – Steve Tribbey motioned “to approve the minutes from the October 17, 2020 meeting.” Seconded by Tom Ohms. Motion carried with Mike Harris abstaining.
- 5.0 Treasurer's Report – Treasurer's Report will be in The Apple Core. Jody Ware commented that it is important for everyone to understand the revenue that we have coming in that goes in the operating fund.
- 6.0 Committee/Commission Reports
- AECC – Steve Tribbey reported that they met on November 7, two new house permits issued at that meeting. Four new dwelling permits in 2020. 126 deed transfers year to date (houses and vacant lots). 142 building permits year to date. Next meeting is December 5.
- Conservation – Paula Wiener reported they held their last meeting of 2020 in November. Finished quarterly and annual greenway stewardship reviews. Big event of the meeting was Joe Rush being the visitor. Lot of discussion and with Joe's encouragement we have recommended a change to the blue gill program. Eight keepers over 8 inches. Discussion also on trying a musky stocking program. We are going to stock 50 12” muskies starting in fall of 2021. Will do that for three years. Will start the new year with three new members.
- Golf – No meeting.
- Henry Doden joined the meeting at 9:20 a.m.
- Deer Management – No meeting, but Gordon Williams reported total harvested is at 22 with 19 being does, 3 bucks. Hunters are seeing quite a few deer.
- Lake Monitoring – Steve Tribbey - went out on the lake for the last time on October 30. The surface temperature was 51F. Dissolved oxygen was above 5.0ppm to a depth of 5 feet. Dissolved oxygen levels and temperatures were very uniform for the entire depth of the lake, meaning that the lake has turned over.
- Recreation – Steve Tribbey reported they met November 16. Halloween event summary – virtual pumpkin carving contest, received just under 20 submissions. Spirit Tour – October 23 & 24, four participating houses. Holiday events– Jingle Bell Brunch cancelled. Clubhouse Decoration – Canceled. Hot chocolate and cookies with Santa – may be changed with the Tier 3 restrictions now. Tree lighting details are still being worked on.
- Trails – Tom Ohms reported that the last meeting was October 24. Assessed our year and looked at future goals and plans. Overall feel the trails are in great shape. Next meeting will be in March.
- Strategic/LongRange Planning- JodyWare reported that they met and reviewed the benchmark score card. Hope to have it published soon. Also, getting ready to roll out 2021 Plan on a Page. Next meeting is February 5.
- Legal – Jody Ware reported that they have been very active, last townhall meeting following the last Board meeting, no new questions from ownership. As of today, we have not received any additional questions or proposed suggestions for new language. Will be asking Board to accept our recommendation to put the Amended and Restated Declaration and Bylaws out to Voting Members to vote. We are doing a Commit and Submit for ACL campaign and feel this is important to get done in January. Please vote early.
- Foundation – Jody Ware reported they had a meeting and had our first request for funding. You will see more of that today in new business. Looking forward to supporting projects that are taking place around ACL.
- Rules & Regulations – Mike Harris reported they met November 6. Today you will see a trash & recycling update for 2021 on the agenda. Shaun Nordlie received an email from property owner wanting to keep trails open later than 10p.m. After discussion, we decided to not change that. Next meeting 12/4.
- Nominating – Barb Hendren reported they have three candidates that have submitted paperwork to run for the Board in 2021. Next meeting is December 10.
- Campground – Steve Borst reported that they did not meet but Joe Wiener submitted our application to the County for the expansion and pavilion.
- CAMP A&D – Nothing to report.
- CAMP F&M – Nothing to report.
- 7.0 General Manager's Report – Shaun Nordlie reported that with Tier 3 regulations, the Pro Shop will not have indoor dining. Added plastic to the patio area as an option. Working on new “to go” orders after Thanksgiving. Association received word that the PPP loan (payroll protection) has been forgiven. \$341,500. Great news!
- 8.0 President's Report – Barb Hendren noted that a solar farm is being built on the west side of ACL. Property owners can participate in this. Marcy Stanger gave us information on this. Look for more on that later.
- 9.0 Property Owner Comments
- 10.0 Consent Agenda
- 10.1 Committee/Commission Changes – Mike Harris motioned “to appoint Angie Marek and Dave Bohnenkamp to the Conservation Commission, and to accept the resignation of Rick Paulson from the AECC, Trails Commission, and CAMP A&D Ad Hoc Commission.” Seconded by Steve Tribbey, motion carried.
- 11.0 Unfinished Business
- 11.1 Amended & Restated Declaration of Covenants & Restrictions – 3rd Reading - Gordon Williams motioned “to approve the proposed Apple Canyon Lake Property Owners' Association Amended and Restated Declaration of Covenants and Restrictions (2020 version) to completely replace, in their entirety, the current declaration recorded in 2017; and to distribute to all Voting Members on January 8, 2021.” Seconded by Tom Ohms. Discussion: Henry Doden asked how can we approve these now? Shaun Nordlie – this is the Declaration, not the Bylaws. Gordon Williams - a lot of time was spent on this, great work. Our town hall meetings were spirited, and we had great comments, nice to move forward with this. Barb Hendren would like to compliment the Legal Commission, so responsive to property owners' questions. A lot of changes due to what property owners brought up. Jody Ware – members of Legal also have full time jobs – big shout out to the Legal Commission members who dedicated five years of work to update these documents. Motion carried with Henry Doden abstaining.
- 11.2 Amended & Restated Bylaws – 3rd Reading - Tom Ohms motioned “to approve the proposed Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws (2020 version) to completely replace, in their entirety, the current bylaws recorded in 2017; and to distribute to all Voting Members on January 8, 2021.” Seconded by Bob Ballenger. Discussion: Henry Doden – Maintenance decision should be decided so it can go in the Bylaws. This should be tabled. Barb Hendren – easy to change the Bylaws. Tremendous effort and amount of time getting this ready and the expense by waiting is just not worth it. We can make a change to the Bylaws. Not worth holding up. Jody Ware – Bylaws are like your owners' manual. Up to date and current. Article 11 committees and commission, section 8. There are standing committees and commissions. Lists them there. The new commissions were added. Agree with Barb, not a significant change. Want to send this out January 8 and we would have to start production in December to get it ready for the package. Huge cost savings to be able to do that. Motion carried with Henry Doden voting nay.
- 11.3 Maintenance Commission - Mike Harris motioned “to reinstate the Maintenance Commission with the following charge – The Maintenance Commission shall work under the direction of the Building and Grounds and Natural Resources Managers to help fulfill the duties of the Maintenance Department. The commission can assist the department with planning, estimating and reviewing on 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 of Directors shall serve as a member of this commission. The commission shall prepare a summary of activities and projects the commission has been involved in over the past year for presentation at the Annual Meeting.” Second from Tom Ohms. Discussion: Mike Harris – we know we can't have someone be the chair that is not an owner or a member of the commission. Shaun Nordlie – wrote this the way it was at Lake Carroll. We can take that off. Building and Grounds Manager would be staff liaison. Fine with them not being the chair. Jody Ware – that language is not in the recommendation. We do the same thing with Recreation. Steve Tribbey – when this issue came up, he spoke with Joe Foreman who used to be on the old Maintenance Commission. Pointless commission – all projects are budgeted and comes through Shaun. Meetings were more of a complaining meeting, nothing got accomplished. Fear that the people on the commission will be micromanaging the other managers. Don't see it as being a productive commission. Jody Ware – did an analysis of all meeting notes. Some meetings were 10 minutes long, one was 38 minutes, two 55-minute meetings. Note – they did not meet monthly. Our maintenance is not four times per year. Hope they would use R&R as a guide. Provide direction on where we need to go. In the charge, like that the commission can assist the department with planning on all matters. But the word that protects that is can. Mike Harris – can't speak for the short meetings, but if we would not have had a Maintenance Commission at the time of all the theft, we would not have caught 95% of them. Tom Ohms – do we have enough volunteers to get this going? Mike Harris – not sure – not a lack of volunteers. Henry Doden – talked to a couple other people, the commission did a lot of research and work for the sprinkler system for golf course. Because they did this work, noticed a big discrepancy on the billing. Gordon Williams – we have a maintenance supervisor with a job description.

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Expected to do that job description. With respect, we do have common property spread out over 2700 acres. If we are having problems internally, maybe we look at it internally to make that job easier for a supervisor rather than having a group of people discussing projects, etc. Personal thoughts, agree with Steve Tribbey on micromanaging. Problem with this commission, feel in my heart there will be problems down the road. Henry Doden – newspaper has had numerous articles on how important maintenance commissions are. Losing something by not having it. Shaun Nordlie – IALC – asked who has commissions, several do not have these commissions. Barb Hendren – do see some positives in helping with planning and research aspect. Steve Tribbey – could be handled with ad hoc commission. Steve Borst – finance side of this – we have instituted some good checks and balances on approvals on things that maybe were a little lax prior. Annual audit as well. Do a good job of monitoring that. We have this workshop coming up – commissions like this would be perfect to do homework on and figure out costs. Close to having something that could work and benefit. May not be there yet. Jody Ware – important to remember we now have a Financial Manager. Our software is managed by us. We budget how much maintenance gets and what they spend their money on. When they invoice, that goes through management team and is in the computer system. Always have a running balance on what has been spent and what it has been spent on. Weekly managers' meetings – report outs. That too would have been helpful when we had the theft at ACL. Henry Doden – example of what they could possibly do – problem with vibration on the dredge and they continued to run the dredge. Caused one of the brackets to break- could do research and possibly eliminate the problem. George Drogosz – was on the Maintenance Commission when golf course irrigation was proposed. Sat down with the contractors. Everybody was going along with doing this in off season. One contractor – save \$\$ by doing one hole at a time. Worked out well. Tom Ohms – why didn't Golf Commission handle the issue? Barb Hendren – hearing is that the way the motion is written, is not what we want. Worried about micromanaging our Building and Grounds Manager and Natural Resources Manager. Could be well served by doing ad hoc committees on a project by project basis. Agree. Need to take it to a vote. Roll call: Jody Ware – nay, Tom Ohms – nay, Steve Borst – nay, Bob Ballenger – nay, Mike Harris – nay, Gordon Williams – nay, Steve Tribbey – nay, Henry Doden – nay. Motion fails.

12.0 New Business

12.1 Rules & Regulations – Trash & Recycling – 1st Reading – Gordon Williams motioned “to suspend Roberts Rule of Order,” seconded by Steve Tribbey. Discussion: Box spring can be broken up; mattress is what the charge is for. Pretty straightforward. Bob Ballenger asked about B3 - disposed of in the same month – rationale for that? Shaun Nordlie - common language right now, will double check on that.

12.2 Social Media Policy – 1st Reading– Discussion: Shaun Nordlie – we now currently have the Facebook policy. Group page has grown considerably. Feel like we need some policy here. We do get language with content and language not appropriate. Want to make sure we can keep up and make sure the group page stays as cordial as possible. Jody Ware – like the way the policy is written, but for 2nd reading, can we put in policy format. Organization, financial, HR, etc., in a policy format so we know where it would be located in the policy manual. Based on operation of the organization, so we would definitely go under operation. Jody Ware will check. Gordon Williams - item #6 of the policy, how do you work that internally? Shaun Nordlie – Kirsten, Megan and Ashlee – they get dings on their phones when a post has been made. We did discuss if something on a Friday night, what do we do in those cases? Figured out if it is something inappropriate, we would have to deal with it right away. Make a decision together through texts or phone and discuss. Steve Tribbey – why did legal counsel suggest to review after stuff is posted? Seems like stuff gets posted and no rebuttal on truth, etc., should be reviewed before they go public, referencing the integrity especially. Shaun Nordlie – thought we were doing that the right way, before posted. But that puts a liability on the association. Steve Tribbey – what about rebuttal? Shaun Nordlie – there are times that we do have to get on there and explain that the information isn't correct. Also, times where you get both sides where they correct each other. We have had discussions about getting rid of it, but we do have owners that enjoy it. Still a benefit for the owners. Tom Ohms – good tool for promotions if used properly. Association page is not open comments. Mike Harris -what will keep someone from starting their own page? Shaun Nordlie – already out there, nothing we can do about those. Tom Ohms – approve the membership – someone requests to join this? Shaun Nordlie – yes, can also be invited by a property owner, so could be non-owner. Policy format for second reading.

12.3 Membership Records Policy – 1st Reading – Discussion: Shaun Nordlie – doing this to make sure we are covered, information we have to provide is not used for commercial purposes. Barb Hendren – exhibit A – under the heading policy item #1 – anybody who wishes to inspect records, submits written request to BOD. Is that voted on? BOD directs Shaun to take care of it for them. Falls on Shaun Nordlie. Steve Tribbey – updated every October – more like a directory with home-based addresses, with no lot numbers here at ACL. Seemed useless. Would lot numbers be associated with that? Shaun Nordlie – can do different things with the directory. In dues packet – you put what you want as far

as address. We drop all of that in Excel. If we wanted to change that, we would have to make sure members are okay with that. NorthStar would offer us more than Abacus, could be more options if we wanted to go that route. Not a lot of directories are sold – maybe 10. Jody Ware – there is language in Bylaws about maintaining the roster. Henry Doden – agree with Steve Tribbey, person by the name of Johnson, 15 listed but with no lot number listed, don't know who is who. Shaun Nordlie will ask about that. Jody Ware – for 2nd meeting would like to see this in policy format and would be under board operations.

Mike Harris motioned “to reinstate Roberts Rule of Order.” Second from Gordon Williams, motion carried.

12.4 Northstar Purchase–Jody Ware motioned “to approve the purchase of Northstar software, to be paid from the 2020 Operating Budget surplus.” Second from Steve Tribbey. Discussion: Jody Ware wanted to thank Shaun, along with some employees that have gone over to Galena Territory – feel like Shaun has included the worker bees for this transition. Very positive about this. Purchased Abacus in 2016, went live in 2017. We previewed a lot of different software at that time. Was Northstar one of the choices at that time? Shaun Nordlie – no, they weren't an option, needed to be server based at that time. Jody Ware – never find the miracle software that is customized to our needs but liking the capabilities of Northstar. Owners having more capabilities, this is being talked about in strategic planning. Mike Harris – any other software companies? Shaun Nordlie – this is discounted because they acquired Abacus. Annual fee is more, but will save on sending eblasts, etc. To get back into Abacus for records, they are waiving that fee. Not interested in checking others due to Northstar acquiring Abacus. Happy with Northstar. Employees that worked with us with Abacus are still working with Northstar. They know us. Northstar is web based, private side to website, be able to pay bill online, be able to book events and activities online, will be an app for notifications. Lot of features to it. Galena Territory loves it. Conversions are always tough, but once on it, it is great. Northstar is much bigger than Abacus. Jody Ware – price tag for this for the first year, if we approve this today – thinking of using dollars from our budget surplus. How much will we be using of that? How much would we be spending in 2020? Shaun Nordlie - \$73,000 total. Jody Ware – installation includes training day. \$4,280 for monthly licensing – would be \$51,360 that would be part of which year? Shaun Nordlie – 2021, would start once we go live. We do have money budgeted for Abacus next year and would use that. Will have to make up for that in other areas for next year. Jody Ware – dredge will be returning and will be a hardy bill with that – are we in a position where we are good for 2020? Shaun Nordlie – will be R & R for dredge, not operations. Enough money in there for the dredge. Barb Hendren –support, is that billed monthly? Shaun Nordlie will check. Stated that it is monthly, so assuming it is monthly. Would not pay until we go live. License fee is \$10,000 for a year and pay separately for support. Will save on some items but will be more in some areas. Going to be \$20-25,000 more approximately. Hopefully owners see this and see the benefit from it. Paying bills online will be a huge benefit. Henry Doden – insurance carrier - some major companies are being hacked. Are we covered? Shaun Nordlie -we do have insurance for that. Also, security is included with the program. Gordon Williams – we do have a security gateway in the office and next question – double check to make sure we are up to date on PCI compliance. Steve Borst – doing this during COVID a good idea? Shaun Nordlie – good time actually. Once they get through the Chronicle and calendar and tree lighting, will be quiet for the next few months. If on-site is not able to happen, they can do Zoom or Go-To meetings. Will adapt if we can't meet in person. If we can go live in April or early May we can get the benefits out to the property owners. Jody Ware – actually is the time when we do need software capability like this especially with COVID. Do all online. Think the staff is very excited with what Northstar can do. Motion carried.

12.5 Garden Club Children's Garden – Do not have a recommended motion for this. Garden Club has been very busy creating a children's garden and planning other activities, like Canyon Kids Adventure program. They are asking for us to support them in these efforts and would like to realize some of these projects before the CAMP project. Plans to add a children's playground, replacing fire pit, building a fishing pier. Not sure what they want from us right now. Jody Ware – she put this on the agenda. Garden Club came to the Foundation with their proposed project. Garden Club is not a part of our organizations, they are similar to our Bass Club. Asking from us is approval to use the designated area for plantings as listed on the map. With that area, they are also taking over the responsibility of maintaining. Jody Ware motioned “to approve the designated area on common property for plantings proposed by the Garden Club of ACL.” Second from Gordon Williams. Discussion: Jody Ware - also those designated areas are already prepared. They are using a designated area of common properties and will maintain that area. But we have to get the plants in there first. Canyon Kids Adventure – can cross that bridge in the spring. Focus on raising funds for the gardens right

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now. Know they are asking the Foundation for financial support. We have an ACL commission CAMP that is working on the clubhouse area master plan. In that master plan, it includes changes in the fishing pier and playground equipment. Make a decision about when to make those changes; staging and mobilization of equipment, etc., be careful we are not crossing two big projects, but working together on those two projects. Mike Harris – reminds him a lot of everything we are doing in CAMP. Walking trails, flowers, etc. Very close. Not against it, but we have to be careful it could be torn up when we do the clubhouse. Steve Tribbey – love the sketch of the area around the clubhouse. Don't want it to get trampled on when work begins on clubhouse. Don't want to start all over again. Same with the playground – that was an area in the design, etc., need to try to think ahead and work hand in hand. Jody Ware – motion for the planting for the children's garden that is around the pool and the trail down below by the Cove. An area down there they want to put vegetables,

etc. That is why she motioned to approve the planting. Basically, the common area they have already prepared. Steve Tribbey – structure for outdoor events we talked about by the clubhouse? Pavilion – we have money that has been donated for the memorial pavilion. Shaun Nordlie would have to consider that and where it might go. But could go in different location as well. A vote was taken and passed unanimously. Foundation donations for this purpose would be appreciated. Steve Borst – they do have an online store where they are selling merchandise trying to get their funds going.

12.6 December Meeting Date–Steve Tribbey motioned “to discuss the December meeting date.” Second from Gordon Williams. AECC is on the 5th. December 12 or 19 are both open. All good with Saturday, December 19th.

Mike Harris motioned “to suspend Roberts Rule of Order.” Second from Bob Ballenger.

12.7 Open Discussion about COVID-19– Shaun Nordlie reported that as of yesterday, we are back to Tier 3. Pro Shop is not open for indoor dining. We are doing Zoom for all meetings while in Tier 3. Fitness Center limited now to one person or same household. Didn't want to close it down. Did close down the bathrooms at old maintenance. Jody Ware – golf course officially closed? Shaun Nordlie – no we have had golfers still. Continuing to mow. We told people as long as carts are here, that is fine. Will still rent them a cart or can use own private cart or walk.

13.0 Other

13.1 CAMP Update - no CAMP update.

Tom Ohms motioned “to resume Robert Rule of Order.” Second from Steve Tribbey.

Mike Harris motioned to adjourn at 11:37 a.m.

Recording Secretary, Rhonda Perry

President, Barb Hendren

Corporate Secretary, Steve Tribbey

BOARD ACTIONS

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 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

- 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

NOVEMBER

- 10.1 Committee/Commission changes – APPROVED
- 11.1 Amended & Restated Declaration of Covenants & Restrictions – 3rd Reading - APPROVED
- 11.2 Amended & Restated Bylaws – 3rd Reading – APPROVED
- 11.3 Maintenance Commission - FAILED
- 12.1 Rules & Regulations – Trash & Recycling – 1st Reading – NO MOTION REQUIRED
- 12.2 Social Media Policy – 1st Reading – NO MOTION REQUIRED
- 12.3 Membership Records Policy – 1st Reading – NO MOTION REQUIRED

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

- 12.4 Northstar Purchase - APPROVED
- 12.5 Garden Club Children's Garden – PLANTINGS APPROVED
- 12.6 December meeting date – DATE NOT CHANGED
- 12.7 Open discussion about COVID-19 – NO MOTION REQUIRED
- 13.1 CAMP update – NO MOTION REQUIRED

CHARITABLE GIVING DURING A PANDEMIC

BY ASHLEE MILLER, FINANCIAL MANAGER

COVID-19 has canceled nearly every event that involves big crowds this year. No doubt many groups are feeling the hit, from town fairs to huge concerts to local fundraisers. Likely nonprofits are feeling the hit a bit harder than others, as more often than not their entire revenue stems from events and charitable donations. However, if you are struggling to keep food on your own table or struggling with unemployment, the thought of donating any of your savings may seem frightening. Many people are tightening their budgets or possibly creating a budget for the first time. So how can we help others when we may need help ourselves?

As many of you have learned from your personal taxes, prior tax law changes made an impact on the amount of charitable donations many people made because it was simply more beneficial to claim the standard deduction versus itemizing. The Coronavirus Aid, Relief and Economic Security (CARES) Act was passed in March 2020, which allows taxpayers who claim the standard deduction to also benefit from charitable contributions. Taxpayers who claim the standard deduction are now allowed to take a deduction of up to \$300 for cash contributions made in 2020 to qualifying organizations. Contributions under the CARES Act must be in cash, which includes checks and credit card payments, and they must be made to a 501(c)3 public charity. Contributions under the CARES Act do not qualify if they are to private foundations or donor-advised funds. The unique point to note is the CARES Act deduction is a “universal above-the-line” deduction. What does that mean? Basically, if you donated up to \$300 in cash to a qualified organization, your adjusted gross income (AGI) will be reduced by \$300 if you claim the standard deduction. Although the \$300 limit seems low, the above-the-line deduction directly reduces your tax liability. For nonprofits, every gift adds up and is extremely important, especially in these times.

If you are in a position to donate to charity and you have close to \$12,400 for singles or \$24,800 for couples in itemized deductions (mortgage interest, medical expenses, state taxes, etc.) it may make sense to “group” your donations for 2-3 years into 2020. Another benefit of the CARES Act is those who itemize can deduct charitable contributions of up to 100% of their adjusted gross income (AGI) for 2020 only, which was previously limited to 60% under the 2018 Tax Cuts and Jobs Act. As always, please make sure to consult with your tax professional to create a strategy that works best for you.

Monetary donations are not the only way to give back. There are many opportunities to give back that do not involve monetary gifting. Look around you in your community. Neighbors, coworkers, or friends may need assistance with grocery pickup or a simple phone call to cheer them up. Another way to donate is to donate food to food banks or make a meal for someone you know could use a little assistance. Donating blood is also an excellent way to give back without dipping into your funds. Maybe you have a talent that you could offer to a local



nonprofit such as marketing or fundraising ideas. Whether we donate cash to a nonprofit or show up for a friend by simply calling and checking on them, there are so many ways to help now in a time of incredible need. I encourage everyone to look around for where you can make a difference in your community – either here at ACL or where you reside full time. We are stronger together.

815-492-2102
 6138 N. Lake Number 1 Rd, Apple River, IL
 Hours: Mon-Thu 10-6, Fri 9-5, Sat 9-1
 Email: rickssales@jisp.net
 Website: rickssalesandservice.com
 Owners: Rick & Mary Hammer

Vincent, Roth, Toepfer & Leinen, P.C.
Attorneys and Counselors at Law
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Life isn't about waiting for the storm to pass – It's about learning to dance in the rain

Hard to believe that 2020 is almost over, for all the craziness this year, it sure went fast. I thought the quote above summed up the year, if you didn't adapt, you were waiting. I feel that despite the challenges this year, Apple Canyon made progress in their goals and adapted to all the restrictions.

With the end of the year I want to give one last recap of the Plan on a Page One Year Action steps for the year. Next month I will introduce the 2021 Plan-on-a-Page and explain our goals for the year.

High Performing Operations and Management

- In analyzing contracts and purchases this year we were able to save the Association money on employee health care, propane, copier services, water usage and fuel to name a few. Each year we reevaluate our operations to find more efficient ways to purchase and operate the Association.
- As I stated this summer, we did not challenge a small increase request from Utilities Inc. this year, but we are expecting them to request another large increase in 2021 so ACL and the other Lake Associations will work together to see what options we have for fighting a future increase
- All CAMP related items have been put on hold for now so they have all been marked RED, which is "Off Track". The Board of Directors decided at their May 2020 meeting to delay CAMP until at least 2021 due to covid concerns. The Board is now prioritizing the flood mitigation project and CAMP and will determine when each project will begin.
- The Legal commission has been working tirelessly this fall presenting the Declaration and Bylaws to the ownership so they understand the changes being made and are prepared to vote on approving the new documents in 2021.

Improvement of Infrastructure

- The Conservation commission presented to the Board in October an update to the goals of the watershed plan. The original goals were made in 2015 and some of them were no longer relevant or needed to be tweaked five years later. The Board approved the changes so now the Conservation commission will work on obtaining those goals for our lake. We also have hired Applied Eco Systems to amend the watershed with ten projects for erosion control around the lake. These specific projects will be added to the watershed plan as an addendum and hopefully help us when we apply for grants to help pay for implantation of our watershed plan.

- Every community in ACL has now had enough signups for fiber and Sand Prairie is working to get houses hooked up to fiber. I don't think they will finish the job in 2020, but the good weather this fall has allowed them to continue working into December.
- The trails were busier than ever in 2020 and the trails held up to the additional traffic and look great. The Trails commission is helping the maintenance department with additional items that can be done on the trails to make them safer and improve the ride for all owners
- The Association is moving closer to determining the best way to get water out of the lake quicker during heavy rain events. In the next few months, the Board will determine which project and when to start for flood mitigation.

Amenities and Services

- Converting campsites from tent sites to electric and water has taken a little more time than we anticipated, but we are going in front of the County Board this month to ask for approval to proceed. If everything goes well, we plan to have new sites and a new pavilion in 2021
- The Cove struggled with covid like all restaurants, but they made it and want to renew their lease for another two years. Owners have supported the new operators because of quality food and great service in the most beautiful setting for a restaurant.

Growth and Value Enhancement of Association

- Due to covid, the priorities for branding have been put on hold. We hope to get them restarted in 2021
- The Foundation had their first UTV raffle this year and their second annual Poker Run. Both events are becoming very popular with owners. A bench program was also started and is taking off also. Look for more from the Foundation in 2021 as they continue to grow and work towards their first project for ACL.

Despite a difficult year for everyone, we made progress on our goals and we look forward to 2021. I want to wish everyone a Happy Holiday Season and a Happy, Safe New Year.

KEY:

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

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

High Performing Operations And Management													
2020 Action Steps - One Year Action Plans	Responsible Party												
Study And Conduct Cost Analysis On Financial Operations Including Contracting And Purchasing	Shaun Nordlie, GM; Ashlee Miller	J	F	M	A	M	J	J	A	S	O	N	D
Monitor And Consider Challenging Utility Pricing	Shaun Nordlie, GM	J	F	M	A	M	J	J	A	S	O	N	D
Cooperate With Other Lake Associations On Common Interest Issues Or Events	Shaun Nordlie, GM	J	F	M	A	M	J	J	A	S	O	N	D
Market And Communicate Clubhouse Area Master Plan, Design, And Financing To The Membership Of Acl	Shaun Nordlie, GM; Camp FM Commission	J	F	M	A	M	J	J	A	S	O	N	D
Communicate To Membership, Using The Apple Core And Board Of Directors' Meetings, The Process Of Governing Document Alignment, Changes Being Made And Voting	Shaun Nordlie, GM	J	F	M	A	M	J	J	A	S	O	N	D
Improvement Of Infrastructure													
2020 Action Steps - One Year Action Plans	Responsible Party												
Design And Construct The Clubhouse Area Master Plan	Shaun Nordlie, GM; Camp A&D Committee	J	F	M	A	M	J	J	A	S	O	N	D
Continue With Implementation The Watershed Plan Of Action	Shaun Nordlie, GM; Aren Helgerson	J	F	M	A	M	J	J	A	S	O	N	D
Increase Capacity Of Jo Carroll Energy Internet Access To Patrons	Shaun Nordlie, GM; Paul Falson	J	F	M	A	M	J	J	A	S	O	N	D
Retain And Continue Utilizing Consultant Services For Lake And Watershed Management	Shaun Nordlie, GM	J	F	M	A	M	J	J	A	S	O	N	D
Improve And Maintain Existing Trail System	Ed Ziarko, Building and Grounds	J	F	M	A	M	J	J	A	S	O	N	D
Study, Create, And Implement Action Plan For Flood Control Options	Shaun Nordlie, GM	J	F	M	A	M	J	J	A	S	O	N	D
Initiate Concept Plan For Lower 80 Acres, Development And Design	Shaun Nordlie, GM	J	F	M	A	M	J	J	A	S	O	N	D
Amenities And Services													
2020 Action Steps - One Year Action Plans	Responsible Party												
Develop Additional Seasonal Sites At Campground	Shaun Nordlie, GM; Ed Ziarko	J	F	M	A	M	J	J	A	S	O	N	D
Maintain Ongoing Collaboration With Operator Of Cove Restaurant	Shaun Nordlie, GM	J	F	M	A	M	J	J	A	S	O	N	D
Conduct A Cost-Analysis Of New Amenities In Conjunction With Camp Masterplan	Shaun Nordlie, GM	J	F	M	A	M	J	J	A	S	O	N	D
Growth And Value Enhancement Of Association													
2020 Action Steps - One Year Action Plans	Responsible Party												
Develop Plan Of Action For Image And Branding Of Apple Canyon Lake	Shaun Nordlie, GM; Tim Brokl	J	F	M	A	M	J	J	A	S	O	N	D
Study And Assess The Viability Of Land Acquisition In The Surrounding Area	Shaun Nordlie, GM; BOD	J	F	M	A	M	J	J	A	S	O	N	D
Support And Promote Acl Charitable Foundation	Shaun Nordlie; Don Ford	J	F	M	A	M	J	J	A	S	O	N	D

MONTHLY COMMISSION REPORTS

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE MINUTES NOVEMBER 7, 2020 UNAPPROVED

- 1.0 Call to Order – Chair Cindy Zophy called the meeting to order at 7:58am with the following committee members in attendance in person: Jim Frank, Steve Tribbey, Mike Harris, Barb Hendren, Tom Ohms, Bill Ware, Building Inspector Joe Wiener. Via Zoom: Bob Ballenger, Cindy Zophy, General Manager Shaun Nordlie. Guest: Jody Ware. Absent: Rick Paulson, Gordy Williams. A quorum was attained.
- 2.0 Approve Minutes of the October 3, 2020 meeting – Bill Ware moved to approve the minutes of the October 3, 2020 meeting with a correction on item 5.1, “12A128 and 12A129”. Seconded by Jim Frank. Passed unanimously.
- 3.0 Property Owner Comments – Jody Ware representing the Legal Commission spoke to the AECC regarding the revised Declarations & Bylaws asking for our support to pass them.
- 4.0 Building Inspector’s Report - Joe Wiener reported 126 deed transfers year to date (houses and vacant lots). We have 142 building permits issued YTD. In 2019 we issued 2 permits for new dwellings. After today’s meeting we will have issued 4 new dwelling permits in 2020.
- 5.0 New Business
- 5.1 7A76, 7A77 Lookout Dr – Lot Combination - Steve Tribbey moved to approve the Lot Combination application for lots 7A76 and 7A77 in Section Apache. Seconded by Tom Ohms. Passed with 6 yeas and Barb Hendren abstaining.
- 5.2 2A21 Hidden Springs – shoreline limestone retaining wall, steps - Barb Hendren moved as per the submitted plans, within the lakefront setback,

- to permit the construction of a 190’ long and 3’ tall limestone retaining wall with 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 Bill Ware. Discussion these revised plans have moved the wall back closer to the shore lot line out of the lake. Passed with 7 yeas.
- 5.3 7A230 Mesa Ct – replace decking, convert part of deck to 3-season, setback encroachment - Mike Harris moved to approve the revision of approved ACL Permit 20-088 allowing the encroachment of a portion of the southeast corner of the attached screened deck into the side yard setback as per the submitted plans. AECC is granting written approval in accordance with ACL B&E Code 110.4E. No variance is granted. All other requirements for ALC Permit 20-088 remain. Seconded by Tom Ohms. Discussion on whether the JD County needs to look at this? JD County has issued their permits, but Wiener has advised the owners to check with Andy Tison if he needs more information. He believes the permit fees are a lump sum not based on square footage. Is a variance required here? Wiener stated that “decks, patios, driveways can encroach into a setback area with AECC written approval”. Is it a “3 seasons room” or a “deck” going into the setback encroachment? No, it’s a screened in porch. As such is not a “structure”. Definition of a “structure”. Is a deck attached to the house a “structure”? Do we want to allow the owner to build a structure into the setback? Is a variance required here? Need to get this straight so we are consistent. A variance will require notification to adjacent lot owners. Amend the motion? Mike Harris amended his motion to read: “to approve the revision of approved ACL Permit 20-088 allowing the encroachment of a portion of the southeast corner of the attached 3 seasons room into the side

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Apache Lot 215
Transferable Dock
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1A84 Mustang Lane
3 Bedroom 2 Bath
\$119,900



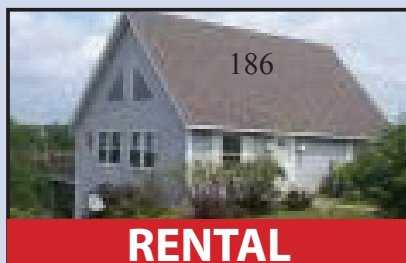
11A204 Spoon Ct.
2 Bedroom 3 Bath
\$171,000



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



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



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



3A91 General Sherman
4 Bedroom 3 Bath
Lakeview /
Transferable Dock
\$489,000



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



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



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



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

**LIST
YOUR
HOME
HERE!**

1 BLACKHAWK	**6** BLUE GRAY	**8** INDEPENDENCE	**11** FAIRWAY	195	\$850			
	13	\$2,000	225	\$1,750	243	\$1,500		
2 HIDDEN SPRINGS	32	\$1,500		84	\$12,000	259	\$14,900	
	33	\$1,500	**9** HAWTHORNE	177	\$7,000			
3 GENERAL GRANT	32 & 33	\$2,500	14 & 15	\$4,500	186	\$1,200		
65			59	\$5,500	199	\$1,200	**13** PIONEER	
	7 APACHE		235	\$800	225	\$4,000	37	\$7,400
4 WINCHESTER	13	\$12,000	249	\$4,500	310	\$4,000	59	\$6,500
118	16	\$2,900					80	\$1,000
	73	\$12,000	**10** EAGLE		**12** PRESIDENT			
5 BIG SPIRIT	215^^	\$18,500			35	\$1,100	**14** CANYON CLUB	
108	224	\$1,000			36	\$1,100		
	255	\$2,000			35 & 36	\$2,000		
					96	\$850		

**LOTS
FOR
SALE**

^^ Transferable Boat Slip Available
** Owner holds a Real Estate License
Dues Reduction Non-Buildable Lot

MONTHLY COMMISSION REPORTS

yard setback as per the submitted plans. A variance is granted. All other requirements for ALC Permit 20-088 remain." Motion not seconded. Committee voted on the original motion, failed with 7 yeas.

- 5.4 7A254 Tomahawk – shoreline limestone wall and riprap - Mike Harris moved as per the submitted plans, within the lakefront setback, to permit the replacement of rip rap with the construction of a 19.5' long and 5.5' tall limestone retaining wall between the extended lot lines as shown on the submitted plans. Retaining walls in excess of 6' in height shall be designed by a licensed engineer and stamped and sealed shall be submitted prior to the start of construction. (ACL 127.1 G) The existing dock shall be modified as required to follow the restrictions in the ACL letter of July 17, 1991. 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 that the owners have a permit for the rip-rap and the dock. The rip-rap will be replaced with the wall. The greenway area was granted in a previous (1991) application. Discussed the lot lines. Passed with 7 yeas.
- 5.5 12A128 Johnson – new dwelling with attached garage - Steve Tribbey moved contingent upon the Lot Combination being recorded with the County Recorder, to approve construction of a new 5 bedroom single family dwelling with an attached garage at 12A128 Johnson Lane as per the submitted plans dated 10/27/2020. The LP tank shall be buried. 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. Jo Daviess County permits, Thompson Township permit and Scales Mound Fire Protection District review must be obtained before the start of construction. No variance is granted. Seconded by Barb Hendren. Discussion on location of the house and the septic field on the 2 lots. It has been surveyed by Terry Leifker and Tom Golden designed the septic. The size of the house and the colors of the siding were discussed. Passed with 7 yeas.
Tom Ohms left the meeting at 8:41am.
- 5.6 3A74 General Lee – new dwelling with detached garage - Mike Harris moved to approve construction of a new 4 bedroom single family dwelling with a detached one-story 440 sf garage at 3A74 General Lee Ct. as per the submitted plans dated 9/30/2020. The LP tank shall be buried. 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. Jo Daviess County permits, Thompson Township permit and Scales Mound Fire Protection District review must be obtained before the start of construction. No variance is granted. Seconded by Bill Ware. Discussion that this is being held until the lot filing and the permit will not be issued until the deed is recorded. It has been surveyed by Terry Leifker and Tom Golden designed the septic. We rely on the paperwork from the Health Department for the septic and the owner can't build anything until that is issued. In the interest of expediency to begin building this season without having to wait for the next AECC meeting we chose to vote on this. Passed with 6 yeas.
- 5.7 5A91 Manitou – cut tree within 50' of lake - Steve Tribbey moved to permit the removal of a cluster of dying pines and trimming dead wood from the oak trees within 50' of the lake shoreline. 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 Mike Harris. Discussion on which trees will be allowed to be cut. Wiener has instructed the owner on specific trees. Passed with 6 yeas.
- 5.8 14A99 Marina View – new wood fence - Barb Hendren moved to approve construction of a new 48" high wood fence at 14A99 Marina View as per the submitted plans dated 10/28/2020. 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 Bill Ware. Discussion on materials, style, and height. Passed with 6 yeas.
- 5.9 8A199 Hale Ct – remove brush within 50' setback - Mike Harris moved to approve the removal of scrub brush along the west lot line within 50' of the lake shoreline. Silt fencing shall be installed as needed and disturbed ground shall be covered at the completion of the removal. No variance is granted. Seconded by Steve Tribbey. Discussion on the honeysuckle bushes that will be removed. Passed with 6 yeas.

- 5.10 7A21 Broken Lance – trim trees within 50' setback - Barb Hendren moved to approve the removal of dead wood from oak trees within 50' of the lake. No variance is granted. Seconded by Bill Ware. Discussion on dead limbs/branches in the oak trees. Wiener has instructed the owners to leave the trees that are alive. Passed with 6 yeas.
 - 5.11 6A25 Gettysburg – rooftop solar array - Mike Harris moved to permit the installation of a 36 module solar array on the dwelling's rooftop as per the attached engineering documents. No variance is granted. Seconded by Barb Hendren. Discussion on designed size will not exceed the owner's demand. Passed with 6 yeas.
 - 6.0 Unfinished Business
 - 6.1 Other Unfinished Business – Cindy Zophy announced the resignation of Rick Paulson from AECC. Discussion on a replacement member, possibly Steve Swedberg?
 - 7.0 Next Meeting Date – December 5, 2020
 - 8.0 Adjournment at 9:18am by Barb Hendren.
- Respectfully submitted, Steven Tribbey



CONSERVATION COMMISSION MINUTES NOVEMBER 7, 2020 UNAPPROVED

- The following Commission members were present in person: Chair Paula Wiener, Co-Chair Michael Yorke, Henry Doden and Tom Ohms. Via Zoom/telephone: Phyllis Cady, Mike Cammack, Gary Hannon and Steve Nelson. Guests: General Manager Shaun Nordlie, Angie Marek, Dave Bohnenkamp, Aaron Wiegel and Steve Winslow. Via Zoom/telephone Joe Rush and Norm Vandigo.
- 1.0 Call to Order – Chair Paula Wiener called the Conservation Commission meeting to order on November 7, 2020 at 9:03am.
 - 2.0 Approve Minutes of October 3, 2020 – Phyllis Cady motioned, and Henry Doden seconded, minutes approved as presented.
 - 3.0 Reports
 - 3.1 Lake Monitoring – Gary Hannon reported they went out for the last time on Friday, October 30.
 - 3.2 Tributary Water Sampling – Mr. Nordlie will be speaking to Aren Helgerson regarding if an October sampling was done, if not he will ask Aren to come back out to complete it.
 - 3.3 Applied Ecological Services (All Projects) – Mr. Nordlie will be meeting with AES on Thursday, November 12 to discuss the Winchester Bay project as well as nine other areas to consider adding into the watershed plan. Specific projects give ACL a better chance of obtaining a grant from the Environmental Protection Agency.
 - 3.4 Spring Fish Stock (Joe Rush) – Joe Rush reported the Spring fish shocking was done later in June. There was a lower collection of blue gills than anticipated, but they ranged in size from over 2 inches to over 9 inches. The largemouth bass were a little lower but range from over 3 inches to almost 17 inches. Overall, our fishery is doing well.
 - 3.3 Other Reports – None.
 - 4.0 Unfinished Business
 - 4.1 Fishery/Fish Habitat/Creel Tracking Slips
 - 4.1.1 Bigger, Better Blue Gill Program – Chair Wiener asked Mr. Rush if this program should continue on a voluntary basis or should it the creel limit be changed. Joe said it should be changed. He said people may not realize it takes a blue gill 6 to 8 years to grow to reach 8 inches in length.
 - 4.1.2 Changes in Creel Limits – After a discussion in regards to changing the creel limit of bluegill, Tom Ohms made a motion and Mike Cammack seconded, "Conservation Commission recommends to the ACL Board to approve the change in creel limit of 25 bluegill with only 8 of these fish over 8 inches." Motion passed unanimously.
 - 4.1.3 Stocking Musky in 2021 – There was a discussion to implement a musky plan for ACL. Commission agreed to try a three-year musky plan of 50 musky per year with the size of 12 inches.
 - 4.1.4 Creel Tracking Slip Report – Mike Cammack reported the slips are at the office and that Security has the forms. Shaun will check and get them to Mike.
 - 4.2 Greenway Invasives – Mr. Nordlie reported that some ash has been taken out, but not other invasives.
 - 4.3 RiverWatch Program – Chair Wiener reviewed the RiverWatch data she received from Danelle Haake. She read information from each Site Report on the areas at Apple Canyon Lake. Ms. Wiener has a Zoom meeting with Danelle on Tuesday to get a better understanding of the report and to see how we can incorporate this data into our Watershed Plan.
 - 4.4 Greenway Stewardship Annual and Fourth Quarter Reviews
 - 4.4.1 Yorke 5A105-107 Buckhorn (Steve Nelson) – Steve Nelson reported on 10/28 he visited the site with Mike. This project has been actively managed with lots 105-106 almost complete and lot 107 yet to be worked on.
 - 4.4.2 Fortson 11A65 Fairway (Mike Yorke) – Mike went out with Dave Bohnenkamp and reported the project is in an active status; improvements have been made and might be complete.
 - 4.4.3 LoSasso 8A245-246 Colony Annual (Phyllis Cady) – Phyllis Cady reported she checked lot 245 and it is being maintained, but on lot 246 the invasives are coming back.
 - 4.4.4 Ware 12A134-135 Johnson Annual (Tom Ohms) – Tom Ohms reported this project is actively being maintained.
 - 4.4.5 Bohnenkamp 3A192 Gen. Bragg (New Application) – This site is a huge project and volunteers Yorke and Wiener recommended it be done in two phases. The Commission recommends that the property owner replant, where needed, ground cover to hold back erosion and not remove anything closer than 75 feet from the lake. The Commission approved the project with Mike Yorke and Paula Wiener to oversee this project.






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MONTHLY COMMISSION REPORTS

'what' of the homeowner's Association. The Bylaws cover the 'how'.

Slide 26 from October 21, 2020 Town Hall meeting: Should be Article XII, not Article XIII.

3.3 Plan for October 28, 2020 Town Hall meeting -

The Commission discussed the PowerPoint presentation.

Feedback regarding the Declaration and Bylaws will be collected until the November 21, 2020 Board of Director's Meeting.

Bill Doran departed the meeting at 7:22 p.m.

3.4. Discuss Civil Unions and Common Law Marriage -

The attorney's recommended that the current language in the documents will stand.

3.5 Articles for December Apple Core -

Shaun

Your Voice Matters (changes made as a result of member's suggestions).

Jody

Commit Submit

Bill

Declaration and Bylaw

Submission date is November 22, 2020

3.6 Voting Process for Declaration and Bylaws.

Possible DocuSign capability for online voting.

Pre-postage envelopes for mailing back ballots.

4.0 New Business - Steve Jennings made a motion to make a recommendation to the Board of Directors to approve the proposed Apple Canyon Lake Property Owners' Association Amended and Restated Declaration of Covenants and Restrictions (2020 version) to completely replace, in their entirety, the current declaration recorded in 2017; and to distribute to all Voting Members on January 8, 2021. Seconded by Jody Ware. Motion was approved.

Steve Jennings made a motion to make a recommendation to the Board of Directors to approve the proposed Apple Canyon Lake Property Owners' Association Amended and Restated Bylaws (2020 version) to completely replace, in their entirety, the current bylaws recorded in 2017; and to distribute to all Voting Members on January 8, 2021. Seconded by Jody Ware. Motion was approved.

5.0 Other

6.0 Next Scheduled Meeting Date – Wednesday, November 4, 2020 at 6:00 p.m. via Zoom.

7.0 Adjourn – Jody Ware made a motion to adjourn meeting at 7:58 p.m.

Respectfully submitted, Sandra Malahy

LEGAL COMMISSION MINUTES NOVEMBER 4, 2020

UNAPPROVED

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, Steve Jennings, Jody Ware, Dave Allgood, and General Manager Shaun Nordlie. Absent: Bill Doran.

2.0 Approve the minutes of the October 26, 2020 meeting –Jody Ware made a motion to approve the minutes of the October 26, 2020 meeting, seconded by Steve Jennings. Minutes were approved by Bill Doran, Jody Ware, Steve Jennings, Dave Allgood, and Sandra Malahy with the following edits:

Bill Doran entered the meeting at 6:06 p.m.

1. Any merit to adding Senior Exemption language in the Definitions? The Commission decided to leave the language as is.
2. Definition of managed in Article 5. Section 1. The Commission decided to leave the language as is.
3. Section 4.0 states the minutes were approved. Both action items should read the motion was approved.

3.0 Unfinished Business

3.1 Review of the October 28, 2020 Town Hall meeting

Three people attended in person, 4 people via Zoom, and 8 people via Facebook. The only question asked regarded the Energy Policy.

3.2 Discuss Questions from Owners Regarding the Documents

No questions submitted since the October 26, 2020 Legal Commission meeting.

3.3 Discuss Association's Authority with Regard to Vacant Lots

The Legal Commission decided to keep the language as is.

3.4 Mis-numbered on the agenda - There is no agenda item under 3.4.

3.5 Articles for December Apple Core

Jody will prepare articles.

Commit and Submit

Your Voice Matters

Shaun will prepare an article on DocuSign.

Bill will prepare an article on what the Bylaws mean.

3.6 DocuSign and Pre-Postage Paid Envelopes for Voting Process

This agenda item was addressed above in 3.5.

Jody Ware left the meeting at 6:19 p.m.

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 – Thursday, December 3, 2020 at 6:00 p.m. via Zoom.

7.0 Adjourn – Steve Jennings made a motion to adjourn meeting at 6:26 p.m.

Respectfully submitted, Sandra Malahy

NOMINATING COMMITTEE MINUTES OCTOBER 15, 2020 APPROVED

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

Members present: Chair Mike Yorke, Vice Chair Bill Bourrell, JoAnn Blackmore, ACL Board Member Barb Hendren, John Killeen, General Manager Shaun Nordlie, Secretary Dave Bohnenkamp, Guest Tim Brokl.

2.0 Approve Minutes - Minutes were approved from September 24, 2020.

3.0 Review Calendar of Events - Shaun Nordlie said we are waiting for ACL Board approval.

4.0 Recruitment of Candidates - Chair Mike Yorke asked the committee how many candidates there are at this time. Discussion followed. Committee members at this meeting had one candidate committed to run for Board. Committee members were asked to encourage current and former candidates to run again. Barb Hendren suggested that Nominating Committee send a thank you letter to candidates that are not elected.

5.0 Videotaping of candidates - Tim Brokl offered his expertise on taping. Discussion followed.

Setting up a time schedule and structured questions, bios, all with time limits possible.

6.0 Informational Meeting - Discussion regarding moving Informational Meeting from Pro Shop to ACL Clubhouse because of COVID-19 restrictions.

7.0 Other - JoAnn Blackmore asked about making sure the properties that are in a trust be sent a ballot. Shaun Nordlie said he would talk with Megan in the ACL office to check on ballots being sent to all trusts.

7.1 Other - Shaun Nordlie reported that electronic voting may happen late 2021.

8.0 Next Meeting Date - November 12, 2020 at 9:00am.

9.0 Adjournment - 10:00am.

Respectfully submitted, Dave Bohnenkamp, Secretary

NOMINATING COMMITTEE MINUTES NOVEMBER 12, 2020 UNAPPROVED

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

Members present: Chair Mike Yorke, Barb Hendren, JoAnn Blackmore, John Killeen, Tom Sheehan, Secretary Dave Bohnenkamp.

2.0 Approve Minutes - Minutes were approved from October 15, 2020.

3.0 Review/Assess results of the Pro Shop Informational Meeting for potential candidates - Three candidates had filled out applications at that time.

4.0 Discuss plans for recruitment - Committee members were directed by Chair Mike Yorke to contact possible candidates that maybe interested running in the future if not this year. Committee members were also directed to contact past candidates to thank them for participation in past elections and to encourage them to pursue election to the Board again.

5.0 Videotaping of candidates - Videotaping would begin after the January 18th deadline for applications. Any revisions on questions used in the past would be updated.

6.0 Next meeting date - December 10, 2020 at 9:00 am.

7.0 Adjournment - 10:00 am.

Respectfully submitted, Dave Bohnenkamp, Secretary

RECREATION COMMISSION MINUTES OCTOBER 19, 2020 UNAPPROVED

1.0 Call to Order – Sheila called the meeting to order at 9:02 am. Members present: Mary Hannon, Fern Tribbey, Sheila Gee, Lee Causero, John Diehl and Board Liaison Steve Tribbey. Guests: Tim Brokl and Kirsten Heim.

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wreath for the top of the Pro Shop roof and a large ornament/star/etc. to top each tree at this time.

4.3 Jingle Bell Brunch – Canceled.

4.4 Clubhouse Decoration – Canceled.

5.0 New Business

5.1 Proposed 2021 Calendar – With COVID-19 concerns spanning well into the New Year, we are in the process of reviewing our calendar for what we will be able to offer or modify. We will likely have to cancel the Family Potluck & Movie Night (January 16). The Pinewood Derby (February 20) is also an up-in-the-air event due to the early promotion and ordering/sale of the derby cars (December/January). We have investigated offering the Pinewood Derby as a virtual event, but the draw of the Derby for many of the participants is showing their vehicle and placing it on the racetrack for takeoff. Possibly we could offer it as a modified event where participants could decorate their own car kit and then we could have an online album for a car show where they are voted on. We will discuss this idea with Brian. Another thought is to postpone the event to a later, warmer date to be able to place the track outside. In March, we have our Easter Egg hunt (March 28) planned. The Easter Egg hunt will likely not occur this year, but we hope to be able to offer 'The World's Easiest Easter Egg Hunt' by making pre-made treat bags for the kiddos similar to our Halloween Treat bags. We have many concerns already with BBQ Cook-off (May 22). We worry that there would be too many moving parts with this event because there are many outside vendors who come in to cook, many visitors going from tent to tent to taste, etc. So, unfortunately, we have decided to cancel the BBQ Cook-off. In June, we have our ACL Garage Sales (June 5). Last year, we offered the Garage Sales later in the year. This is an on-your-own event that we will leave be. Farm Fun Days (June 26) would have to be done in a larger, more open area. The kids would often make butter and ice cream during this event, so we will have to touch base with the Farm Bureau regarding their plans for the event this year. The Virtual Kids Fishing Tournament took place last year and went over very well. There was no entry fee and 1st-3rd place trophies were awarded. So, because the Tournament pulled in many participants and went smoothly, the tournament will be run virtually in 2021. Come July, we have our Golf Cart Parade, Rumble & Roll Ball Race and Fireworks at Dusk (July 3). We do not foresee a problem offering the Golf Cart Parade but will adjust as needed. Last year, we did not gather prior to hitting the trails. With the Rumble & Roll Ball Race, last year it was completely virtual. We hope to be able to host the Ball Race live and in-person. Spectator viewing will likely be limited to discourage large gathering. Our Fireworks display is planned for the same amount of time, but the show will be larger, more extraordinary due to the roll-over from last year's Firework cancellation. Conservation asked to pair with us again this year for Canyon Kids Camp (July 7) because last years was canceled. This event will be placed on our agenda each month and will be reviewed. Open Air Concert (July 10) went over well being blocked off at the beach. We will keep this event and will adjust for gathering limits as needed. The TT5k (July 24) will be reviewed like our Canyon Kids Camp. We hope to know more as we get closer. Sizzling Summer Concert (July 24) could be moved to the beach and adjusted to gathering limits. Venetian Night (August 7) is a great event that many of our Owners enjoy. Last year, we had Just One More perform and lead the parade on their boat. We hope to find someone to lead the parade so the Communications Department can take photos throughout the night from the start to finish. Ice Cream Social & Craft Fair (September 5) and the remaining events will be placed on our monthly agendas for the months to come and be reviewed.

6.0 Next Meeting Date - January 18, 2021

7.0 Adjournment - Fern motioned to adjourn us at 10:41 am.

Respectfully submitted, Kirsten Heim, Secretary



RULES & REGULATIONS COMMISSION MINUTES

NOVEMBER 6, 2020

UNAPPROVED

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

- 1.0 Call to Order – Chair Vickie Sershon called the Rules & Regulations Commission meeting to order on November 6, 2020 at 10:00am.
- 2.0 Approve Minutes of September 11, 2020 – The October 2, 2020 minutes were approved as presented with a motion from George Drogosz and seconded by Bob Stanger. Motion passed.
- 3.0 Unfinished Business
- 3.1 Amenity Tags – Going to ACL Board for First Reading.
- 3.2 Noise Nuisance – Going to ACL Board for First Reading.
- 3.3 Unregistered vs Illegal Vehicles – Going to ACL Board for First Reading.
- 3.4 Lake – Going to ACL Board for First Reading.
- 3.5 Fishing – Going to ACL Board for First Reading.
- 3.6 Dear Management Request to Use Practice Broadheads – Going to ACL Board for First Reading.
- 3.7 Other Unfinished Business – None.

4.0 New Business

- 4.1 Snowmobiles – A discussion was held regarding a fine amount when snowmobiles or UTVs go into the lake. Mr. Nordlie will check if this type of violation is covered under Illinois DNR rules.
- 4.2 Trails – Mr. Nordlie presented a request from a property owner to change the trail closing hours on Friday and Saturday nights during the Summer from 10:00 pm to 11:00pm or midnight. It is noted that the trails used to close at sundown some years back. After much discussion, the Commission was not in favor of extending the Summer hours.
- 4.3 Campground – Mr. Nordlie reviewed a Campground request to keep grills stored during the winter months on campsite, with certain rules to be followed. After a Commission discussion, new language was added. Mr. Nordlie will take this item to the ACL Board for First Reading.
- 4.4 Trash Recycling Update for 2021 – Mr. Nordlie reviewed the Trash Disposal and Recycling document with the Commission. There is a change in fees for various items and other language changes and deletions were noted. After a discussion, Bob Stanger motioned and George Drogosz seconded, Rules & Regs Commission recommends to the ACL Board to approve the attached document "Trash Disposal and Recycling" with noted changes. Motion passed.
- 4.5 Other New Business – None.
- 5.0 Next Meeting Date – Next meeting will be on Friday, December 4, 2020 at 10:00am.
- 6.0 Adjournment – Meeting was adjourned by general consent at 10:45am.

STRATEGIC/LONG RANGE PLANNING COMMISSION MINUTES

NOVEMBER 6, 2020

UNAPPROVED

- 1.0 Call to Order: The meeting was called to order at 4:07 p.m. Present were: Chairperson Jody Ware; Gordon Williams; Todd Kintop; and Steve Borst. Don Ford arrived late. Shaun Nordlie, General Manager, was also present.
- 2.0 Approval of June 5, 2020 Minutes: Todd Kintop motioned to approve the minutes of September 11, 2020. Gordon Williams made a motion to second the approval of the minutes. Motion carried.
- 3.0 Unfinished Business
- 3.1 Review of Planning Process
 - February – Write 2021 POAP
 - March – Complete POAP and Budget
 - May – Completion of Budget Planning
 - September – Review and Monitor the POAP
- 3.2 Future Meeting Dates to Monitor Plan – A future meeting date of February 5, 2021 at 4:00 p.m. was set up to begin the construction of the 2021 Plan on a Page.
- 4.0 New Business
- 4.1 Update on 2020 POAP and Dashboard (Shaun Nordlie) - Shaun Nordlie reviewed the 2020 Plan on A Page. Some updates to the One Year Action Plans include:
 - Abacus software system was acquired by Northstar. The office team is working with Northstar to learn more about the software. The Board of Directors will discuss the purchase of a Northstar contract at their November meeting.
 - IALC will be conducting their 2020 Survey of Salaries by end of the year.
 - The CAMP project is on hold at this time until the Board of Directors start the discussion. The benchmark sheet is marked as **Off-Track**. The November BOD meeting will host a workshop with engineers from CMT to continue to outline what the Flood Mitigation/Spillway project. Then a decision will need to be made about funding and projections of start dates for the dam redesign and CAMP Association Office and Clubhouse.
 - Conservation Commission got permission from the Board of Directors at the October meeting to update and monitor the Watershed 5-Year Plan of Action and Goals.
 - Lake Management fish shocking project was conducted with Joe Rush a couple of weeks ago. The fish stock looks healthy. Joe Rush will share his data with the Conservation Commission at their next meeting.
 - Fiber optic addition at ACL now has all sections signed-up to add fiber.
 - Trails Management involved replacement of many culverts for drainage.
 - Lower 80 Design still has a vision for a Pavilion and a potential site for a community garden.
 - Adding and relocating campground sites are still in negotiations with the County. Joe Wiener and Shaun Nordlie will go to the County Board with their design to seek approval.
 - Shaun Nordlie and the Cove Restaurant leasee are in discussions about improvements for next year and potential renewal of lease agreement.
 - ACL Branding Project is off track right now. Shaun hopes it gets back on track in November.
 - Support and Promote ACL Charitable Foundation is going well. The Poker Run Fundraiser was a success with raising over \$11,000 dollars.
- 4.2 2021 POAP – Plan of Action
- 4.2.1 Study options for creating a digital file for all property owners – The 2021 POAP has this goal as one of its One Year Action Plan. Shaun Nordlie shared how the Northstar Management software has capabilities of owners doing all of their registration and assessment payments online. At this time, the Board of Directors need to make a decision on funding the purchase of new software. This will be discussed at the November BOD meeting.
- 4.2.2 Study options for additional campsites and Association docks – Shaun Nordlie is working with Ed Ziarko on identifying an area on the lake for additional boat docks. Shaun Nordlie shared that in 2002 the language of Transferable Docks was approved. In 2002 there were around 550 docks.

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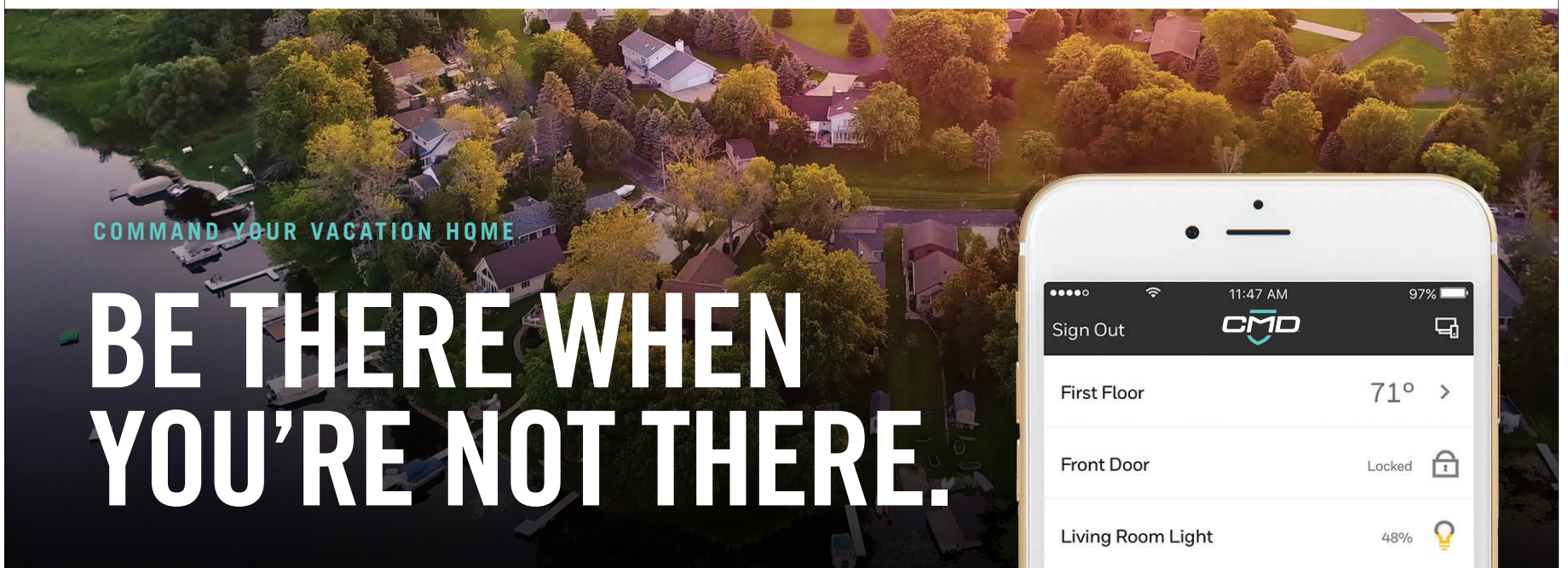
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- ZOOM.
- 5.2.1 September 23, 2020 – Amended Covenants (Articles I through Article V)
- 5.2.2 October 7, 2020 – Amended Covenants (Articles VI through Article XI)
- 5.2.3 October 21, 2020 – Amended Bylaws (Articles I-X)
- 5.2.4 October 28, 2020 – Amended Bylaws (Articles XI-XV)
- 5.3 Legal Commission - 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 on the ACL website.
- 6.0 Ms. Ware announced that there is a delay in delivering this month's Apple Core due to an overload at the Stockton Post Office delivering ballots for the upcoming national election. This delay will probably also occur for the November issue. There are current copies available at tonight's meeting.
- 7.0 Voting Procedure – Shaun Nordlie explained that for the Bylaws we need the affirmative vote from 2/3 of votes cast. This is a little different than voting for the Declaration.
- 8.0 Changes made by the Legal Commission addressing member feedback
- 8.1 Proposed language was removed regarding acquisition of land (Article II, Sec 3) and changed back to the original 2017 language.
- 8.2 Quorum – (Article VIII. Section 9) same as the original 2017 language.
- 8.3 Order of Community Instruments, no change.
- 8.4 Spouse Article V, Section 4 – no change.
- 8.5 AECC (Article VII) – no change.
- 8.6 Water service (Article VIII. Section 1) Added monthly.
- 9.0 Directions for comments and questions from the audience, Zoom and Facebook Live
- 10.0 Addition of Preamble & Recitals to Bylaws
- 11.0 Article I – Definitions for CICA, Articles of Incorporation, The Apple Core, Voting Member Ticket, Nominating Committee Guidelines, Tellers Commission.
- 12.0 Article II – Membership, language removed from the 2017 Amended and Restated Bylaws regarding Membership because it is duplicated in Article IV, Section I Restated Declarations. Nordlie asked if there are any questions? No discussion.
- 13.0 Article III – Voting Rights, removed because it is in Article IV, Section 2 of the Declarations.
- 14.0 Article IV – Property Rights and Rights of Enjoyment of Common Properties is now Association Purposes and Powers.
- 14.1 Section 1, the Association has been organized, see Article 5 of the Articles of Incorporation.
- 14.2 Section 2, Updating language from Covenants to Declaration.
- 14.3 Section 3, Updating the language to Declaration and adding new notice language of "at least ten days and not more than 30 days in advance". Nordlie asked if there are any questions? No discussion.

- 15.0 Ms. Ware discussed Article V – Board of Directors.
- 15.1 Clarity of filling vacancies on the Board (per CICA)
- 15.2 Article VI – Cumulative voting is not permitted, ie: Voting Member does not need to cast a vote for all open positions but only one vote may be cast for any particular candidate per voting member. Ware asked if there are any questions? No discussion.
- 16.0 Article VII – Powers and Duties of the Board of Directors
- 16.1 Deleted language h,i,j,k.
- 16.2 Proposed k, language added to account for due process if the Board suspends the rights of any owner.
- 16.3 Proposed m, to align with CICA that allows Owner's right to examine and copy Association records which replaces old Article XVI.
- 16.4 Proposed n, "twenty percent of the total votes of the Association per CICA". 20% replaces 125 total vote language.
- 16.5 Proposed p, fidelity insurance covering persons in control of funds in the custody of the Association. Ware asked if there are any questions? Audience member asked about the Member Directory.
- 17.0 Article VIII – Board Meetings
- 17.1 Section 1, Regular meetings to be consistent with CICA.
- 17.2 Section 2, Special meetings to be consistent with CICA.
- 17.3 Section 3, Meetings concerning budget matters to be consistent with CICA.
- 17.4 Section 4, Methods of Notice deleted.
- 17.5 Section 4, regarding new Board Members completing a form for the General Manager moved to Article V, Section 3 of the Bylaws. Ware asked if there are any questions? No discussion.
- 18.0 Article IX. Removal of Directors
- 18.1 Section 2, to align with Illinois General Not-for-Profit Corporation Act and CICA
- 18.2 Sections 3-5, removed
- 18.3 Section 6 removed. Ware asked if there are any questions? No discussion.
- 19.0 Article X – Officers. Nordlie covered old language removed regarding General Manager and "Committee/Commission language".
- 20.0 Article XI – Committees/Commissions
- 20.1 ACL has two committees, AECC and Nominating Committee
- 20.2 Committee has the power to make decisions on behalf of the Board of Directors and must be made up of majority of Board Members.
- 20.3 Commission makes recommendations to the Board of Directors.
- 20.4 Section 19, Strategic Long/Range Planning Commission
- 20.5 Section 20, Appeals Board Commission. Nordlie asked if there are any questions? No discussion.
- 21.0 Article XII. Meetings of Voting Members revised to be consistent with CICA



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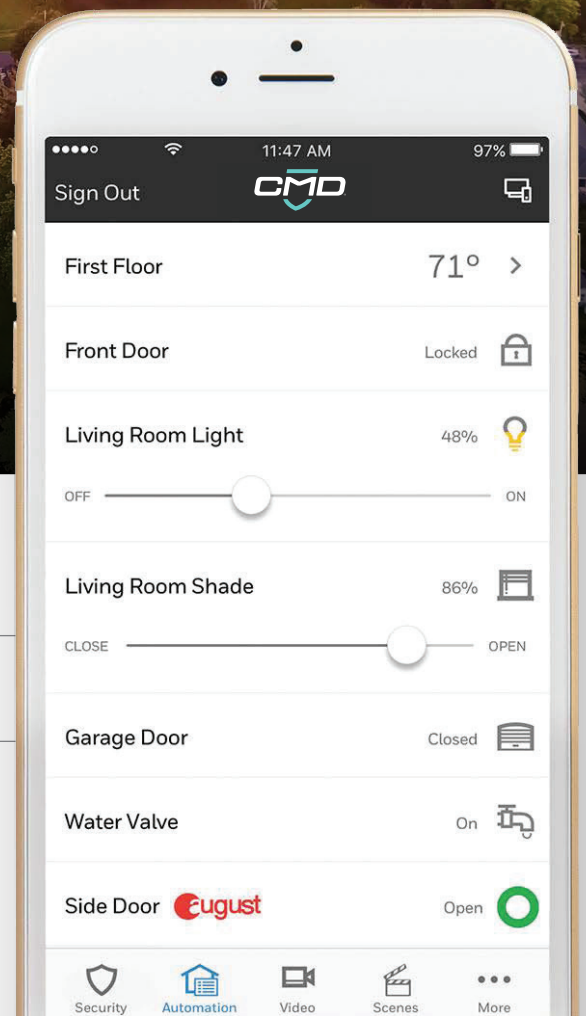
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COMMISSION ROSTERS

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
 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
 Stanger, Bob Member

Clubhouse Area Master Plan

Financing & Marketing

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

Conservation

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

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

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



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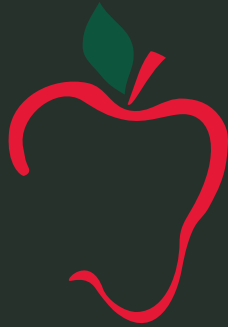
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Can you answer "Yes!" to any of these questions?

- 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?



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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, 2021.**

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 _____



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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 November 21, 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.

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 CICA, 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 CICA, 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 NEXTPAGE

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

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.

We Need Your Vote

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

The proposed changes in Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association needs the **affirmative vote of two-thirds of the Voting Members eligible to vote in person or by Written Ballot at a meeting of the Association duly called for the purpose of changing the 2017 Declaration, provided that notice of such meeting shall be sent to all Voting Members at least thirty (30 days) in advance, and upon its recording in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.**

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

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

2Commit + 2Submit = 4ACL

To Commit and To Submit equals For Apple Canyon Lake! It's a pretty easy formula to figure out.

On January 8, 2021 the Assessment Packets will be mailed or electronically sent to Apple Canyon Lake Owners and Voting Members. In the packet there will be two ballots with separate envelopes. The Legal Commission is asking that you cast your vote and mail or scan in the votes, signed by the Voting Member which is the same name on the envelope. We would like to receive all 2,743 votes by February 5th only because we have a Special Meeting scheduled for February 6, 2021 at 9:00 a.m. to count the votes. We have to have 1,830 affirmative votes in order to change the 2017 Declaration. We need an affirmative vote of two-thirds (2/3) of the votes cast by Voting Members to adopt the 2020 version of the Amended and Restated Bylaws.

Why is 2Commit + 2Submit = 4ACL important? We want to be efficient in gathering the votes in order to save money. The Legal Commission decided to include the ballots in the 2021 Assessment packet to save money on postage. The Budget increased the postage line in the Operations budget because of the governing documents vote. If we don't get the 1,830 affirmative votes at the February 6, 2021 meeting, then we have to continue to canvas for votes and hold another Special meeting on March 6, 2021. The process continues to add additional Special Meeting dates within 30 days after giving notice of a Special Meeting. The repeating of the canvassing for votes process becomes expensive and time consuming for the staff. There is additional cost by adding additional pages to the Apple Core, postage for mailing ballots to the Voting Members and other incurred costs. Our future assessments are dependent on costs for operating Apple Canyon Lake Property Owners' Association. Let's work together to not have the Voting Process have an impact on our 2021 budget.

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

Legal Commission's Work is Done for Now!

The Legal Commission is one of Apple Canyon Lake's standing Commissions. The charge of the Legal Commission is to "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 include long range planning and use of private properties as addressed in the governing documents."

CHECK ✓ and DONE! The Legal Commission has been reviewing, editing, revising, and adding new language to the ACLPOA Covenants and Restrictions and Bylaws for the past five years. Every word, sentence, definition, article, and section were reviewed and discussed. It was a long and tedious process. The Commission members working on this task over the past five years included: Rich Krasula, Jody Ware, Steve Jennings, Bill Doran, Sandra Malahy, and David Allgood. Former Commission members included: Marge Clark, Kathy Richards, and Larry Loette.

You may have noticed the special inserts in the Apple Core over the last two months, advertisements for the four Town Hall meetings held in October, discussion about the documents with the Board of Directors over the last four months, and a website on the Apple Canyon Lake webpage! The Commission has been diligent in communicating the changes in the 2011/2017 Declaration and Bylaws.

At the recent November Board of Directors meeting, the Board of Directors carried a motion to propose the Amended and Restated Declaration of Covenants and Restrictions and the Amended and Restated Bylaws (2020 Version) to completely replace, in their entirety, the current declaration recorded in 2017; and to distribute to all Voting Members on January 8, 2021.

With the Board of Directors giving the Legal Commission support to move forward and distribute the documents to the Voting Members in January, Voting Members will find two ballots and separate envelopes in the 2021 ACL Assessments packet. Please cast your ballots and submit your votes as soon as you receive your packet. There is no need to wait to submit your votes until you pay your assessment. Assessment payments aren't due until March 1. Please submit your votes prior to March 1. We will have the ballot count for both the Declaration and Bylaws at a special meeting being held on February 6, 2021, 9:00 a.m. We need 1,830 affirmative votes in order to change the 2017 Declaration and Bylaws.

Please commit and submit your vote during the month of January. We are all in this together as members of Apple Canyon Lake Property Owners' Association. Let's move forward together in 2021!



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COMPARISON TO BYLAWS AS OF NOVEMBER 21, 2020

<p><u>November 21, 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"> 1. Illinois Common Interest Community Association Act ("CICAA") (765 ILCS 160/1-1 et. seq.) 2. Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.) 3. Articles of Incorporation 4. Declaration 5. Bylaws 6. ACL Building and Environmental Code 7. Board Approved Policies 8. Rules and Regulations <u>EFFECTIVE NOVEMBER 6, 2011</u> 9. Board Approved Committee/Commission Operations and Procedures 	<p><u>November 21, 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 style="text-align: center;">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, <u>Public Act 096-1400</u>, (765 ILCS 160), <u>effective July 29, 2010</u>, <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>November 21, 2020</u></p> <ol style="list-style-type: none"> CICAA Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.) Restated Articles of Incorporation effective November 6, 2014. Restated Covenants effective November 6, 2014, as amended. Restated Bylaws, effective November 6, 2011 Covenants, as amended. These Bylaws, Rules and Regulations, revised September 20, 2009, as adopted and amended from time to time. ACL Building & Environmental Code Board Approved Policies, as adopted and amended from time to time. Rules and Regulations, as adopted and amended from time to time. Board Approved Committee/Commission Operations and Procedures, as adopted and amended from time to time. <p>be. Restated "Articles of Incorporation" shall mean the Restated Articles of Incorporation approved by the members <u>Voting Members</u> of the Association, to be effective on November 6, 2014, as amended.</p> <p>cd. "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 <u>Voting Members</u> 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 <u>Voting Members</u> 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 <u>Commissions</u> 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 <u>Voting Members</u> on the day it is mailed. The Board shall adopt policies regarding the publication of any and all materials to be printed in <u>The Apple Core</u>, which shall be administered by the Editorial Review <u>Commission</u>tee. (See Article XXXII, Section 182.)</p> <p>de. "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 VIII, Section 5 of these Bylaws.</p> <p>ef. "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</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 isare subject to the payment of any and all annual and special assessments on all

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

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

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

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

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ARTICLE III VOTING RIGHTS

The voting rights of membersMembers 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

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 Branigar's Apple Canyon Lake Subdivision in Jo Daviess County, Illinois, in accordance with plat thereof recorded with the Recorder of Deeds of Jo Daviess County, and such additions thereto as may hereafter be brought within the jurisdiction, functions, duties and membership of the

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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 of a single unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time, unless the unit owner owns another unit independently.

Section 2. The Board shall consist of nine (9) members, three (3) of whom are elected by the Voting Members of the Association at each annual meeting and shall hold office for a term of three (3) years or until their successors are elected or appointed, and shall not be compensated for their service, but may be reimbursed for reasonable 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 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 XXVIII, Section 3. If the Board is unable to fill the vacancy or if there are no longer at least six (6) Board members, the remaining Board members shall call a special election within ninety (90) days of the vacancy occurring to fill the vacancies.

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(es), if applicable. Any changes shall be communicated to the General Manager promptly.

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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 XXVII, Section 3.10 of the Bylaws. Nominations may also be made by petition on a Voting Members Ticket as provided in Section 5 below.

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

Each Voting Member shall receive as many Written Ballots as he or she has votes. Notwithstanding that a Voting Member may be entitled to several votes, he or she shall exercise on any one Written Ballot only one vote for each vacancy shown thereon, or each issue described thereon. In the event that multiple positions on the Board are up for election at an election meeting, the Voting Member need not cast a vote for every candidate on the Written Ballot for a candidate to fill every Board position which is up for election, but cumulative 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 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 ~~VIV~~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 CICA, 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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~~part of the Common Properties or Facilities or to the life, health, safety or property of the Owners.~~

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

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

~~mi.~~ 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.

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

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

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

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

~~rn.~~ To call special meetings of the Voting Members whenever it deems necessary, or at any time upon the written request of one hundred Voting Members having at least one hundred twenty-five (125) of the total votes holding twenty-five (25) percent (20%) of the total votes of the Voting members Association.

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

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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 1986; and with respect to any Legal Entities that own Lots or Dwellings, the designation of the Natural Person authorized to vote as a Voting Member. Charges for retrieving and copying any such records shall be made pursuant to Article XVI, Section 4.~~

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

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

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

1. A copy of the Restated ~~Declaration~~ Governance, 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.
- ~~bw.~~ To delegate any of its powers in the course of operation to any committee Committee, officer, employee or agent as permitted by law.

~~ARTICLE IX~~
ARTICLE VIII
BOARD MEETINGS

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

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

~~Section 3. Notice of Special Meetings And All Meetings Concerning Budget Matters.~~ All Special Meetings 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 45. 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 56. Place and Purpose of Special Meetings.~~ The place, hour and purpose of each special meeting and any regular meeting dealing with Budget Matters Special Meeting shall be set forth in the notice and publication of such Meeting as provided in Section 4.2 of this Article. No business may be transacted at any special meeting, or in respect of any Budget Matters at any regular meeting, except that mentioned in the Notice of such meeting. No action of the Board of Directors can conflict with any official action taken by the Voting Members at a regular ~~annual~~ Annual or Special Meeting of the Voting Members.

~~Section 67. 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 78. 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, 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 ~~99~~. 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 ~~940~~. 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
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

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 ~~members~~ 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 34V, 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~~, 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 ~~Governants~~, 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 CVII.~~

~~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 Owners or Voting Members of the Association and may delegate to 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/Voting Membership at the Annual Meeting.~~

ARTICLE ~~XIV~~XII
MEETINGS OF VOTING MEMBERS

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

~~Section 2. Special Meetings. Special Meetings of the Voting Members for any purpose may be called at any time by the President, or by any three (3) or more members of the Board, or upon written request of the votes of one hundred Voting Members having at least one hundred twenty-five (125) 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 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~~ a meeting of ~~one hundred the Voting Members having at least twenty-five (42.5) percent (20%) of the total votes~~ in 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 ~~XX~~
WRITTEN BALLOTS

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

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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~~

November 21, 2020

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION
AMENDED AND RESTATED BYLAWS

2019 Version

PREAMBLE

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

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

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

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

[November 21, 2020](#)

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

AMENDED AND RESTATED BYLAWS

2019 Version

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

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COMPARISON TO BYLAWS AS OF NOVEMBER 21, 2020

[November 21, 2020](#)

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

AMENDED AND RESTATED BYLAWS

2019 Version

PREAMBLE

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

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

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

1. [Illinois Common Interest Community Association Act \("CICAA"\) \(765 ILCS 160/1-1 et. seq.\)](#)
2. [Illinois General Not-For-Profit Corporation Act \(805 ILCS 105/101.01 et. seq.\)](#)
3. [Articles of Incorporation](#)
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8. [Rules and Regulations EFFECTIVE NOVEMBER 6, 2011](#)
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COMPARISON TO THE DECLARATION AS OF NOVEMBER 21, 2020

<p>November 21, 2020</p> <p>AMENDED AND RESTATED DECLARATION TO CONFORM TO THE COMMON INTEREST COMMUNITY OF COVENANTS AND RESTRICTIONS FOR APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION-ACF</p> <p><u>2019 Version</u></p> <p>PREAMBLE</p> <p>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 "2011 Declaration"), in its entirety, the Apple Canyon Lake Property Owners' Association Amended Declaration to Conform to as the Restated Declaration";</p> <p>This Amended Declaration is adopted pursuant to Section 160(a) of the Common Interest Community Association Act, which states: "(a) If a provision of the 2011 Declaration, recorded on September 21, 2017 as Document No. 395980 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois, 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.</p> <p>This Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association is adopted pursuant to the provisions of Article IX, Section 1 of the 2017 Declaration. This Amended and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association, the text of which is set forth below, shall become effective following its approval by the affirmative vote of two-thirds (2/3) of the Voting Members eligible to vote in person or by Written Ballot at a meeting of the Association duly called for the purpose of changing the 2017 Declaration, 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.</p>	<p>November 21, 2020</p> <p>called for the purpose of changing the 2017 Declaration, provided that notice of such meeting shall be sent to all Voting Members at least thirty (30) days in advance, and upon its recording in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.</p> <p>This Amended Declaration and Restated Declaration of Covenants and Restrictions for Apple Canyon Lake Property Owners' Association, as adopted, shall be included among Apple Canyon 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"> 1. CICA 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 of Covenants & Restrictions 5. Bylaws 6. Rules6. ACL Building and Regulations—Environmental Code 7. Board Approved Policies 8. Rules and Regulations 9. Board Approved Committee/Commission Operations and Procedures <p>RECITALS</p> <p>WHEREAS, the Amended Declaration truly and accurately reflects the intent of the Restated</p>	<p>November 21, 2020</p> <p>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</p> <p>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));</p> <p>WHEREAS, the 2017 Declaration was recorded on September 21, 2017 as Document No. 395980 in the Office of the Recorder of Deeds, Jo Daviess County, Illinois;</p> <p>Declaration supersedes all previous covenants and restrictions governing the Lots and Dwellings covered by this Amended Declaration; and</p> <p>WHEREAS, the Board desires to record a certified copy and the 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;</p> <p>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;</p> <p>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.</p> <p>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:</p>
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November 21, 2020

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 ~~non-profit~~ 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

November 21, 2020

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~~

November 21, 2020

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, ~~in either 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~~ 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~~

COMPARISON TO THE DECLARATION AS OF NOVEMBER 21, 2020

<p>November 21, 2020</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>November 21, 2020</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 style="text-align: center;">ARTICLE II</p> <p style="text-align: center;">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 Owner of any property who desires to add it to the scheme of this Amended Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.</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 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>November 21, 2020</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>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 effect any revocation, change or addition to the covenants established by this Amended Declaration within the Properties except as hereinafter provided.</p> <p style="text-align: center;">ARTICLE III</p> <p style="text-align: center;">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>November 21, 2020</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 style="text-align: center;">ARTICLE II</p> <p style="text-align: center;">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 Owner of any property who desires to add it to the scheme of this Amended Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.</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 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>November 21, 2020</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>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 effect any revocation, change or addition to the covenants established by this Amended Declaration within the Properties except as hereinafter provided.</p> <p style="text-align: center;">ARTICLE III</p> <p style="text-align: center;">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>November 21, 2020</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. 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<p>November 21, 2020</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 style="text-align: center;">ARTICLE II</p> <p style="text-align: center;">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 Owner of any property who desires to add it to the scheme of this Amended Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions; provided that any such addition shall have the affirmative vote of a majority of the votes of the Voting Members voting in person or by Written Ballot at a meeting duly called for this purpose, written notice of which shall be sent to all Voting Members not less than ten (10) days and not more than thirty (30) days in advance and shall set forth the purpose of the meeting.</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 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>November 21, 2020</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. 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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>November 21, 2020</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. 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<p>November 21, 2020</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>November 21, 2020</p> <p>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.</p> <p>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.</p> <p>Section 10. Easements. The recorded plats of subdivision of The Properties have:</p> <p>a. Reserved an easement to the Association, as the Developer's successor and assignee, within the area as shown on the plats and marked "Utility Easement," to install, lay, construct, renew, operate and maintain utility pipes and conduits and underground equipment for the purpose of serving the Properties with telephone, electric, water and other utility services; and also reserved the right to cut down and remove any trees or bushes that interfere or threaten to interfere with any such use or right. No Structure or trees shall be placed upon said easement except that said easement may be used for gardens, shrubs, landscaping or other purposes which do not at any time interfere with the uses and rights of the easement;</p> <p>b. Created an easement for surface drainage in and along the streets and such other locations as are shown on the plats marked "Drainage Easement."</p> <p>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</p>	<p>November 21, 2020</p> <p>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.</p> <p>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 (5) feet.</p>
<p>November 21, 2020</p> <p>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.</p> <p>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 (5) feet.</p>	<p>November 21, 2020</p> <p>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.</p> <p>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.</p> <p>Section 10. Easements. The recorded plats of subdivision of The Properties have:</p> <p>a. Reserved an easement to the Association, as the Developer's successor and assignee, within the area as shown on the plats and marked "Utility Easement," to install, lay, construct, renew, operate and maintain utility pipes and conduits and underground equipment for the purpose of serving the Properties with telephone, electric, water and other utility services; and also reserved the right to cut down and remove any trees or bushes that interfere or threaten to interfere with any such use or right. No Structure or trees shall be placed upon said easement except that said easement may be used for gardens, shrubs, landscaping or other purposes which do not at any time interfere with the uses and rights of the easement;</p> <p>b. Created an easement for surface drainage in and along the streets and such other locations as are shown on the plats marked "Drainage Easement."</p> <p>Section 11. Wells and Plumbing. 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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.</p> <p>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 (5) feet.</p>

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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 they such items are in compliance with applicable statutes, ordinances, codes, or rules and regulations. ~~A fee to cover the reasonable costs of such inspections shall be established from time to time by the Board.~~

Section 12. Nonconforming Uses. All existing structures built ~~before the adoption of the Restated Declaration, effective November 6, 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 (1) upon a bona fide change in the ownership of the Board, or Lot documented by a recorded legal document identifying such ownership change, or (2) upon a showing that the change in the identity of the Voting Member(s) has resulted from a bona fide change in the ownership interest of the Legal Entity making the request, or (3) with the approval of the Board.~~ The Board's decision in all such matters shall be binding and final. Any Natural Person or Legal Entity that holds a legal or equitable interest in any Lot ~~or Dwelling~~ as security for the performance of an obligation shall not be a Member. ~~Every Member, including any spouse of a Member, shall provide the Association with his or her current mailing address and telephone number.~~

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

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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 Properties or the Reserved Properties and in aid thereof to mortgage any or all of the property owned by the Association. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

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

e. The right of the Association to suspend the enjoyment rights of any Owner or Member for any period during which any assessment, charge or fine remains unpaid; or to suspend the enjoyment rights of any Owner or Member for any period not to 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.

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

g. The right of the Association to dedicate or transfer all or any part of the Common Properties or the Reserved Properties 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.

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.

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.

COMPARISON TO THE DECLARATION AS OF NOVEMBER 21, 2020

<p>November 21, 2020</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.</p> <p>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:</p> <p>(a) The right to enforce the collection of such defaulting Owner's assessments, charges or payments, together with interest thereon, and all fees, expenses and costs including attorneys' fees, managing agent fees, and court costs, incurred in the collection thereof;</p> <p>(b) The right to foreclose the lien created in favor of the Association for unpaid assessments and other charges, together with interest, costs, attorneys' fees, managing agent fees and other expenses associated with the cost of collecting same provided for in Section 1 of this Article. The Board, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale; and</p>	<p>November 21, 2020</p> <p>(c) The right to take possession of such defaulting Owner's interest in their Dwelling and Lot, to maintain for the benefit of all the Owners an action for possession in the matter prescribed in the Illinois Eviction Act (735 ILCS 5/9-101 et. seq.), as amended, and to execute leases of such defaulting Owner's interest in their Dwelling and Lot and apply rents derived therefrom against such unpaid assessments, charges or expenses.</p> <p>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.</p> <p>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.</p> <p>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</p>
<p>November 21, 2020</p> <p>Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.</p> <p>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:</p> <p>(a) The right to enforce the collection of such defaulting Owner's assessments, charges or payments, together with interest thereon, and all fees, expenses and costs including attorneys' fees, managing agent fees, and court costs, incurred in the collection thereof;</p> <p>(b) The right to foreclose the lien created in favor of the Association for unpaid assessments and other charges, together with interest, costs, attorneys' fees, managing agent fees and other expenses associated with the cost of collecting same provided for in Section 1 of this Article. The Board, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale; and</p>	<p>November 21, 2020</p> <p>(c) The right to take possession of such defaulting Owner's interest in their Dwelling and Lot, to maintain for the benefit of all the Owners an action for possession in the matter prescribed in the Illinois Eviction Act (735 ILCS 5/9-101 et. seq.), as amended, and to execute leases of such defaulting Owner's interest in their Dwelling and Lot and apply rents derived therefrom against such unpaid assessments, charges or expenses.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>November 21, 2020</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

<p>November 21, 2020</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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. <u>In the event the Board is unable to appoint an architect, licensed engineer or building contractor to the AECC, the Association may retain</u></p>	<p>November 21, 2020</p> <p>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 or 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.</p> <p>b. Power of Disapproval. The AECC may refuse to grant permission to construct, place or make the requested improvements when:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>c. Power to Grant Variances, Adopt Rules.</p> <p>i. The AECC may allow reasonable variances or adjustments of this 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.</p>	<p>November 21, 2020</p> <p><u>non-Restricted Lots for assessment purposes. No additional Lots may be granted Restricted Lot status following the recording of this Declaration.</u></p> <p>Section 134. Senior Exemption. If a Dwelling Lot qualifies for the Senior Citizen Assessment Freeze ("Senior Exemption") as provided in the Jo Daviess County, Illinois Ordinances in effect from time to time, such Dwelling Lot shall be exempt from any increase in future annual assessments which become effective the year after the granting of such Senior Citizen Assessment Freeze Exemption. The Owner of a Dwelling Lot which qualifies for this Senior Exemption shall, on an annual basis before January 1st each year, provide the Association with satisfactory evidence that the Dwelling Lot has qualified for the Senior Assessment Freeze Exemption program for the following year. Such Dwelling Lot shall continue to remain liable for any Special Assessments approved pursuant to Section 5 or 6 hereof. All such Senior Exemptions shall end on the year immediately following the first to occur of the conveyance or transfer of the Dwelling Lot to a third party or the death of the last surviving Owner entitled to such Senior Citizen Assessment Freeze Exemption.</p> <p style="text-align: center;">ARTICLE VII ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE</p> <p>Section 1. Powers of the Committee.</p> <p>a. Generally. No Dwelling, Multifamily Structure, Dwelling Accessory Building, Structure, Driveway, Water Facility, fence, wall or other structure of any type or kind may be commenced, erected nor shall any exterior addition to or change or alteration be commenced or made on any Lot or on any of the Common Properties or Reserved Properties subject to this Amended Declaration without the prior written approval of the Architectural and Environmental Control Committee (AECC); provided, that, additions, alterations or changes to the Common Properties and Reserved Properties may be made by the Board. Such approval shall be obtained only after written application has been made to the AECC by the Owner of the Lot requesting authorization from the AECC. Such written application shall be in the manner and form prescribed from time to time by the AECC and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said Lot and the location of the improvement proposed to be constructed or placed upon said Lot, each properly and clearly designated; said plans shall also show the building lines shown on the recorded plat of subdivision. Such plans shall set forth the color and composition of all exterior</p>
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All funds collected shall be paid to the Association.</p> <p>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.</p> <p>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.</p> <p>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. <u>In the event the Board is unable to appoint an architect, licensed engineer or building contractor to the AECC, the Association may retain</u></p>	<p>November 21, 2020</p> <p>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 or approvals required under Article III of the Amended Declaration. (See, Art. III, Sec. 11, Wells and Plumbing.) 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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.</p> <p>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.</p> <p>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.</p> <p>c. Power to Grant Variances, Adopt Rules.</p> <p>i. 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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</p>

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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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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

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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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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

COMPARISON TO THE DECLARATION AS OF NOVEMBER 21, 2020

November 21, 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 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:

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

November 21, 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: _____

November 21, 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

November 21, 2020

Three vertical red lines for writing.

35

November 21, 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 _____

Two columns of vertical red 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:

Two vertical red 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



OFFICE LINE

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

Sign up for paperless statements

It's not too late to sign up for paperless statements! The dues statement and all ACL forms can be sent straight to your email.

Download a form at <http://applecanyonlake.org/forms/>

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 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

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.

(March 1, May 15, June 15, July 15, and August 15). The form and complete details are available in this issue of the *Apple Core*, on the ACL website, or can be picked up from the Association Office. There is a \$35 Payment Plan Processing Fee for each lot entered on the Payment Plan before January 31. This fee is paid in the March 1 installment, no payment is required at signup. The installment amounts will be sent to the email provided on the form after January 1.

ACH signups accepted through January 25

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

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.

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

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

ACL SOLID WASTE/RECYCLING PROCEDURES

TRASH — Bag all household garbage, deposit in the trash compactor.

LARGE ITEMS-PERMIT REQUIRED — Appliances with or without Freon, furniture, mattresses, etc. may be deposited into the dumpster. No hazardous materials allowed, no septic tanks or septic components allowed. Permits available at the Association Office.

MATTRESSES-PERMIT REQUIRED — Mattresses may be deposited into the dumpster. permits available at the Association Office.

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

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

NO TIRES OR BATTERIES

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

SOLID WASTE/RECYCLING CENTER HOURS

OCTOBER 1 – MARCH 31

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

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

APRIL 1 – SEPTEMBER 30

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

SPECIAL HOLIDAY HOURS

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

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

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

Large Item, Mattress, Electronic Item Permit Required

PLACE IN LARGE DUMPSTER

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

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

PLACE IN STORAGE UNIT

All Electronics

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

Other electronics items as determined by staff.

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

Mattresses

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

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)

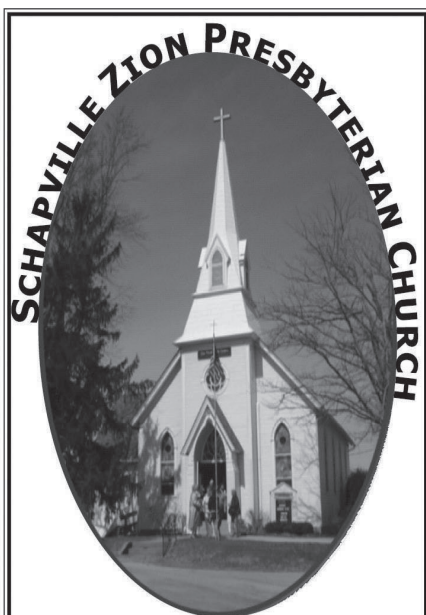
To sign up for the ACLPOA Payment Plan, property owners must do the following:

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.



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

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.

CHOOSE ONE INSTALLMENT OPTION

3 Installments <input type="checkbox"/>	For Office Use Only: \$ _____ March 1 \$ _____ May 15 \$ _____ July 15	Total Amount Owed: \$ _____ Lot(s) _____
--	---	--

5 Installments <input type="checkbox"/>	For Office Use Only: \$ _____ March 1 \$ _____ May 15 \$ _____ June 15 \$ _____ July 15 \$ _____ August 15	Total Amount Owed: \$ _____ Lot(s) _____
--	---	--

OFFICE GUIDELINES

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

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

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

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

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



JDLF Adds Saturday Delivery of Local Food

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

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

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

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

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

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

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



Whitetail Ridge
Landscaping, Inc.
815-291-6360

Brock Wackerlin, Owner
brockwackerlin@yahoo.com

PO Box 127
STOCKTON, IL 61085

Services provided:

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Planting - Mulching - Trimming * Grading/Seeding * Snow Removal

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Monday- Friday:
9am -5pm

Saturday: 9am -1pm





SAFETY & SECURITY DEPARTMENT

BY JULIE JANSEN, SAFETY & SECURITY MANAGER

As I reflect on our year at Safety and Security, I could not be prouder of my team. The start of 2020 for us began with the introduction of our new explorer that we waited a very long time for. Thank you to the Association for a safe and running squad. Shortly after the beginning of the year, we quickly moved into the global COVID-19 pandemic.

With this came a new normal which consisted of wearing masks and when necessary goggles, gloves, faces shields and gowns for all respiratory or unknown calls. From personal experience I can tell you it is not fun wearing all that garb, but we do it to protect everyone involved. Then with the everchanging guidelines from our governor, recommendations, and Executive Orders we were given we adjusted as did everyone else. Unfortunately, when it came to owners, we had ones that followed the orders in place and others that refused to comply completely, thus making our team the middleman of unenforceable order. Because of this, we were often screamed at, and at times, cussed at. Nonetheless we listened to everyone's opinions and made it through.

Our boating season was blown up this year like we have never seen before. This rush could be attributed to many new boats, boaters, and new owners which led to many rules being broken, boating etiquette and huge safety concerns. On our trail system we also encountered many new UTV and ATV riders this year in addition to many accidents. These accidents often took place in the same general location so at this time we are looking into how to adjust and make the trail safer for all our trail users. Cracking down on the speeding that occurs through our parking lots, marina trail and presidents Beach will be another focus for next season.

With some of our aging owners we see and get to know their families in a more personal way. We assist in ways that they no longer can care for their loved ones physically. Assisting into a vehicle or transit bus, assisting with falls or medical needs, and making sure all family members are okay. We develop special bonds with these families, and we learn about their stories. Sometimes, we have to advocate that they no longer can be in their home and will require different types of care. We are always heart broken when they are no longer with us. With the unknown on how 2021 will roll out we will be educating and advocating safety.

Life is never guaranteed so take the time to make memories, not be angry, and remember that kindness goes a long way. Stay safe and happy holidays!

John's On-Site Golf Cart Service
CALL TODAY FOR GREAT SEASONAL SPECIALS!

HELP IS JUST A PHONE CALL AWAY!
 Reasonable Pricing • 17 Years Experience
 ~ Electric or Gas ~

Major Overhauls • Tune-ups • Detailing
 Sales & Installation • Storage • Maintenance
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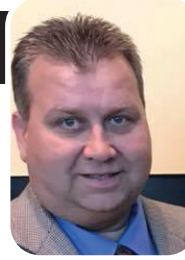
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By McKenzie B...



MAINTENANCE MATTERS

BY ED ZIARKO, MAINTENANCE MANAGER

Welcome to the winter months, as we prepare for the snow and the frigid temperatures. We ask that you make sure your home is winterized, so you do not walk into your home and have a surprise with busted pipes or a leaking roof. Here are a few ideas:

- Make sure outside hoses are disconnected from your home
- Research snow removal services
- Check carbon monoxide detectors
- Check smoke detectors
- If heat tape is needed make sure it's plugged in
- Have the chimney checked
- Check and fix where mice come in
- Change your furnace filter
- Make sure to use pet safe salt
- Consider joining the ACL Heat Light Program

Last but not least, the Maintenance team would like to thank all the volunteers that helped the Department throughout the year from picking up limbs, cutting trees to driving to pick up benches there are too many to name so THANK YOU for taking the time out of your day, it is much appreciated. We hope you stay safe and enjoy the holiday season.

NEWS FROM THE NINE

BY JESSICA WILLIAMS, GOLF COURSE MANAGER

Hello ACL! I have a few Golf Course updates for you all.

First, I wanted to let everyone know that our rental carts have officially been taken to storage and will not be available again until next season.

Next, I would like to thank the Golf Course Commission for purchasing four new trees for our course. These four trees were planted on holes #2, #5, #6, and #8. I look forward to seeing their beauty in the spring and I know that all our golfers will enjoy watching them grow!

Lastly, don't forget that we have an adopt-a-tee box program! This program allows Property Owners' the chance to sign up to maintain a tee-box for the year. There is no cost, but you are responsible for purchasing flowers and plants. We will provide the mulch and reimburse up to \$25. For next season, we are in need of people to maintain hole #2, #3, and #4. If you are interested in this program, feel free to contact Jessica at jessica.williams@applecanyonlake.org.

I hope everyone has a safe and blessed holiday season!

AQUATICS

BY JULIE JANSEN, AQUATICS MANAGER

ACL SWIMMING POOL 2020 COVID-19 STYLE!

Wow, another great season for us at the swimming pool and beach.

Overall, this summer was busy for us! Although it was a year in which we all had to adjust, we managed in every way to provide safety to all our swimmers and ACL staff members. This year, in addition to our typical water safety duties, we had to implement many additional safety precautions and guidelines in lieu of COVID-19. Drowning is silent and it only takes a moment. A child or weak swimmer can drown in the time it takes to reply to a text message, check a fishing line, or take a picture. This year, we had six lifeguard assists recorded. Our SignUpGenius online system was not flawless but was a huge success for us to provide swimming to you all. ACL was one of the few swimming pools open in any capacity in the state. As we move forward to 2021 with the unknown, we will adapt to whatever is thrown at us to have another safe swimming season. Happy holidays to you all!

Thanks for a great season!

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

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.



CONSERVATION CONVERSATIONS

CONSERVATION ACHIEVEMENTS IN THE YEAR OF COVID-19

BY PAULA WIENER, CONSERVATION COMMISSION CHAIR

Because of the effect of COVID-19 on all our lives, I was afraid when I sat down to review the Conservation Commission's work for this article there wouldn't be much to write. I was wrong.

We began the year by continuing to design and plan our Watershed Education Day. It was meant to be a family-friendly event offering hands-on activities to help participants learn more about all aspects of a watershed: the geology, the plants, the water quality and the animal life found in a healthy watershed. The March COVID-19 lock-down made us postpone the event and ultimately cancel it. We still have plans for doing the Education Day at some future time.

Working with the ACL Watershed Plan turned out to be the major focus of much of the Commissions work this year. Hell's Branch was originally identified as the stream bank stabilization project priority. Both the first and second phase of this project were completed this year. RiverWatch, tributary water sampling and lake monitoring data were collected and added to our ever-expanding data base. This data base allows us to see in real terms if the Watershed Plan is doing its job of maintaining and ultimately improving the quality of our lake water.

When the plan was written and approved in 2016, the Jo Daviess Soil and Water Conservation District was going to provide the leadership for its implementation. Staff and funding cutbacks made that impossible. Although many milestones like the ones outlined above continued along, some were neglected or discovered to be unworkable. The Conservation Commission decided to assume the leadership role and to make sure that all the five-year milestones were still applicable. Most were, but several were revised or dropped. The Board of Directors approved our changes, and we are now set to do the first five-year evaluation of the Plan in the fall of 2021.

Applied Ecological Services came out last month and viewed 10 potential projects that could be added to the original Watershed Plan. Detailed projects and their expected outcomes can improve our chances for obtaining Environmental Protection Agency grants to help fund them. Our next priority streambank stabilization is Winchester.

The Watershed also got a new Facebook page. The original page was managed by Soil and Water and became neglected when staff was no longer available. The new page (*The Apple Canyon Lake Watershed*) is now managed in-house. By following us you can keep up to date on everything watershed related.

Keeping the watershed clean continues to be an important and fun part of our work. COVID-19 caused us to rethink our usual Earth Day/Spring Clean-up format. We went to a free-form activity done over three days. The response was so positive the Commission decided to follow this format for the 2021 Earth Day as well. We also partnered with the Trails Commission to do a fall clean-up this year. It was a success, and we hope to engage even more community members next year.

The lake is our most important amenity, but for many our fishery is the second most important amenity. We did two fish shockings again this year and our Lake Consultant, Joe Rush, was pleased with the results. The Bigger, Better Blue Gill program has been voluntary for the past two years. When we met with Mr. Rush last month, he strongly urged us to formally change the creel limits. The Commission decided to take his advice, but we also listened to what our anglers have been saying. The daily limit per person on blue gills will remain at 25, but only 8 of those can be 8" or larger. Our new slogan is "Only 8 over 8 inches". We will continue to feature information in the Apple Core and the Apple Seed explaining why these changes can make for a better blue gill fishery in the very near future.

We again listened to our anglers and decided to institute a musky stocking program. Beginning in the fall of 2021 we will stock 50 12" muskies in the lake each year for three years. We did the same type of program with northern pike four years ago and are just beginning to see the results.

The Greenway Stewardship Program continued with quarterly and annual

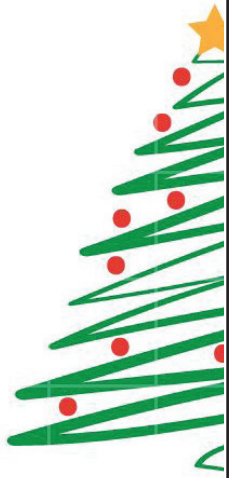
reviews of both on-going and completed projects. There were four new projects approved this year. And goose egg oiling resulted in 47 fewer new chicks.

Our Commission lost two members this year, but if all goes as planned we will officially welcome three new members by the end of this month.

I want to thank our Commission members my Co-chair Mike Yorke, Henry Doden, Tom Ohms, Phyllis Cady, Mike Cammack, Gary Hannon and Steve Nelson. Despite COVID-19 we accomplished a great deal and hope to accomplish even more in 2021.

FROM EVERYONE HERE AT THE ACL ASSOCIATION OFFICE

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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.



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APPLE CANYON LAKE GARDEN CLUB

Hanging of the Greens

BY NANCY WINTER AND THERESE NELSON

“Hanging of The Greens” is an annual Christmas and holiday tradition established in 2008 by the Garden Club. Nancy Winter, Garden Club President from 2010-2014, said the Garden Club started this tradition to expand the success of having summer gardens at the signpost gardens, Clubhouse and Pro Shop. Summers looked great and we needed some spirit for the winter holidays and for Christmas.

The Garden Club jumped right in and everyone loved it so much decorating for the holidays. It first started with the “Hanging of The Greens” and it’s been called that ever since. It was a big hit and the Garden Club emphasized they really wanted homeowners and guests to enjoy happy holidays here.

The Garden Club spends money they collect from dues and fundraising through the plant sale to put the money back into our beautiful community. But soon members were donating ribbons, bells, ornaments, and wreaths to make an even more spectacular holiday display. Nancy mentioned that they had large snowflakes that had to be hung by the always helpful Maintenance Department. The staff used a “cherry picker lift” to place the snowflakes just right.

Laughing, Nancy said the women who took care of these areas referred to themselves as “Island girls”, a term that is still mentioned with a twinkle in their eyes. “Oh, what a good time we had and even spouses would come out to help.” Afterwards they would get together for chili and socialize with one another. She mentioned Jean Malone, Joan Forman, Barb Hunt, MaryAnn Handley, Judy Wallace, Carol Horist, Rosie Fuchs, Bernie Hogan, Judy Campbell, Jan Spivey and Carol Krueger just to name a few.

We hope that the “Hanging of The Greens” will get everyone in the holiday spirit this season. In particular, this year has created some unusual times for us. We miss socializing and seeing family and friends. One thing we all know for sure, we’re tougher than a pandemic. It may have gotten us down but when the “greens” go up, our spirits go up and we cheer up. Kindness costs nothing but means everything.

Wishing all our lake friends and guests a safe and wonderful holiday season!




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KIDS ACTIVITY PAGE

Puzzle by Ben Tausig

Across

- 1. Radar image
- 5. Kid's claim of possession
- 9. City to which a great many retired Jews have taken their talents
- 14. Puerto _____
- 15. Dog kicked around by Garfield
- 16. Biology lab stain
- 17. Crazy
- 18. Prefix with byte
- 19. Shows age, as a car body
- 20. People in their first couple weeks of marriage, perhaps
- 23. Printer paper purchase amount
- 24. Something that might keep you up in bed?
- 28. Influence, as it were
- 31. Humane org.
- 33. "A Theory of Semiotics" author
- 34. Active Italian volcano
- 35. Streaming service since June 2015
- 38. Apothecary's measure
- 39. ____-tzu
- 40. Cutlet?
- 41. Markers that show when a document was approved, say
- 45. Big name in fruit
- 46. Yeshiva e-mail address ender
- 47. Charged particles
- 48. 1995 Bullock cyber thriller
- 50. Very LOL GOP event
- 52. Dino's tail?
- 53. Autumn observance during which the foods at the start of this puzzle's theme entries are eaten
- 59. Sarah, Bristol, Track, Troops, or Trucker (j/k about the last two)
- 62. Hand-on-the-Bible utterance
- 63. Showing a lot of skin

1	2	3	4		5	6	7	8		9	10	11	12	13
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			53			54	55					56	57	58
59	60	61					62					63		
64							65					66		
67							68					69		

- 64. Luca in "The Godfather"
 - 65. Ashtabula's lake
 - 66. "Tasty!"
 - 67. NES button
 - 68. Animal shelters
 - 69. Spotted
- Down**
- 1. Male friend, in dude slang
 - 2. Airport pickup
 - 3. Jewish star, e.g.
 - 4. Texas hold 'em, e.g.
 - 5. Beliefs
 - 6. Blue collar, red tape, or purple prose
 - 7. Female climax, casually
 - 8. Astin of "Lord of the Rings"
 - 9. Either of two brothers who purchased Webster's Dictionary
 - 10. 2008 documentary about debt
 - 11. Doofus
 - 12. Benjamin Netanyahu's sch.
 - 13. ____ and outs
 - 21. "Uh-huh"
 - 22. "____ homo" (painting that became a meme after it was "restored")
 - 25. Wound
 - 26. Cold spike?
 - 27. Eye place
 - 28. United under a chuppah, say
 - 29. Charles Schwab alternative
 - 30. Place for a nursery rhyme trio
 - 31. Barrages with email supposedly from a Nigerian prince, say
 - 32. Alka-Seltzer sound
 - 36. Agenda
 - 37. Pits
 - 42. Insult from the Fonz
 - 43. "Little piggies"
 - 44. Weed collections
 - 49. "Come again?"
 - 51. Come to mind
 - 52. Soft, low-brow sheet material
 - 54. Worked the soil
 - 55. Aesop's also-ran
 - 56. Identify
 - 57. Fictional mail order weapons company
 - 58. "Adon Olam," e.g.
 - 59. Hipster beer brand, briefly
 - 60. "____ we having fun yet?"
 - 61. ____ Cruces, NM

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KIDS ACTIVITY PAGE



Christmas Word Scramble

Unscramble the letters to find words which have to do with Christmas. Some of the words have religious meanings, others are secular in nature.

1. Groceos _____
2. Naclorig _____
3. Rats _____
4. Scunttshe _____
5. Porduhl _____
6. Naast _____
7. Skagceap _____
8. Dressephh _____
9. Gramen _____
10. Galen _____
11. Limesotte _____
12. Vaniyitt _____
13. Gotscink _____
14. Virasou _____
15. Traweh _____
16. Gisehl _____
17. Wamsonn _____
18. Ejuss _____
19. Stranneom _____
20. Scamsthir _____



Holiday Word Search Challenge



Solve each clue to reveal the holiday-related words to find in the puzzle going across, down, and diagonal.

1. December 25th holiday: _____
2. Jolly man in red suit: _____
3. Hung by the chimney: _____
4. December holiday celebrating African-American heritage: _____
5. Family customs passed down to next generation: _____
6. Kwanzaa candle holder: _____
7. Hung on a door at Christmas: _____
8. Jewish Festival of Lights: _____
9. Special Jewish candelabra: _____
10. Red and white striped Christmas sweet: _____
11. A wax light that is used as a ceremonial symbol of many holidays: _____
12. Number of days of Hanukkah: _____
13. Santa's vehicle: _____
14. Kwanzaa feast: _____
15. Gifts given on the last day of Kwanzaa: _____
16. Christmas songs: _____
17. Potato pancakes: _____
18. They pull Santa's sleigh: _____



N Z R D C C J Y H C H R I S T M A S
 T L C X U C A N D L E L L L S T I J
 H F D Z N N O Z H R J E C E Q R G R
 V O G R C L U A C E W M N R J A Q R
 G M O B N O K W H K V A E P O D J K
 G C E W Q K O A N R C E W X K I I A
 S A F N U C G D E Y D K Q S V T L R
 B T S N O O Z I D N R N E W K I X A
 D G A T E R E N I L O K N R W O Q M
 O H N R O K A E F S T T T E A N L U
 N G T R H C R H L A K N H A N S F W
 W Q A Q Q O K O L W N G J T Z G G G
 S R C B X I R I H K I C F H A W I P
 R M L W A A F F N E I W Y S A G F N
 P E A Y C T X P L G I N X T R X T F
 O Z U G Q G U S O D S G A C R D S U
 S G S V Z N W V F C D X H R U N E L
 V W V C E L E B R A T E F T A W M I

Bonus: Find 5 more holiday words hidden in the word search grid



Elizabeth Ambulance

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

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



Seeks volunteers

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

FOR IMMEDIATE RELEASE

Senior Resource Center Offers Home Maintenance Program To Seniors

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

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

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

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

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

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

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

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LETTER TO THE EDITOR & POLICY

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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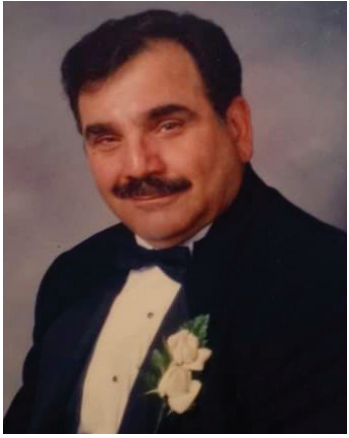
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OBITUARY

BENJAMIN "SONNY" DECICCO



Benjamin "Sonny" DeCicco, 81, of Apple Canyon Lake, IL, formerly of Chicago, IL, passed away on Tuesday, November 11, 2020 at Mercy One Dubuque Medical Center, Dubuque, IA.

Sonny was born on November 17, 1938 in Chicago, the son of Benjamin J. & Sophie (Ruffolo) DeCicco. He graduated from Austin High School and was a proud Veteran of the U. S. Army where he served as a paratrooper and spent time in his ancestral home of Italy.

He returned home to marry his high school sweetheart and raise his brood of girls in Cicero and Elk Grove Village. He worked at Sears for years as a long-haul trucker and led many convoys with the handle Noble Roman.

Ben retired to Apple Canyon Lake, IL with his loving wife Mary, where he served as the Post Commander of the Apple River American Legion Honor Guard. He also ran for the local school board in Chicago and cherished his morning coffee talks with his fellow vets. He was a master story teller and would never fail to tell you which cross streets in the city the event took place.

He was the devoted husband to Mary; Cherished brother to Judith (Edward), Loving father to Rhonda, Tamera (James), Dana (Joseph), Trina (Chuck), Serena (Brian), and Bena (James); Caring stepfather to Kristi (Jeff); Proud Papa to Salvatore, Anthony, Gia, Vincent, Angela, Jason, Shana, Dustin, Joseph, Michael, Stephen, Adam, Jared, Zachary, Julia, Rosemarie, Zachary, and Joshua; Dear Great Grandfather to 32.

A memorial service will be scheduled at a later date.

The Miller & Steinke Funeral Home of Scales Mound is serving the family. Online condolences may be left for the family at www.millerfhed.com.

HELP, PLEASE!

I AM REACHING OUT TO MY NEIGHBOR WHO PURCHASED 12 OF MY HUSBAND'S FISHING RODS AT THE ACL GARAGE SALE ON PAINTED POST LANE. APPARENTLY I MESSED UP. I AM ASKING FOR MERCY FOR ONE ROD WHICH WAS A SPECIAL GIFT; A CUSTOMIZED 'GRANT' ROD WITH HIS NAME ON IT - MIKE BROWN.

VERY DISTRESSED HUSBAND. PLEASE LET US BUY BACK -- THANK YOU -- 847 309 7100



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- Must live no more than one mile outside of the jurisdiction
- Must be willing to learn and train
- Must be willing to do some strenuous physical duties at times of need



Scales Mound Fire Protection District serves the Village of Scales Mound, The Galena Territory and the rural areas in between. With having three Fire Stations in the District, this allows us to choose which best fits you based on your place of residency. There is a high demand for this line of work so please do not hesitate! If you have always wanted to help others and try to better your community then now is the time.

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

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Marcy Stanger 815-238-0555
Holy Cross Office 815-291-2102 Julie or Fr. Mike

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COMMUNICATION CONNECTION

The Most Wonderful Time of the Year!

**BY TIM BROKL,
COMMUNICATIONS & RECREATION MANAGER
tim.brokl@applecanyonlake.org**

It's that time of the year again - the most wonderful time of the year! The Holidays are upon us and this year they are unlike any other we have experienced. We may not be able to celebrate in large groups in person, however there are still plenty of ways we can embrace the holidays during these unusual times.

On December 5th, the Recreation Commission hosted the Annual Tree Lighting Ceremony. This year we move the ceremony to a new location. In previous years we lit the tree by the Multi-Sport Complex. This year we lit the tree next the Pro Shop entrance by Lake Road 3, as well as a 3rd tree on a hill next to the Pro Shop. While originally, we had planned to serve hot cocoa and cookies and mingle on the Pro Shop patio, again, COVID-19 restrictions were rolled back, and modifications had to be made. Members were able to pick up a grab-and-go holiday treat, then watch the trees light up at 6:30 pm from their cars. Meanwhile, members who were not present were able to watch the ceremony via Facebook Live. We hope all our members enjoy the holiday lights throughout the season. Thank you to the Recreation Commission, ACL Maintenance Department, and the Pro Shop staff for making it a wonderful and safe evening.

On December 1st our Holiday Tree Decorating Contest launched via Facebook. The contest is a fun way for our members to show off their holiday decorating skills and share some of your holiday spirit with your fellow ACL members. You can read all the details for The Holiday Tree Decorating Contest and how you can participate in Kirsten's Recreation Re-cap article in this issue of *The Apple Core*.

After the New year, on January 16th we have The Sledding Party and Family Potluck & Movie Night on calendar. In 2021, there will be no Family Potluck & Movie Night, due to safety concerns at this time. Though we have decided to cancel the Family Potluck & Movie night, we plan to host the Sledding Party on hole #9 of the golf course, as long as we have snow. So, let's keep our fingers crossed for snow in January.

In closing, I would like to share this neat idea I found on social media this week. Of course, everyone is pretty familiar with Zoom and Facetime these days.

One of my favorite ideas I have found from browsing social media recently was the idea of hosting a Virtual Holiday Happy Hour. While we are advised not to gather for large holiday parties, consider hosting a Holiday Happy Hour with your best friends this season. All you need to do is set up a Zoom chat and send the invite out to your friends. Then, you and all your friends show up to the Zoom chat with your favorite cocktails ready to go and let the virtual party begin! Having a Virtual Holiday Happy Hour can be a great way to keep your friends, family and yourself safe, while still being able to catch up with your loved ones over the holidays.

I hope everyone had a safe and happy Thanksgiving, and from all of us at ACL, Happy Holidays!

WWW.APPLECANYONLAKE.ORG

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Happy Holidays!

<p>12A110 Truman</p> <p style="color: red; font-size: 24px; opacity: 0.5;">ACCEPTED OFFER</p> <p>2 Bed 2 Bath \$299,995</p> <p style="background-color: yellow; text-align: center;">TRANSFERABLE DOCK</p>	<p>8A178 Concord</p> <p>3 Bed 2 Bath \$215,000</p> <p style="background-color: yellow; text-align: center;">TRANSFERABLE DOCK</p>	<p>11A36 Fairway</p> <p style="color: red; font-size: 24px; opacity: 0.5;">ACCEPTED OFFER</p> <p>3 Bed 3 Bath \$229,000</p> <p style="background-color: yellow; text-align: center;">TRANSFERABLE DOCK</p>	<p>9A159 Hawthorne</p> <p>3 Bed 2 Bath \$549,000</p> <p style="background-color: blue; color: white; text-align: center;">LAKEFRONT</p>	<p>1A61 Blackhawk</p> <p>4 Bed 3 Bath \$449,000</p> <p style="background-color: blue; color: white; text-align: center;">LAKEVIEW</p> <p style="background-color: yellow; text-align: center;">TRANSFERABLE DOCK</p>
<p>12A70 Washington</p> <p>3 Bed 2.5 Bath \$158,000</p> <p style="background-color: blue; color: white; text-align: center;">PRICE REDUCED</p>	<p>15A315 Deer Run</p> <p style="color: red; font-size: 24px; opacity: 0.5;">SOLD</p> <p>3 Bed 3 Bath \$224,900</p> <p style="background-color: blue; color: white; text-align: center;">LAKEVIEW</p>	<p>11A189 Tournament</p> <p style="color: red; font-size: 24px; opacity: 0.5;">SOLD</p> <p>5 Bed 3 Bath \$339,900</p> <p style="background-color: yellow; text-align: center;">TRANSFERABLE DOCK</p>	<p>1A9 Painted Post</p> <p>3 Bed 3 Bath \$579,000</p> <p style="background-color: blue; color: white; text-align: center;">LAKEFRONT</p>	<p>5A59 Council Fire</p> <p>\$249,000</p> <p style="background-color: blue; color: white; text-align: center;">LAKEFRONT LOT</p>

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12A238 Jefferson \$5,000 • 9A142 Hawthorne \$6,900
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RECREATION RE-CAP

Recreation Re-Cap – Holiday Tree Decorating Contest!

BY KIRSTEN HEIM, COMMUNICATIONS & RECREATION ADMINISTRATIVE ASSISTANT

As I sit down to write this article, my brain is having a hard time adjusting to the fact that in no more than a week's time we will it be entering December of 2020. "This surely couldn't be possible?" is all I can think to myself, but then the truth of the matter hits – "Oh, but it is!"

Unfortunately, with many family holiday festivities being cancelled, the holidays are hitting a bit differently this year. I too miss being able to walk into my childhood home and be greeted by my mom with a warm embrace and the smell of home cooking. Though I am sad I will not be able to do this as in years past, I keep reminding myself, like many others, that this is not an end-all. The restrictions and guidelines in place are there for us. In Tim's Communication Connection article, he discussed the idea of hosting a holiday happy hour via Zoom or another program of the sort. I love this idea and have already proposed something similar to my family.

Just as we have made adjustments for family gatherings like those mentioned above, we too at the Association have had to tactfully bob and weave with the ever changing COVID-19 guidelines. The Annual Tree Lighting event is a great example of this as mentioned in Tim Brokl's Communication Connection article. The To-Go Pancake Breakfast for a Cause, Virtual Kids Fishing Tournament, Canyon Carving Contest, and Halloween Spirit Tour are just some other examples of events that have been modified in their format or newly created this year in lieu of the pandemic. I'm pleased to announce that the Holiday Tree Decorating Contest can also be added to that list. The Holiday Tree Decorating contest will be ran very similarly to our ACL Deck the Walls Photo Contest and the Canyon Carving Contest.

Families are encouraged to decorate a holiday tree of their choice and to share it with us. There is no cost to enter and each participating family may submit one tree starting Tuesday, December 1st. Photo submissions will be accepted one of two ways – 1.) Via a post to our 'Apple Canyon Lake Property Owners Group' Facebook page, or 2.) emailed to applecore@applecanyonlake.org. Each submission must be received by the deadline, Thursday, December 17th with a family name and the hashtag - #HappyHolidaysACL. Then, a photo album will be created on our 'Apple Canyon Lake Property Owners Association' Facebook page (Note: We have a Facebook Group and a Facebook Page – there is a slight distinction, please note this for submission purposes) for voting. To vote for your favorite holiday trees, simply click the 'Like' button on the photos you want to receive your vote. Voting will close on Tuesday, December 22nd with the winners being announced on Wednesday, December 23rd! 1st – 3rd place winners will receive a \$25 ACL gift card. So, let's see your holiday spirit on display! Grab the biggest star, drape your tree with steamers from head to toe, heck, make it a mermaid tree – there are so many different ways to go with it and we hope to see them all! Thank you and happy holidays.



Holiday Tree Decorating Contest

- **No cost to enter!** Each family may submit one decorated tree.
- Post your decorated tree photo to the *Apple Canyon Lake Property Owners' Group page:*
facebook.com/groups/applecanyonlake
starting **Tuesday, December 1st**.
- Please include a **full name** for credit. You must add **#HappyHolidaysACL** to your post for the photo to be accepted.
- If you do not have Facebook, you may submit your photo to **applecore@applecanyonlake.org** by the **deadline: Thursday, December 17th by midnight**.
- ACL will create an album of these photos on our Facebook Page:
facebook.com/applecanyonlake
on **Friday, December 18th**.
- Vote for your **top 3** favorite holiday trees by 'Liking' them on this page **by midnight on Tuesday, December 22nd**.
- The **top 3 trees** with the most 'likes' will **win** a \$25 ACL Gift Card!
- Winners will be announced **Wednesday, December 23rd** on our Facebook Page and in the Apple Seed.

Photos submitted may be used for ACLPOA Marketing purposes.

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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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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.

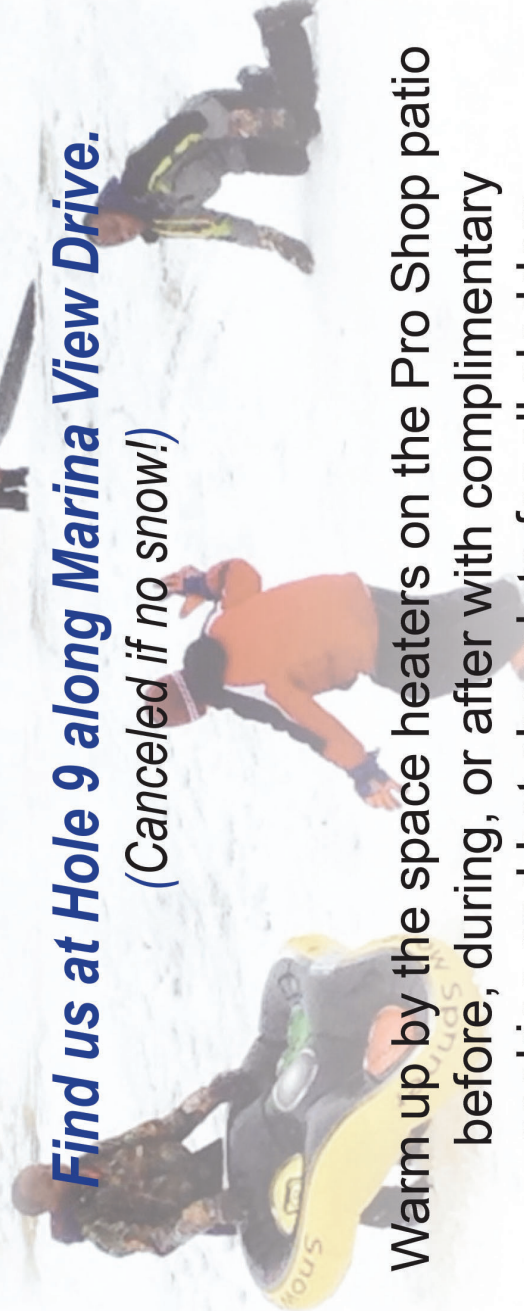
For Sale: Lot 10-109 Heron Drive. Buildable lot with transferable boat dock at Nixon Beach. \$22,000. Call (815)238-1653 or email pease.lynna@gmail.com

Lost Phantom3 DJI drone. Reward for information or return of the Phantom3 DJI drone. Last seen airborne on northwest side of ACL. Call Roy at 815-492-0235.

SLEDDING PARTY ON HOLE 9 SATURDAY, JANUARY 16

1:00 - 3:00 pm

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

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- Drawing to be held at the Foundation 2021 Poker Run
- Winner may trade in UTV towards an upgraded model.
- Winner is responsible for sales tax, registration fees, licensing, etc.

Drawing will be held on September 11, 2021

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.



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