

# BYLAWS OF THE

## SUNSET LAKE ASSOCIATION

### ARTICLE I

#### NAME, PURPOSE & SEAL

**SECTION 1.** The name of this Corporation shall be SUNSET LAKE ASSOCIATION and its principal office shall be located at the Community Center.

**SECTION 2.** The purpose of the Sunset Lake Association is to create and preserve a recreational and residential facility for the benefit of the Association members.

**SECTION 3.** The Seal of the Sunset Lake Association shall be circular in form and around the rim and middle there shall be inscribed the words: "Sunset Lake Association, Girard, Illinois."

### ARTICLE II

#### MEMBERSHIP

**SECTION 1. A. Class "A" Membership** shall be open only to those who have executed a valid lease with the Sunset Lake Association, and;

1. Only Class A members shall be entitled to vote at Annual and Special meetings of the membership and shall be entitled to one vote per each Membership;  
2. Members and their guests shall be entitled to all privileges of the lake as may be determined by the Board; and

3. Shall be entitled to hold office in the Sunset Lake Association.

**B. Class "B" Membership** is closed and all outstanding memberships are non-transferable.

1. Existing membership and their guests shall be entitled only to boating and fishing privileges, subject to regulations as the Board may enact;

2. Class "B" members shall have no vote except on the subject of assessments of Class "B" memberships.

**C. Assessment of Members.** Class "A" members may be assessed by the Board of Directors in an amount deemed necessary for the operation of Sunset Lake Association for maintenance of Corporate property, roads, shoreline, lake and any other expenses for the good of the Association. These shall be budgeted by the Board of Directors, submitted to and approved by a two-thirds (2/3) vote of the members present at a special or annual meeting in person or by proxy after due notice is given as provided in the Bylaws.

These assessments may not be changed by the Board of Directors.

**D. Transfer of Membership.** Class "A" Membership may be transferred by a majority vote of the Board of Directors present at any meeting at which said application is considered.

**SECTION 2. Power to create New Memberships.** The Board of Directors may establish a new membership to accompany a newly executed lease if none is available for transfer.

### ARTICLE III

#### MEETINGS

**SECTION 1. Annual Meeting.** The annual meeting of the members of the Association shall be held at a convenient location on the Third Thursday of the month of October each year at 7:00 PM for the purpose of electing directors, passage of a budget, and for transacting other business as may come before the meeting.

**SECTION 2. Special Meetings.** Special Meetings of the members of the Association may be called by the President, by the Board of Directors, or by not less than one-fifth (1/5) of the membership of the Association.

**SECTION 3. Notice of Meetings to Members.** Written notice stating the place, date and hour of the meeting, and in case of a special meeting, the purpose(s) for which the meeting is called, shall be mailed not less than seven (7) days nor more than twenty (20) days before the date of the meeting to each member. The Secretary shall include with the letter for the annual meeting a copy of the financial statement of the Association and a copy of the Board of Directors' proposed budget for the ensuing year.

**SECTION 4. Quorum.** At any membership meeting a quorum for the transaction of business shall be deemed to be present when fifteen percent (15%) of the votes entitled to be cast are present. Voting by written proxy shall be permitted provided that such written proxy is filed with the Secretary of the Association by the time of roll call of the members at the meeting or prior thereof.

**SECTION 5. Proxies.** Members wishing to vote by proxy must give their proxy to a member who is not committed to vote any

other proxy, since members attending any Regular or Special meeting may vote only one proxy in addition to such member's own vote, and proxy votes may not outnumber the votes of members present.

## ARTICLE IV

### **BOARD OF DIRECTORS**

**SECTION 1. Power of the Board.** The business and affairs of the corporation shall be conducted and managed by its Board of Directors.

**SECTION 2. Establishment of Rules.** The Board of Directors shall have the power to establish rules as deemed necessary or advisable, and may amend or repeal any rule(s). No new rule(s) or amended rule(s), shall be enforced without giving written notice to all members of the Association.

**SECTION 3. Board Duties.** The Board of Directors shall have the duty, to direct the terms and conditions of the use of the lake and any property of the Association, to provide for the dividing of the real estate into residential sites, and the terms and conditions thereof.

**SECTION 4. Lake Shore Lease.** The Board of Directors are authorized to make such amendments to any existing Lake Shore Lease and to the form of any future Lake Shore Lease, as will enable the custodian of any such lease to mortgage or pledge the leasehold estate with any bank or any commercial lender, and generally to result in the leasehold estate being the subject matter of transfer, and that the Directors fix the terms of any amendments to existing Leases or new Leases. **SECTION 5.**

**Board Membership and Terms.** The number of directors of the Association shall be nine (9) in number, and each director shall be elected for a term of three (3) years.

**SECTION 6. Vacancies.** Any vacancy occurring on the Board of Directors caused by death, resignation or otherwise shall be so appointed and shall serve only until the next Annual meeting of members, at which time a director shall be elected by the membership to complete the unexpired term, if any, of the director originally elected to that office.

**SECTION 7. A. Removal.** Any director who shall miss three (3) consecutive meetings or fifty percent (50%) or more within any fiscal year of the Board of Directors without reasonable cause shall be deemed to have resigned his position and a new member shall be selected to fill the vacancy by the board. The Board of Directors may determine what shall constitute reasonable cause for failure to attend such meetings.

**B.** Any Director charged with malfeasance, misfeasance, or nonfeasance.

**C.** Any Director found to be in Conflict of Interest.

**D.** Any Director found to be conducting themselves in a gross unprofessional manner resulting in physical or verbal abuse of a member.

**E.** Any Director found to be in flagrant violation of existing rules or bylaws.

**1.** Removal Action of a Board Director can be initiated in either of two ways:

**a.** By a majority vote of the Board of Directors which must state the reason and evidence for

removal.

**b.** By any member providing a petition with signatures from at least thirty-three percent (33%) of the Class "A" membership, listing the reason and evidence for removal. Such petition shall be taken up by the Board of Directors following notice at its next regular meeting.

**2.** A Board Director may be removed by a two-thirds (2/3) vote of the Class "A" membership, including proxies, present at an Annual Meeting or a Special Meeting of the Association, notified according to Article III, Sections 1 or 2.

**SECTION 8. Meetings.** The Board of Directors shall meet the first Tuesday of each month unless this day falls on a legal holiday, then the meeting will be held the following Tuesday, at the Community Center for the purpose of transacting any old or new business of the Association. Special Board meetings may be called by the President of the Association, or by the request of three or more Board members.

**SECTION 9. Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business of the Association.

**SECTION 10. Committees.** The Board of Directors may by resolution determine and designate the number of regular and special committees to be appointed by the President with the approval of the Board of Directors, and the duties and length of tenure may be in like manner designated.

## ARTICLE V

### **OFFICERS OF THE ASSOCIATION**

**SECTION 1. Officers.** Officers of the Association shall consist of a President, Vice President, Secretary and Treasurer, and may be selected from the Board of Directors or otherwise. In the event that any officer who is not a member of the Board of Directors, he/she shall not have a vote at the Board of Directors meetings unless he/she is the presiding officer at such meeting and his/her vote is necessary to break a tie.

**SECTION 2. Election of Officers.** Immediately following the Annual meeting of members, the Board of Directors shall meet and elect their officers.

**SECTION 3. Executive Board.** Officers of the Association, whether members of the Board of Directors or not, shall constitute the executive board of the Association.

**SECTION 4. Duties of Officers.** The officers of the Association shall have the powers to discharge the duties of their respective offices with diligence and dispatch, and shall perform the duties usually pertaining to their respective offices and such other duties as the Board of Directors may determine.

## **ARTICLE VI**

### **BYLAW AMENDMENT**

**SECTION 1. Amendments.** The Bylaws of this Association may be amended at an Annual or a Special meeting of the members provided that in the notice calling such a meeting, the proposed amendment(s) shall be set forth in writing, and shall be adopted at such Annual or Special meeting upon receiving at least two-thirds (2/3) of the votes entitled to be cast by the members present or represented by proxy at such meeting.

## **ARTICLE VII**

### **PROPERTY JURISDICTION**

**SECTION 1. Property.** No lot or real estate leased from the Association may be divided into smaller tracts for the purpose of sale by the lessee-custodian unless there is prior approval by a two-thirds (2/3) vote of the Board of Directors.

**SECTION 2. Property Leaseholds.** No person, and/or husband-wife combination, or other entity shall hold a lease to more than four (4) lots at any given time.

**SECTION 3. Sale of Lots Not Directly on Sunset Lake.** Property owned by Sunset Lake Association which is not bordering the lake cannot be sold without prior approval of a majority of Class "A" Members.

**SECTION 4. New Leases.** No additional real estate may be incorporated into Sunset Lake Association for the purpose of generating new leases without being voted on and accepted by a two-thirds (2/3) of the votes cast by the members present or represented by proxy at the Annual or a Special meeting.

**SECTION 5. Consolidation of Lots.** No member may consolidate two (2) or more lots for the purpose of reducing the assessments.

## **ARTICLE VIII**

### **ATTORNEY'S FEES**

**SECTION 1. Attorney's Fees.** Should any member, or resident of such members' household unsuccessfully sue Sunset Lake Association, it's members, officers, directors, agents or servants, whether for action taken, claimed inaction, counter claim, and/or legal right violated under the Bylaws, Rules & Regulations, regularly adopted and in force, or under resolutions adopted, or regular or special assessments voted at any regular or special meeting of the Board of Directors or Membership meetings, or by any action or inaction or sponsored activity, said member or resident shall be assessed the attorney's actual charges for investigating and defending such claims or suit, as costs, by the Court, upon proof that such charges are based upon such attorney's charges for similar work for other clients, and are found to be reasonable by the court.

Revised & Adopted June 4, 2002

## **SUNSET LAKE ASSOCIATION**

### **RULES AND REGULATIONS**

**SECTION 1. Definitions.**

- A. "Association"- The Corporation represented by all persons holding a valid lease to Sunset Lake Association property.
- B. "Board" - The Board of Directors who are elected by the members, or appointed as per the Bylaws of the Association.
- C. "Corporation" - All members, who together, lease and are responsible for Sunset Lake Association property.
- D. "Drainage Area" - The entire area of land and/or water that drains into the lake.
- E. "Leasehold" - The grounds, shoreline and any structure(s) on a leased lot(s).
- F. "Lessee" - Any person(s) holding a valid lease to Sunset Lake Association property.
- G. "Main Body of the Lake" - That portion of the reservoir that motor boats are allowed to go over the six (6) mile per hour limit during fast hours.
- H. "Member" - Any person(s) holding a valid lease to Sunset Lake Association property.
- I. "Reservoir" - The impounded water forming the lake owned by the Corporation.
- J. "Rip Rap" - Layers of stone or rock placed upon the shoreline to prevent erosion of the land into the lake. Depending upon the slope of the shoreline, rip rap should extend (1 ½) one and a half feet vertically above and below the normal waterline.
- K. "Sunset Lake Association" - All members who make up the private corporation.
- L. "Sunset Lake Association Property" - All property owned by the corporation whether leased or not leased, including the lake, may also be referred to as Sunset Lake property, Lake property or Association property.
- M. "Wake" - A wave that washes upon a shoreline or disturbs boats fishing or at anchor.
- N. "Watercourse" - Any stream, natural or artificial channel, spring or depression of any kind, in which water flows continuously or intermittently, directly or indirectly into any part of the reservoir.

## **SECTION 2. Use of Sunset Lake Association Property.**

- A. Only members, their family and guests shall have the use of Sunset Lake Association property.
- B. Members are responsible for their guests, who must be informed of any applicable rules and regulations of the Association, such as swimming, boating, etc.
- C. Leaseholds may not be rented or sub-leased.

## **SECTION 3. Access to Sunset Lake.**

Access to the lake shall be only from the member's leasehold or from the common boat landing maintained by the Association.

## **SECTION 4. Fishing.**

- A. Fishing by other than Members, and their guests is prohibited. Guests must have written permission when not accompanied by a member.
- B. **No State Fishing License Required.** The Association has been issued an annual State Fishing Permit which allows any member and their guests to catch or attempt to take or catch any species of fish, frogs or turtles. All persons shall strictly adhere to the Fish Code of the State of Illinois and the following rules.
- C. **Fish Limits.**
  - 1. **Bass** - Limit of 6 bass per day of which only one (1) may be over 15" but any bass 12" to 15" long **cannot be kept**, and must be carefully put back in the lake.
  - 2. **Crappie** - Must be 9" or longer to be kept with a 15 limit per person per day.
  - 3. **Walleye** - Must be 15" or longer to be kept with a limit of three (3) per person per day.
  - 4. **Bluegill, Red Ear, Catfish, etc.** - No limit on size or number to be kept.
- D. No person shall take, catch or attempt to take or catch any fish in the lake by any method whatsoever except with a hook or lure attached to a single line.
- E. Fishing from a boat during fast hours should be done in coves, or within 30 feet of the shoreline on the main body of the lake when fast boat traffic is present.
- F. Any yellow bass, white bass, shad, green sunfish (sometimes called war mouth or rock bass), or carp (other than grass carp) which are caught should **NOT** be returned to the lake, but should be kept for eating, used as fertilizer, or properly disposed of in the trash.

## **SECTION 5. Boats.**

- A. **Licenses and Permits.** No boat of any kind may be kept or used on the lake unless it is owned and registered by a member and has been issued a Sunset Lake Association permit based upon a written application filled out in full. Such permit when granted shall be placed in the middle and on each side of the boat, except paddle boats which shall display the permit on the back of the left seat, so it can be seen from the rear. Canoes, rowboats, etc. shall place the sticker in the middle of the left side. **All boats must be licensed by the State and all applications must be accompanied by a valid State registration to apply for a boat permit.**
- B. **Fees for Boat Permits** for each calendar year are as follows:
  - 1. Eight dollars (\$8.00) for each boat owned by a member which is **not** propelled by any type of motor.
  - 2. Twelve dollars and fifty cents (\$12.50) for each boat owned by a member which is propelled by any type of motor.

3. For the fractional part of any calendar year, the permit fee shall be the same as a full calendar year.

**C. Horsepower of Motors.** No permit shall be issued to any boat propelled by a motor or motors exceeding a total of 50 H.P. Any lessee using the lake with a motor exceeding 50 H.P. will be fined and the boat must be removed immediately and the permit will be revoked.

**D. Special Permits.** The Board may issue a special permit for the use of any boat.

**E. Sale of Boat.** Upon the sale of any boat the permit issued shall be invalid, but such permit may be transferred to any other qualified boat owned by the seller upon the members written application and payment to the Association of a **Transfer Fee of \$3.00**. The boat sold must be removed from the lake or re-registered if the purchaser is a member.

**F. Number of Boats.** Members are entitled to no more than four (4) boat licenses. No more than two (2) of these four (4) boat licenses are to be registered to motor boats. Any exception must have approval by the Board.

**G. Jet Skis** and similar crafts are **prohibited** at all times.

#### **SECTION 6. Boat Speed Regulations.**

**A.** No person shall operate any boat at a greater speed than 6 miles per hour (6 MPH) except from 12:00 P.M. to 8:00 P.M. on Wednesdays, Fridays, Saturdays, Sundays, and on the celebration of Memorial Day, the Fourth of July, and Labor Day, without special permission of the Association. Boats must run in a counter clockwise course around the lake during fast hours.

**B.** Boats shall proceed at "No Wake Speed" in all coves and within areas which have been marked by buoys or other signs. If you create a wave that washes upon the shoreline above the rip rap or disturbs boats at anchor, you are going faster than "No Wake Speed".

#### **SECTION 7. Operation of Boats.**

**A.** The Lake Patrol and/or any Board Member has the authority to stop all dangerous practices, covered or not by these regulations.

**B.** No person shall operate any boat with a motor exceeding the maximum horsepower nor load capacity recommended by the manufacturer.

**C. Life Preservers.** All boats shall carry a U.S. Coast Guard approved Life Preserver in good and serviceable condition for each person. All non-swimmers and children under eight (8) years of age must wear a life jacket at all times when in any boat.

**D.** All persons must be seated while the boat is in operation.

**E.** All motor boats must stay a minimum of 40 feet from shore when in operation above 6 miles per hour, except for docking or exiting a dock.

**F.** No person under 12 years of age may operate any boat propelled by a motor of ten horsepower (10HP) or more. Further, no person under 12 years of age may operate any boat unless they are accompanied in the boat by a person of at least 18 years of age. No motor boat shall be operated by a person under 15 years of age during fast hours.

**G.** No person shall operate any boat in a careless manner so as to be indifferent to the person or property of others, or at a speed greater than will permit such person to exercise reasonable care, and be able to stop within an assured clear distance ahead. No person shall operate any boat or manipulate any water skis, or other towed devices in such a manner as to endanger life or limb, or damage property of any person.

**H.** No paddle boat, rowboat, canoe, nor any non-motorized boat may be operated more than 30 feet from the shoreline on the main body of the lake during fast hours.

**I.** Motor boats shall not be operated after sunset or before sunrise unless it plainly displays a bright white light in the rear of the boat visible from all quarters, and twin lights in the front of the boat showing a green light to starboard (right) and a red light to the port (left) side of the boat.

**J.** From sunset to sunrise, rowboats, canoes, and paddle boats shall display a white light mounted on a standard not less than 12" in height and be bright enough to easily be seen by an approaching boat for a distance of 800 feet from all directions.

**K.** No motor boat shall be used or kept on the lake unless it is equipped with at least one U.S. Coast Guard approved fire extinguisher in such condition as to be ready for use. All such boats shall be equipped with an adequate mouth or power operated whistle or horn. Use of sirens is prohibited.

**L.** All boats, except paddle boats, shall be equipped with at least one paddle or oar, and one pump or bailer.

**M.** No boat shall be used or operated nor any horn or sound device sounded so as to create a nuisance or disturb the peace and quiet of the lake.

**N.** Any abandoned or adrift unlicensed boat will be impounded, sold, or destroyed by the Association.

**O.** The Association shall at all times have the power and the authority to prohibit, restrict, limit or regulate the keeping, maintenance or operation of any or all boats on the lake should it become necessary in the interest of public health or safety, or for the protection or improvement of the reservoir or other cause.

#### **SECTION 8. Navigation of Boats.**

**A.** When two boats are meeting head-on so as to involve risk of a collision, each shall alter her course to starboard (right) so each will pass on the port (left) side of the other.

**B.** When two boats are crossing so as to involve risk of collision, the boat which has the other on her own starboard (right) side shall yield the right of way.

C. When a motor boat meets, crosses the course of, or overtakes a boat propelled by oars, sail or muscular power, the motor boat shall yield the right of way.

D. Every motor boat which is directed by these rules to yield the right of way to another boat shall on approaching her if necessary, slacken, stop or reverse.

E. Any boat overtaking any other shall keep out of the way of the overtaken boat.

F. Necessary action shall be taken to avoid all dangers in navigation and collision and to any special circumstances which may render a departure from the above rules necessary in order to avoid immediate danger.

G. Nothing in these rules shall exonerate any boat or craft, or the owner or operator thereof, from the consequences of any neglect to keep a proper lookout, or any precaution which may be required by the exercise of due care and caution, or by the special circumstances of the case.

#### **SECTION 9. Swimming, Rafting.**

A. Only members and their guests may use the lake for swimming and rafting provided the lessee has provided and maintained a swimming area to the satisfaction of the Association.

B. Children should be directly supervised at all times by an adult.

C. Swimming or rafting on the main body of the lake more than 30 feet from the shore is prohibited.

D. Swimming out of boats in the main body of the lake is prohibited.

F. Skin diving is prohibited except with permission of the Board.

#### **SECTION 10. Water Skiing and Towing of Riders.**

A. **Ski Days & Hours.** Water skiing or towing is permitted from **12:00 Noon until 8:00 P.M. on Wednesdays, Fridays, Saturdays and Sundays, and on the celebration of Memorial Day, the Fourth of July, and Labor Day.**

B. All water skiers and towed riders must wear **life jackets** approved by the U.S. Coast Guard.

C. Boats towing skiers/riders must run in a **counter clockwise** course around the lake. Towing in the middle/center of the main body of the lake is prohibited.

D. Boats towing skiers/riders must be occupied by at least **two (2) persons 15 years of age or older** at all times, and both must be competent to handle the boat in an emergency.

E. Boats towing skiers/riders, and the skiers and the riders, shall at all times conduct their activities in a prudent and cautious manner so as not to endanger the life and safety of themselves or others, or property of the lake.

F. All towing boats, as well as their skiers or riders, must stay a minimum of 40 feet from the shoreline.

G. Pontoon boats are not permitted to tow skiers or any flotation devices.

#### **SECTION 11. Snowmobiles.**

A. Snowmobiles can only be run on the lake. The use on any other Association property is prohibited except for ingress and egress to the lake, which must be made from the member's property or the lake boat ramp.

B. The Sunset Lake Association assumes no liability as to the safety or condition of the ice on the lake.

C. It shall be the responsibility of the member to assure that the ice on the lake will support the snowmobile and its occupants safely, and the member is liable for all damages to persons or property caused by the snowmobile.

D. Persons sixteen (16) years of age or younger are not permitted to operate a snowmobile without an accompanying adult.

E. Snowmobiles may be operated on all areas of the reservoir any day from 8:00AM to 8:00PM at their own risk. .

F. A distance of 50 feet or more must be maintained from persons walking, skating, or fishing on the lake.

G. Only original factory mufflers are to be used on the snowmobile.

H. An Association permit of \$5.00 will be required for each member per year to use the lake for snowmobiling.

#### **SECTION 12. Ice Fishing and Skating.**

The Sunset Lake Association assumes no liability as to the safety or condition of the ice on the lake. It is the responsibility of the members to assure that the ice on the lake will support themselves and/or their guests.

#### **SECTION 13. Picnicking on Unleased Sunset Lake Property.**

A. Guests picnicking are to have written permission if unaccompanied by a member.

B. Any person picnicking shall keep the premises neat and clean, picked up and free of paper, garbage, and debris, and extinguish any fire before leaving.

#### **SECTION 14. Camping.**

A. A lessee or their guests may erect tents, use a trailer, R.V. or motor home on their leasehold for a period not exceeding two (2) consecutive nights per week, and the lessee must be available.

B. For camping three (3) to fourteen (14) nights in tents, trailers, RVs or motor homes on undeveloped lots, the lessee must receive permission from a member of the Grounds Committee, the Superintendent, or the President of the Board. The lessee must be available and is responsible for maintaining all sanitary conditions.

#### **SECTION 15. Upkeep of Leasehold.**

**A.** The Board has the authority to require each lessee to maintain the leasehold in a sanitary condition; decent, neat, free of weeds, leaves, unmowed grass, and debris, and attractive in appearance and in good repair. The lessee is responsible for maintaining their shoreline with adequate rip rap, and maintaining all buildings, boat docks, boat houses, and playground equipment, etc., for the safety and welfare of the lessee, guests and neighbors. On failure to do this, the Board will send a written request to correct any deficiency. If the lessee fails to do so to the satisfaction of the Board within what it considers a reasonable time, the Board shall have the authority to order the necessary work done at the expense of the lessee, plus the appropriate fine. If the Board pays anyone to complete the required work, the lessee shall reimburse the Board within thirty (30) days of the mailing of the invoice. Should lessee fail to pay the Association on time the claim shall be a valid lien against the property of the lessee. Furthermore, the lessee shall pay interest on any balance due at the rate of 1 1/2% per month on the outstanding balance and all reasonable expenses of collection, including attorney's fees.

**B. Mowing.** Lawns must be kept mowed under 6 inches (6").

**C. Leaves.** All lots must be kept free of the accumulation of leaves. No one shall intentionally rake or blow leaves into the lake.

**D. Trees.** Any trees or branches that fall into the lake from a leased lot shall be completely removed from the lake in a reasonable amount of time at the expense of the lessee of the lot from which the tree or branch came.

**E. Vehicles.** All unlicensed and/or inoperable vehicles shall not be kept on any leasehold. The State statute defines an inoperable vehicle as one that for at least seven (7) days, has its engine, wheels or other parts removed or damaged to the extent that the vehicle is incapable of being driven.

**F Rip Rap.** All shorelines are to be rip rapped with aggregate stone or concrete 4-7 inches in diameter laid 9-12 inches thick. Fabric is recommended under the rip rap. Rip rap is to extend 1 1/2 feet vertically above and below the normal waterline. No broken concrete over 16 inches or with rebar protruding, no brick, asphalt or foreign material may be used. If building a sea wall, pre-cast concrete walls, driven steel or PVC sheet pilings or other materials must have Board approval. Failure to comply with this rule shall result in a fine of \$100.00 per every 90 days after the initial warning until rip rap is in compliance.

#### **SECTION 16. Trees.**

No person shall cut down any live tree with a trunk diameter over 3" on any Sunset Lake Association property, including leaseholds, without obtaining permission from the Grounds Committee or the Superintendent. Penalty for failure to comply with this rule shall be a fine of \$100.00 per cut tree.

#### **SECTION 17. Injury to Sunset Lake Property.**

No person shall destroy, take, deface or damage any plants, signs, fences, buildings, rip rap, buoys or other structures placed, built or grown on unleased lake property.

#### **SECTION 18. Dogs and Cats.**

No vicious or dangerous dog or cat shall be permitted in the lake area. It shall be considered unlawful for a dog to be allowed to run at large. All dogs must be penned or restrained to the owners property or under the owners control at all times. Any dog found running at large may be apprehended and impounded at any public facility available in Macoupin County, and if not promptly called for may be destroyed or otherwise disposed of, all without liability on the part of any person performing such duty or of the Association.

It shall be considered unlawful for any person to maintain a public nuisance by permitting any such dog to bark, trespass, create a disturbance or destroy property, attack or injure any person. The owner is liable for all damages sustained.

#### **SECTION 19. Pollution.**

**A.** No person shall throw, place, discharge or cause to be discharged any sewage, garbage, dead fish or animals, oil or oil products, industrial solids or liquids, plastic products of any kind, cartons, bottles, cans or other refuse into the lake, or a ditch, tile, pit, open ground, drain or sewer flowing directly or indirectly as to ultimately reach and pollute the waters of the reservoir.

**B.** Manure, fertilizes, compost, etc. may be used for horticulture or gardening purposes, but shall not be placed, spread, or used in such quantities or in such manner as to cause or threaten any pollution of the reservoir, or bring about any public or private nuisances, whatsoever.

**C.** Materials being saved for recycling may be accumulated in reasonable quantities in suitable containers, provided that no eyesore or pollution hazard is created.

#### **SECTION 20. Sanitation Systems.**

##### **A. Types**

**1. A Sand Filter System** consists of a septic tank followed by a filter bed with a chlorine tank added before out-letting to the lake. The tank and filter bed size is determined by the number of bedrooms, occupants, bathrooms, etc. The filter bed is both a natural physical and biological filter that removes fine suspended solids before being disinfected in the chlorine chamber. This system requires a minimum of maintenance. Chlorine tablets must be maintained at all times.

**2. An Aeration (Aerobic) System** (must have Board approval) consists of a three-chambered unit. The first chamber holds the septic waste as does a septic tank. The second chamber mechanically introduces air using an

electric motor, which breaks down the solids before being disinfected in the third chamber, or the Chlorine chamber. This is not an approved system for seasonal or part-time use. **All aeration units must have a Service contract by July 1, 2001.**

**3. A Lateral System** consists of a septic tank with lateral lines running out from it, which disperses the effluent into lateral lines and then into the surrounding soil. There is no Chlorination Tank with this system. An existing lateral system can remain until it is in need of repair or replacement, and must be replaced before or at transfer of a lease.

**B. Care and Maintenance.** Introducing any waste product which will not biologically break down, such as; grease, harsh chemicals, diapers, sanitary products and other foreign objects into a septic system can create clogging problems in the pipes, tanks and filter bed requiring replacement or repair. **Pumping** the septic tank by a licensed State of Illinois Contractor, is necessary for continued function, when a septic tank accumulates scum and sludge that is equal to 1/3 its depth (2-3 years). This extends the life of the system and avoids costly repairs or replacement.

Chlorine Chambers disinfect the effluent (outflow) from sand filter and aerobic systems before being returned to the lake. All current and future Sand Filter and Aerobic septic systems must contain a chlorine inspection tube, to which **chlorine tablets** are deposited and maintained with sufficient chlorine tablets in the tubes at all times, lowered far enough to come in contact with the waste water effluent. Chlorine bottles must have at least two 3/8" holes in the bottom which are kept open to permit chlorination and disinfection of the waste water. The binder in chlorine tablets will plug the holes in time and must be cleaned out periodically. **Regular inspections** will be made at intervals determined by the Chairman of the Sanitation Committee. Lack of chlorine tablets will be subject to fines.

**Aeration Systems require special care.** These sewage disposal treatment systems are operated and depend upon the use of sealed motors, aeration tubes, filter screens and timers. They must meet Class 1 effluent guidelines of the Illinois Dept. of Public Health and will be subject to testing of effluent to maintain Class 1 standards. Mechanical and electrical operation must coincide with the manufacturer's guidelines. They shall not be used to serve residential property that is used for seasonal, weekend or part-time use. (ILCS Section 905.100 Illinois Administrative Code). *If an aerobic system has been installed for seasonal, weekend or part-time use, and will be turned off for more than 6 weeks, it must be capped before leaving, or water must be running continuously into the system to avoid discharge of untreated waste into the lake on start up. Violations of the above will be subject to corresponding fines and/or capping of effluent discharge lines. All aeration systems must be on Service Contracts by July 1, 2001.*

**C.** All effluent from toilets, urinals, bath tubs, showers, sinks, disposals, dishwashers and clothes washers shall be discharged only into an approved septic system. All types of septic systems, whose effluent discharges into the lake, will be subject to inspection of operation by a licensed sewage contractor as per deemed by the Board of Directors. Drains which carry only clear or rain water such as roof drains, footing drains and air conditioning cooling water drains shall not be connected to the septic system.

**D.** The discharge of effluent from a septic tank onto the lessee's property, to other Sunset Lake Association property or into the lake is strictly prohibited. The lessee owning any septic system which discharges effluent in violation of this paragraph shall be fined \$1000.00 for each offense, and such lessee shall lose lake privileges for two (2) years.

**E. Construction or Repair.** All existing and future septic systems must be in compliance with and meet the minimum requirements of the rules and regulations of the Illinois Department of Public Health, the Macoupin County Health Department and the Sunset Lake Association. Sand filter systems and approved aerobic systems with chlorine tanks are the only new systems allowed on Sunset Lake property.

**F. All contractors** installing, repairing, maintaining or servicing septic systems on property owned by or leased by the Sunset Lake Association must be **licensed by the State of Illinois and approved by the Macoupin County Public Health Department.** Permits for the construction, replacement or repair of a septic system must be obtained prior to commencing any work from the Macoupin County Public Health Department and the Sunset Lake Association, which is a \$10.00 fee.

The Permit issued by the Sunset Lake Association must contain information concerning the control of erosion during construction. **An erosion control plan is to accompany the application for a permit.** The plan is to include the type of fence or barrier to be used. It is the responsibility of the lessee to maintain a silt fence or straw bales, until the ground has stabilized (no silt run-off). A fine up to \$200.00 may be assessed the lessee for each day that a silt barrier is not in place after work commences. The lessee is responsible for the plan and for its implementation. The Superintendent can supply Silt fence.

## **SECTION 21. Disposal of Garbage.**

Unused foods, cans, bottles, all plastic products, etc., can only be disposed of through a state licensed garbage disposal company or taken to a licensed dump.

## **SECTION 22. Burning.**

**A.** Waste materials such as paper, cardboard, leaves, grass clippings, tree limbs, etc., may be burned only by members on the following sites:

1. On the members leasehold.
2. At a site maintained by the Association.

**B.** Burning of any garbage, plastics, rubber, oil or oil products is strictly prohibited.



**SECTION 23. Storage of Boats, Boat Trailers, Camping Trailers, RVs Trailers, and Motor Homes.**

A. Each member is permitted to have a total of one either camping trailer, RV, or motor home stored only on their leasehold, subject to the approval of the Board, and must be licensed and registered in the lessee's name.

B. The storage of boats, trailers, or any type of vehicle or trailer will not be allowed at any time on unleased Sunset Lake property, without permission of the superintendent.

**SECTION 24. Traffic Regulations.**

All persons shall obey all traffic signs and signals authorized by the Association, and shall not drive a motor vehicle upon any road at a speed greater than the posted limit.

**SECTION 25. All Terrain Vehicles (ATV's).**

All terrain vehicles are **not** permitted to be used on any Sunset Lake Association property.

**SECTION 26. Wildlife Protection.**

A. No person shall or attempt to trap, catch, kill or wound any bird or animal, or take any bird egg or molest or rob any nest of any bird or animal, or cruelly treat any bird or animal on Association ground.

B. Only the Association may authorize the use of firearms, traps or other means to destroy any predatory or undesirable animal, bird or aquatic life.

**SECTION 27. Use of Firearms.**

No person shall fire or discharge any firearm of any description on Sunset Lake Association property except by the authority of the Board.

**SECTION 28. Businesses.**

Unless authorized by the Board, no member shall maintain or operate any business enterprise on Sunset Lake Association property.

**SECTION 29. Advertising.**

The erection or maintenance of any sign, bill, poster, the posting or placing of any advertisement, placard or card, or the distributing of any advertising matter by handbills, or otherwise, except signs posted by the Association is prohibited.

**SECTION 30. Intoxication.**

No one under the influence of alcohol is allowed on Association property, roads or the reservoir.

**SECTION 31. Authority of the Board of Directors.**

Any member of the Board or any person appointed by the Board has the authority to send a written warning, give an oral warning, and/or fine a person for violation of any rules or regulations. They also have the authority to stop any dangerous or potentially dangerous practice on any Sunset Lake Association property, whether covered or not by the rules and regulations.

**SECTION 32. Fines.**

If any lessee, lessee's family, or their guest(s) violate any of the rules or regulations, unless otherwise stipulated in specific sections, the lessee shall be penalized according to the following:

**1st Offense - written or oral warning and/or a \$25.00 fine,**

**2nd Offense - \$50.00 fine,**

**3rd Offense - \$100.00 fine, and with Board approval, suspension of all lake privileges for 12 months from the date of the third offense. Repeat offenses (2nd & 3rd) are those which occur within 12 months of the previous violation of the same rule or regulation. Any violation of the suspension will be fined \$200.00 per offense.**

After being issued a citation for a violation and the lessee fails to pay the Association in the time provided, the Board shall claim a valid lien against the property of the lessee. Furthermore, the lessee shall pay interest on any balance due at the rate of 1 ½% per month (18% per year), and all reasonable expenses of collection, including attorney's fees.

Suspension of lake privileges means the lessee, lessee's family and guests may not use the lake for swimming, fishing, boating, etc. The lessee's boat(s) must also be removed from the lake.

**SECTION 33. Suspension of Association Privileges.**

All Association privileges will be revoked if all general assessments, special assessments, liens, fines or penalties are not paid in full on or before the respective due dates.

**SECTION 34. Complaints.**

All complaints are requested to be submitted in writing and signed, or personally brought before the Board of Directors at its monthly meeting.

### **SECTION 35. Lake Police Officers.**

The Board of Directors may appoint, or employ Lake Patrolmen, Special Policemen, Deputies, Sheriffs and Deputy Game Wardens as deemed necessary.

### **SECTION 36. Construction on Unleased Properties.**

Only the Board shall have the authority to initiate any construction on unleased land.

### **SECTION 37. Building Code and Regulations.**

#### **General Regulations:**

1. No structure whether for habitation or otherwise shall be constructed, altered or replaced, unless a permit in writing has been granted by the Building Committee. Leaseholder must submit building plans, specifications, and drawings showing location of structure on lot(s) and the distance from lot lines. Also, an Erosion Control Plan must be filed in duplicate to the Building Code Committee and lessee must obtain a properly executed permit a minimum of 10 (ten) days before starting any construction. One set of building plans, drawings, specifications and an Erosion Control Plan shall be filed in the office of the Association. When approval is granted by the Building Code Committee the second set of plans, drawings, specifications and an Erosion Control Plan will be returned to the Leaseholder together with the building permit and must be available at the construction site for inspection at all times until the construction is completed.

An addition to, or replacement of an existing structure is considered new construction and a building permit is required. If any construction commenced prior to obtaining a permit, the permittee shall be subject to a penalty in the amount of triple the permit fee.

#### **Fees: House - \$100.00**

Garage or Boat house- **\$70.00**

Addition to House - **\$50.00**

Deck or Pools - **\$40.00**

Roof over Deck, Car Port or Covered Boat Dock - **\$30.00**

Shed - **\$25.00**

Boat Dock or Extensions on Boat Dock or Deck- **\$20.00**

Replacement of Existing Structures of same size- No Fee, but a permit must be obtained

For construction to allow access for handicapped - No Fee - However a permit is required.

All portions of any construction which are visible from outside must be completed within one year from the permit granted date. There is no refund on Building Permits.

2. **Location** of any structure must be approved by the Building Committee. All structures must be a minimum of three (3) feet from all neighboring lot lines, including any overhangs. **EXAMPLE:** If you have a one foot overhang, the building itself must be four (4) feet from the lot line. No building may be closer than 15 feet from any road, drive or lane. Placement of stakes indicating location of structure must be done prior to obtaining final approval from the Building Committee. Once this location has been approved, no change can be made without Building Code Committee re-inspection. The Sunset Lake Board may require a survey prior to construction if there is a question as to the location of the lot line.

3. **An Erosion Control Plan** must be filed with all Building Permits before approval from the Building Code Committee can be granted. This plan should include specifications on type of silt fence or barrier which will stop any silt from eroding into the lake. The approved plan must be in place during construction and held there until affected area has reached a point of stabilization. If the Erosion Control Plan is not filed with a Building Permit for approval or is not followed through as approved filed plan indicates, a fine of up to \$200.00 per day may be assessed starting from the date of the infraction and continuing until infraction can be corrected. The lessee is responsible for the plan and its implementation. The Superintendent can supply Silt Fence.

5. **No mobile home** may be placed on a lot for any reason.

6. **No fencing** of any type may be constructed without prior approval of the Board.

7. No person shall be permitted to reside in any building that does not meet the definition of a house. The permit that was issued determines a building's usage.

#### **Construction Requirements:**

1. **Size** of any house must satisfy a minimum of 1,000 square feet of living area, exclusive of screened-in porches, other porches, terraces, patios, carports and/or attached garage. Garages are not to exceed 900 square feet.

2. **Footings** must be a minimum of 36 inches below the final grade with poured concrete at least 16 inches wide and 8 inches high on all homes and attached garages.

3. **Foundations** must be either poured concrete or cement blocks, and extend above ground 8 inches where there is a crawl space or basement.

**4. House Siding** must have the approval of the Building Code Committee. Roll paper, imitation roll brick, plywood sheathing and pole barn type metal are not acceptable. Each house must be equipped with glass windows. All windows shall be of a manufactured type.

**5. Roof** covering of roll type is not permitted except for roofs with a 3 in 12 pitch or less.

**6. Chimneys** shall be of brick or masonry construction from ground level through the roof. Brick on edge is not acceptable. A prefabricated chimney of metal is permitted if it meets minimum standards of the underwriters code.

**7. Wiring** in any building shall comply with R.E.A. requirements.

**8. Sanitation** (See Section 20.)

**9. Storage House** dimensions are not to exceed fourteen feet by twelve feet (14' X 12') in width and length, with eight foot (8') side walls in height, and the drawing and location must be approved by the Building Committee. A metal type storage building may be approved. Two storage houses are permitted per lot.

**10. Boat House Siding** is to be approved by the Building Committee prior to application. Roof may be of metal but must have proper drainage. Size as well as location of boat houses must also be approved by the Building Code Committee. See #11 below for dock dimensions.

**11. Docks** may extend into the lake a maximum of 20 feet from the normal water level line and must be properly anchored on shore. No new dock may be built on barrels or drums. In no case shall a dock extend more than 1/3 (one third) of the way across a bay.

**12. Excess Excavation Dirt** shall be the lessees responsibility to have the contractor get instructions from the Lake Superintendent as to the disposition of any excess dirt.

Any questions or requests for variances from these Rules & Regulations may be brought to the Sunset Lake Association Board of Directors at the monthly meeting (the first Tuesday of the month at 7:00PM) or submitted to the Board in writing.

### **SECTION 38. Requirements to Transfer Property.**

Prior to issuing a lease to a buyer, the Association requires the buyer to attend a **new member orientation**, and the lessee, as seller, to adhere to and/or furnish the following:

**A. Payment** of all Lease Transfer Fees, Recording Fees, Assessments and any moneys due the Association are payable on or before the closing.

**B. An inspection** will be done by the Chairman (or Assistant) of the Sanitation, Shoreline & Boat Dock Committee for shoreline protection from siltation, the structural integrity and general appearance of any boat dock or boat house, and the upkeep of the grounds.

**C. The kind and age of the septic system** must be established to adhere to Section 20, Sanitation, of these Rules and Regulations, the Macoupin County Health Dept., and the State of Illinois.

**D.** As part of the procedure for the transfer of an improved leasehold (one with a residence), an amount of money equal to 110% of the estimated cost of repair or replacement of the existing septic system to bring it into compliance will be required. The **escrow** moneys shall be placed in a non-interest bearing account in the name of the Sunset Lake Association for the benefit of the seller or buyer as their interests may appear. Such moneys will be held in escrow by the Sunset Lake Association for the length of time as shown in the following table:

<u>Type of System</u>	<u>Age</u>	<u>Escrow Time</u>
Tank and Laterals	Any	Escrow to be replaced
Tank and Sand Filter	0-3 Years	3 months
Tank and Sand Filter	4 & up Years	6 months
Aeration System	0-1 Year	3 months
Aeration System	2 & up Years	6 months

**1.** Any funds deposited will be refunded if not needed, or used to pay a contractor after the completion of a new system as the buyer and seller arranged at the time of deposit. Should the work not be completed within the allotted time following closing, the Board of Directors may arrange for the work to be done as soon as possible with the funds in escrow, remitting any excess to the depositor.

**2.** Should a disagreement exist between the seller and buyer, the disagreement will be submitted to binding arbitration. The arbitrator shall be the Sunset Lake Association's attorney, who shall conduct proceedings in accordance with the Illinois Uniform Arbitration Act. Arbitration shall be commenced by either party on a form provided by the Sunset Lake Association, served by certified mail upon the opposite party; the arbitrator may accept any evidence he or she deems reliable, and shall issue a written award within seven (7) days following the close of proceedings. The cost of arbitration shall be borne equally by the seller and buyer. The Sunset Lake Association shall furnish its office as a venue for any hearing, at no cost to the parties. If no request for arbitration is filed within the escrow period, the moneys shall be distributed 100% to the seller. The escrow shall continue during arbitration, until the arbitrator's decision becomes final as provided by law.

**E. A survey done in the last ten years** of the platted lot(s) by a registered surveyor is required to transfer the lease. A copy of the survey must be on file at the Sunset Lake office before the transfer of the property can be completed, or the funds must be escrowed from the seller or buyer for the cost of the survey..

If at the time of the transfer, a survey of the lot(s) cannot be completed for whatever reason, the Association will require an escrow (deposit) of one hundred percent (100%) of the estimated cost for the survey. Upon completion, any

escrow will be disbursed as the seller and buyer arranged at the time of deposit. Should the survey not be completed within 60 days following the closing, the Board of Directors may arrange for the survey of the lot(s) to be done with the funds in the escrow, remitting any excess to the proper party(s).

**F.** The seller and buyer are to receive a **Lease Transfer Information Sheet** furnished by the Association Secretary, which lists all the fees and/or escrow required due to the condition of the shoreline, boat dock, grounds, or the septic/sewage disposal system.

**G.** The Association makes no inspections nor any representations on behalf of the buyer or seller, and neither buyer nor seller is entitled to rely upon any inspections performed by Association employees or Board members as creating any liability by the Association should the property in fact be in a condition different than the Association's inspection would indicate. No such inspection will result in any waiver of any provision of any lease. To find out if a contractor is qualified to make the required inspections or repairs to comply with regulations, contact the Macoupin County Department of Health in Carlinville, IL. Any expense connected with such inspections and work are the responsibilities of the seller and/or buyer.

**H.** Should the lessee decide not to sell the leased property, or a lease is transferred to a trust, relative or estate, and the inspections called for hereunder disclose deficiencies, the lessee will be required to remedy any such deficiencies to the septic/sewage system and/or its connections to the wastewater plumbing system in the residence, and to the shoreline, boat dock and grounds in accordance with the Bylaws, and the Rules and Regulations of Sunset Lake Association.

**SECTION 39.** These Rules and Regulations presented, adopted and approved by the Sunset Lake Association Board of Directors on the 5th day of September, 2000.