



**Bylaws**  
**&**  
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# Bylaws

## **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, 30505 East Lake Drive, Girard, IL 62640.

### **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. Membership shall be open only to those who have executed a valid lease with the Sunset Lake Association, and;

1. Only members in good standing 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. Assessment of Members. 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.

C. Transfer of Membership. 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 Saturday of the month of October each year at 10:00 AM 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 agenda, 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, including proxies. 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. After roll call, no additional members or proxies may be registered.

### **SECTION 5 Proxies.**

Members wishing to vote by proxy must send their proxy to the office to be registered by the Secretary of the Board. Proxies must be received via the US Mail service at least 48 hours prior to the annual or special called meeting. *(Passed 133-56 October 20, 2018)*

## **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 by the Association president 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 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 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 or Election Day 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, a Vice President, a Secretary and a Treasurer, and must be elected from the members of the Board of Directors by the Board of Directors at the first meeting following the annual meeting or in the case of a vacancy, the next meeting following the vacancy. All officers must be in good standing with the Association's Governing Documents. *(Passed 143-43 October 20, 2018)*

### **SECTION 2 Election of Officers**

Officers shall be elected at the first regular monthly meeting following the Annual Meeting and must be members of the Board of Directors.

### **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.



## **Section 5 Workshops**

The members of the board may call workshops for purposes of discussing business so long as no votes take place and the workshops are open to the members. Exceptions may only be in cases of executive workshops where items of sensitive nature defined by state and/or federal law dictates (such as employee issues, law suites, etc.) but any vote must take place in public. (*passed 140-42 October 20, 2018*)

## **Article VI Amendments**

### **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 transferred without prior approval of a majority of membership voting in favor of said transfer at an Annual or Special Called Meeting. (*Passed 137-46 October 20, 2018*)

### **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 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.

Should the Sunset Lake Association undertake legal action to enforce any of the Bylaws, Rules, or Regulations against a member or resident of such member's household, the member shall pay all costs incurred by the Sunset Lake Association, including attorney's fees.

## Rules & 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 one or more valid lease(s) 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. 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. Leaseholds or the use of a leasehold may not be auctioned or donated for auction, for charity or otherwise, without the express written permission of the Board. Violation of this regulation may result in termination of lease.

### 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.
- B. State Fishing License Is Required. 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 2 bass per day of which only two (2) fish may be kept over 15" and all other lengths must be released and carefully put back in the lake.
  - 2. Crappie – No Limit for crappie.
  - 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 attempt to jug fish, use trot lines or bank lines, 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 warmouth or rock bass), carp, striped bass or snakehead 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 of each side of the boat (adjacent to lot number), except paddle boats which shall display the permit on the back of the left seat, so it can be seen from the rear. Only current stickers should be displayed. 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. Ten dollars (\$10.00) for each boat owned by a member which is not propelled by any type of motor.
  - 2. Twenty dollars (\$20.00) 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 for any boat being propelled by a motor or motors exceeding a total of 50HP. Any motor in excess of 50HP must be up and out of the water. Any person using the lake with a motor exceeding 50HP will be fined \$100.00, the permit revoked and the boat removed from the lake immediately. No first time warning will be given.
- 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,
- F. Number of Boats. Members are entitled to no more than six (6) boat licenses. No more than two (2) of these six (6) 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 sunset without special permission of the Board. Boats must run in a counter clockwise course around the lake during fast hours.
- B. Boats shall proceed at "Idle Speed" in all coves and within areas which have been marked by buoys or other signs.

## **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 or 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 thirteen (13) 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. 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. No Motor boat shall 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. Swimming in all "No Wake" areas is permissible.

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. Scuba 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 dusk every 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.

D. Boats towing skiers/riders must be occupied by at least two (2) persons: one driver and one spotter, 12 years of age or older at all times, and both must be competent to handle the boat in an emergency. (*Modified June 2019*)

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 to and egress from the lake, which must be made via 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 fifteen (15) 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 twenty (\$20.00) 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 temporarily erect tents, use a trailer, R.V. or motor home on their leasehold for the purpose of camping for a period not exceeding two (2) consecutive week(s), and the lessee must be available during that period. Lessee must wait two (2) additional weeks before beginning another two (2) week camping period. No temporary or mobile camping unit shall be occupied for more than a total of eight (8) weeks per calendar year.

B. For camping more than fourteen (14) nights consecutively, the lessee must receive written permission from a member of the Grounds Committee, or the President of the Board. The lessee must be available and is responsible for maintaining all sanitary conditions.

C. At the end of the seasonal camping period, tents must be taken down and trailers, R.V.s, and motor homes must be closed up and secured in a "road-ready" and locked condition.

All utilities must be properly shut off and/or disconnected before the lessee or guests vacate the premise. All such vehicles and trailers must be legally registered, licensed and plated according to state laws.

D. Storage sheds, tool sheds, garages, or other similar buildings on the leasehold property shall not be used for camping purposes.

### **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 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. No unlicensed and/or inoperable vehicles shall be kept on any leasehold.

F. Rip Rap. All shorelines are to be rip rapped with aggregate stone or concrete 4-7 inches or larger in diameter laid 9-12 inches thick. Fabric is recommended under the rip rap. Rip rap is to extend 1 ½ 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 2" on any Sunset Lake Association property, including leaseholds, without obtaining permit from the Grounds Committee. Penalty for failure to comply with this rule shall be a fine of \$500.00 per cut tree. Two board members or superintendent must sign off on the permit.



## **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.**

All lessees are allowed two dogs and two cats per household as of 7/11/06. No vicious or dangerous dogs, cats or pets shall be permitted in the lake area. It shall be considered unlawful for a dogs, cats or pets to be allowed to run at large. All dogs, cats or pets must be penned or restrained to the owner's property or under the owner's 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.

## **NEW STATE & FEDERAL LAWS ON SEPTICS**

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

- If you plan on a surface discharge a notice of intent will have to be filed with the US EPA.
- A soil test will have to be performed on all systems, new or upgrades.
- Alternative systems, such as low-pressure piping systems, Illinois raised filter beds, drip irrigation, shall meet the current private sewage code and approved by Macoupin County Public Health prior to installation.

#### 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. A notice of intent will have to be filed with the US EPA.

2. An Aeration (Aerobic) System 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 yearly Service Contract by July 1st and must be filed at Sunset Lake office.

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 upgraded 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 a yearly Service Contract by

July 1st, and must be filed at Sunset Lake Office.

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.

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. All trash containers must be brought in off the roadside within 24 hours after pick up.

#### **SECTION 22. Burning/Dumping.**

A. Waste materials such as paper, cardboard, leaves, dried brown grass clippings, tree limbs, etc., may be burned only by members on the following sites: 1. On the members leasehold AND 2. At a site maintained by the Association.

B. PROHIBITED MATERIALS: Burning or dumping of any garbage, plastics, rubber, & oil or oil products anywhere on Association property is strictly prohibited.

C. At any burning site maintained by the Association, the following guidelines apply:

1. Members are responsible for promptly burning their own waste material and tending their own fires as needed.
2. NO DUMPING of prohibited materials, or non-burnable materials (including green grass) is permitted at the burn sites. Violators will be subject to fines specified in Section 32.
3. No Burn Barrels allowed at the end of driveways adjacent to roadway.

**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 Grounds Committee, or the President of the Board.

**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 UTV's & Golf Carts).**

- A. All terrain vehicles (ATV's, 4-wheelers, go-carts, dirt bikes, powered scooters, etc.) are not permitted to be used on any Sunset Lake Association property.
- B. No Utility Terrain Vehicle or Golf Cart of any kind may be kept or used on Sunset Lake Association Property unless it is owned and registered by a member and has been issued a Sunset Lake Association sticker based upon a written application filled out in full. Such sticker when granted shall be placed in the middle, on each side of the UTV or Golf Cart. Sticker fee is \$20.00 per year.
- C. The member's lot number must be displayed on each side of any registered UTV or golf cart. Lot numbers must be at least 3" in height, and be reflective or have a reflective background.
- D. No person under 12 years of age may operate any UTV or Golf Cart. Further, no person 12 to 14 years of age may operate any UTV or Golf Cart unless they are accompanied in the UTV or Golf Cart by a person of at least 18 years of age.
- E. No person shall operate a UTV or Golf Cart in a careless manner on Sunset Lake Association property, or property of others, or at a speed greater than limit.
- F. Only one UTV or Golf Cart per lease hold.
- G. All UTV or Golf Cart must have headlights and tail lights on at all times. If not equipped with headlights & tail lights, a white light must be mounted on top, not less than 6" in height, and bright enough to be seen 100' from all directions.

**SECTION 26. Wildlife Protection.**

- A. No person shall 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 on-site service or retail business, which would result in regular customer traffic to a member's leasehold, shall be operated on Sunset Lake Property.

**SECTION 29. Signage & Advertising.**

With the exception of the temporary placement of signs for the purpose of marketing a member's home or lot, the erection or maintenance of any sign, bill, poster and 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. Members marketing their own property are allowed a total of two signs, one on the roadside and one on the lakeside of the property for sale, and one directional sign to the property at each of the appropriate intersections of main roads leading to the property (e.g. Emerson Airline, Union Chapel Rd, Hays Rd, West Lake Drive & East Lake Drive). Such signs shall be no larger than 24" x 36" and shall not contain any moving or lighted parts.

**SECTION 30.**

All persons are expected to abide by Illinois State and Federal laws pertaining to the use of alcohol or other substances while on Lake Association property. No one under the influence of alcohol in excess of Illinois' legal limit, or any substances prohibited by Illinois or Federal laws is allowed on common use Association property, or is allowed to operate a vehicle on any lake road or any motorized boat on 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, and has 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.

**A. Peaceful Enjoyment of Premises**

No lessee, member of lessee's household, or guest shall act in such a manner that will disturb, annoy, or harass other persons or Association property, or that will disturb neighbors' peaceful enjoyment of their property. By way of example and not limitation, vulgar, profane, obscene, or threatening language and prolonged excessive noises will not be permitted.

**SECTION 32. Financial Penalties**

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 forty-five (45) days of the date mailed, the Board shall claim a valid lien against the property of the lessee. Furthermore, the lessee shall pay interest on any balance due, 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.

A) Interest on all unpaid invoices shall at the rate of 10% per month of total invoice or \$10.00 whichever is greater.

(Modified December 2018)

### **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. If the general assessments or special assessments are not paid by March 31st an additional 10% penalty will be due.

### **SECTION 34. Suspension of Membership.**

The Board of Directors may suspend or forfeiture a membership after due notice for failure of a member to pay assessments, special assessments, maintenance fees and/or penalties. Non-payment will result in suspension of membership and all related privileges of the use of the Lake.

### **SECTION 35. 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 36. 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 37. Construction on Unleased Properties.**

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

### **SECTION 38. Building and Construction Regulations.**

A. Building Code and Regulations:

1. All structures on a leasehold shall meet or exceed all required Sunset Lake Association Building Codes as well as all pertinent State, Federal and Local Building Codes and Regulations. 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 the following:

- a. Two (2) sets of building plans, specifications, and drawings showing location and dimensions of existing and proposed structures on site, including structures that are to be removed. Each building must be labeled as to its use, outline the distance from lot lines, roadways, and easements, etc., and indicate direction with a North arrow.
  - b. Specifications on the type of silt fence or barrier that will stop any silt from eroding into the lake. The approved plan must be in place during construction and held there until the 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 the 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 the infraction is corrected. The Lessee is responsible for the plan and its implementation. When available the Superintendent can supply Silt Fence for a nominal fee.
  - c. The lessee must obtain a properly executed permit before starting any construction.
  - d. Building plans, drawings, specifications and the Erosion Control plan shall be filed in the office of the Association. When approval is granted by the Building & Construction Committee, the second set of plans, drawings, specifications and the 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 construction is completed. If any construction is commenced prior to obtaining a permit, the lessee shall be subject to a penalty.
  - e. Any lot being developed for the first time must have a letter from Nilwood Water stating that water service will be available by Nilwood Water, to the residence, prior to the Building Permit being issued. (Section 38.A.1.e. added June 2019)
2. All portions of any construction, which are visible from outside, must be completed within one year from the date of the granted permit.
- a. On new housing, a "Certificate of Completion" must be obtained prior to moving into the structure. (Modified June 2019)
  - b. The Building Committee must approve any extension of time.
3. The 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 without board approval. Placement of stakes indicating location of the 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 Committee re-inspection. The Sunset Lake Association Board of Directors may require a survey prior to construction if there is a question as to the location of the lot line.
4. No mobile home or manufactured home/modular, or house trailer may be placed on any lot for any reason.
5. No fencing of any type may be constructed without prior approval of the Board.
6. No person shall be permitted to reside in occupy any building that does not meet the definition of a dwelling according to E. 6. of this section. No building that does meet that definition may be occupied without having first been granted a Certificate of Occupancy

according to E.7. of this section. The permit that was issued determines a building's usage.

7. No more than one principal residential building (dwelling) shall be located on a single lot.

8. The size of any house must satisfy a minimum of 1000 square feet of living area, exclusive of screened-in porches, other porches, terraces, patios, carports and/or attached garages. Garages are not to exceed 900 square feet, unless otherwise approved by the Board of Directors.

9. Footings: the top of the 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.

a. Floating mat foundations with a minimum edge thickness of 20 X 12 is acceptable for garages/homes.

10. Foundations must be either poured concrete or cement blocks, and extend above the final grade a minimum of 8 inches when there is a crawl space or basement.

11. House Siding must have the approval of the Building Committee. Roll paper, imitation roll brick, plywood sheeting, corrugated metal and galvanized metal are not acceptable. Each house must be equipped with glass windows of a manufactured type.

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

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

14. Wiring in any building shall comply with R.E.A. requirements and national electrical codes.

15. Plumbing must comply with Illinois State Plumbing Codes.

16. Sanitation (see Section 20).

17. Storage Structure drawing, and proposed location must be approved by the Building Committee. Two storage structures are permitted per assessment. Not to exceed 200 square feet per structure without written Board permission. Storage structures are not to be used for camping or residential occupancy, whether temporarily or permanently.

18. Garage – No more than two (2) per assessment without Board permission.

19. Car-Port – No more than one (1) per assessment without Board permission.

20. Boat House Siding is to be approved by the Building Committee prior to application. The Boat House roof may be of metal but must have proper drainage. The Building Committee must also approve the size and location of boat houses. See below for dock dimensions.

21. Docks must be properly anchored on shore and may extend into the lake a maximum of 20 feet from the normal water level line unless a variance is granted by the board, No floating docks are allowed. In no case shall a dock extend more than 1/3 (one third) of the way across a bay.

22. Excess Excavation Dirt shall be the lessee's responsibilities to have the contractor get instructions from the Lake Superintendent as to the disposition of any excess dirt.

23. It is always wise to get approval or advice from the Building & Construction Committee prior to purchasing materials, buildings, sheds, fencing, etc. The Sunset Lake Association is not responsible for materials that do not conform to our Building Regulations, and will not be held liable for loss or removal.



24. Any lessee who intentionally or willfully violates, disobeys, omits, neglects or refuses to comply with the Building Code and Regulations provisions may be fined not less than \$50.00, nor more than \$250.00 for each offense per day, and may be fined starting from the date of the infraction and continuing until the infraction is corrected.

25. Lessee is responsible for all clean up of construction debris and damage to roadways.

B. When a Permit is Required: A written permit shall be obtained from Sunset Lake Association prior to beginning any construction on Sunset Lake property.

1. To establish any new use of property.
2. To change the use of any building, structure or land from one use to another.
3. To erect, construct, alter, enlarge or move any building or structure which would include, but not be limited to homes, additions, garages, boat dock/houses, extensions of boat docks, decks, porches, extensions of decks, carports or canopies, patios, swimming pools with fences, roof over decks, or sheds.
4. To demolish or remove any buildings or structures. No Fee will be charged, but a permit must be obtained.
5. Replacement of existing deck, dock or shed of same size. No Fee will be charged, but a permit must be obtained.
6. No fee will be charged on improvements to allow for handicap accessibility.
7. Installation or repair of septic systems. (See Section 20.)

C. Permit Fees:

Empty lot development \$175 for 24 Months

This bundles: New home (Exterior to be completed in one year from date of permit.)

Detached garage & boat dock. Note: This will save \$25 for bundle.

Home - \$100.00

Garage/Boat House/Covered Boat Dock - \$70.00

Home Addition - \$70.00

Deck or Pool - \$40.00

Boat Dock or Car Port - \$30.00

Shed - \$25.00

Enclosure of Existing Structure - \$25.00

Any structural changes to home or garage: i.e., screened-in porch, patio, sunroom, extension on garage, roof over deck/dock Note: not to be confused with Home Addition.

Dog Run, Extension on Boat Dock or Deck - \$20.00

Septic System - \$10.00

Demo - \$0.00 (No cost)

(Modified May 2019)

D. The Permit Process

1. Submit Application. -The Permit Application requires information about the construction project. You will be asked to document who will perform the work, what work will be done, where the work will be done, when the work will be done, and how the work will be done. Sketches, drawings, plans or other documentation of the proposed work will have to be submitted for review.
2. Wait during the review process. The majority of permit applications are processed with little delay. The Building & Construction Committee will determine if the proposed project is in compliance with the Building Regulations. If plans are submitted for new construction of a home or garage, then the building plans must be approved, signed and dated by a majority of the board.

3. Receive Results of the Review Process. If it is determined that the proposed project is in compliance with the Building Regulations, the application will be approved and the permit issued.

a. If it is determined that the proposed project is not in compliance with the Building Regulations, the application, as submitted, will be denied. In the case of such denial, the member may correct the application to bring it into compliance, or appeal the decision.

4. Receive a Permit. The Building Permit is the document granting legal permission to start construction. You must proceed as approved in the review process. A fee will be collected at that time.

5. Arrange Inspection Visits. Each major phase of construction must be inspected by a member of the Building and Construction Committee to make certain the work conforms to the Building Regulations. The person responsible for the construction project must request each inspection, normally 24 to 48 hours in advance, by calling one of the Building Committee members. If an inspector finds that some work does not conform to approved plans, the Committee member will advise and provide written notice that the situation is to be remedied. If the violation is serious, a stop-work order may be posted until the problem is resolved. A re-inspection of the work will be necessary.

6. Items to be Inspected.

a. Footings – after forming, but prior to pouring.

b. Foundation Walls – after forming, but prior to pouring or before any block work.

c. Septic Systems.

d. Occupancy/completion to approved final construction on exterior of structure.

7. Certificate of Occupancy. A certificate of occupancy must be obtained prior to moving in any personal items (appliances are permitted), or a \$200.00 fine per day will apply.

#### E. Definitions:

1. Building Permit – An official document or Certificate issued by the Sunset Lake Association authorizing construction, alterations, additions, repair, removal and/or demolition of a structure.

2. Building Setback Line – A line parallel to the street line at a distance from it, establishing the minimum open space to be provided between the building and adjacent roadway.

3. Certificate of Occupancy – The certificate issued by the Association which permits the use of a building in accordance with the approved plans and specifications and which certifies compliance.

4. Deck – A level unenclosed platform serving as a floor located above finished grade, and usually directly adjoining or attached to a building.

5. Dog Run – An enclosed outdoor area intended for the exercising and containment of dogs or other animals. Not to exceed 140 square feet without board permission.

6. Dwelling – A building having one or more rooms that are designed exclusively for residential occupancy. The structure shall meet or exceed all required Sunset Lake Association Building Codes and Regulations and must contain a minimum of 1000 square feet, containing cooking facilities, living quarters and sanitary facilities.

7. Easement – A grant by the Sunset Lake Association for the use of a strip of land by the general public, a corporation, or a certain person or persons for a specific purpose or purposes.

8. Erosion – The general process whereby soils are moved by flowing water or wave action.
9. Floor Area – (For determining floor square feet) The Floor Area of a building is the sum of the gross horizontal areas of the several floors of the building measured from the exterior faces of the exterior walls. The Floor Area of a building shall include the basement floor area when more than one-half of the basement height is above the established finished lot grade level.
10. Garage – An accessory building, or an accessory portion of the principal building designed or used for parking auto, boats, etc., and/or storage, of not more than 900 square feet. If over 900 square feet, the lessee must have the approval of the Board of Directors.
11. Lot – A plot of land made up of one or more parcels, which is or may be occupied by a house, building or buildings.
12. Manufactured Home – A manufactured home will have a red metal label permanently affixed to the rear of each towable unit. The federal standard refers to such a unit as a “manufactured home”, which is defined as “a structure, transportable in one or more sections, which, in the traveling mode is 8 body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and is designed to be used as a dwelling without a permanent foundation.  
This type of unit is an evolution from the “trailer”, “trailer coach”, and more recently, the “mobile home/house trailer”. These units are often called HUD homes because the Department of Housing and Urban Development (HUD) establishes the construction standards.
13. Modular Home – A modular home is regulated by the Illinois Department of Public Health. This type of unit is sometimes referred to as a “manufactured housing unit”, and is defined as “a building assembly or system of building sub-assemblies, designed for habitations as a dwelling for one or more persons, including the necessary electrical, plumbing, heating, ventilation and other service systems, which is of closed or open construction and which is made or assembled by a manufacturer, on or off the building site, for installation, or assembly and installation on the building site with a permanent foundation.”  
This type of unit may be either panelized (floor, wall and roof panels are assembled at the final site) or sectional (the home is shipped as a box-like configuration). An approved modular home will have a yellow seal on the electrical panel box of the home or on the inside of the kitchen sink cabinet.
14. Structure – Anything that is constructed, erected or moved to or from any premises that is located above, on, or below the ground.
15. Roadway - The paved area existing on the street right-of-way, exclusive of sidewalks, driveways, or other related uses.
16. Storage Structure - A storage structure is a small outbuilding with a single story; used for storage. No storage structure shall exceed 200 square feet without written Board permission.

### **SECTION 39. Requirements to Transfer Property or Modify Ownership of Leasehold.**

Prior to transferring a property lease, or adding or deleting leaseholder(s), the Association requires the lessee to adhere to and/or furnish the following:

A. Payment of all Lease Transfer Fees, Recording Fees, Assessments and any moneys due the Association on or before the date of closing. Property transfer fee \$300.00 from buyer and from seller and Name Change or Modification of Lease \$100.00

B. A review will be done of the Sanitation, Shoreline & Boat Dock for shoreline protection from erosion, the structural and general appearance of any boat dock or boat house, and the upkeep of the grounds. By a Board Member.

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.

1. An independent Septic Inspection must be completed prior to the transfer and a copy of the inspection must be submitted to the Board of Directors to remain in the lessee file. Any decisions regarding septic system escrow (both amount of escrow and time frame) is to be resolved solely between the buyer and seller (if needed). A review prior to the closing date and lease transfer must be completed by one or more Board Members.

2. Any improvements deemed necessary by the Association, to the shoreline, must be completed by the seller. Association observation and approval of the shoreline improvements must be completed prior to closing and lease transfer.

D. BLANK

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 transferor or transferee 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 transferor and transferee 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).

G. The Association makes no observations nor any representations on behalf of the transferor or transferee, and neither transferor nor transferee is entitled to rely upon any observations 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 observations will result in any waiver of any provision of any lease. Any expense connected with such independent inspections and work is the responsibilities of the transferor and/or transferee.

H. Should the lessee decide not to transfer the leased property, or modify ownership of a leasehold, and the observations 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.

I. Prior to issuing a lease to a transferee, name change or modification, the Association requires the transferee/new leaseholder must attend a new member orientation.

J. If current leasehold is transferred to his own trust or estate, or if modification of lease is only for addition or deletion of leaseholder(s), all items in this section 39 except E are applicable.

(Modified December 2018)

**SECTION 40.**

These Rules and Regulations presented, adopted and approved by the Sunset Lake Association Board of Directors on the 6<sup>th</sup> day of August 2019.



