

The following were approved as of June 6, 2018

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 removed; 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 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. Intoxication.

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 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:

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.

17. Storage Shed Structure drawing, and proposed location must be approved by the Building Committee. Two storage houses structures are permitted per assessment. Not to exceed 200 square feet per shed

structure without written Board permission. Storage structures are not to be used for camping or residential occupancy, whether temporarily or permanently.

E. Definitions

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 as well as all pertinent State, Federal and Local Building Codes and Regulations and must contain a minimum of 1000 square feet, containing cooking facilities, living quarters and sanitary facilities.

16. Storage Shed Structure - A Storage Structure shed is a small outbuilding with a single story; used for shelter or storage. No Storage Structure shall exceed 200 square feet without written Board permission.

The following were approved December 2018

SECTION 32. ~~Fines.~~ 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 ~~thirty (30)~~ 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 ~~at the rate of~~

~~2% per month (24% 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.

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

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. ~~An inspection~~ A review will be done ~~by the Chairman (or Assistant)~~ of the Sanitation, Shoreline & Boat Dock ~~Committee~~ for shoreline protection from erosion, the structural ~~integrity~~ 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.

~~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 transferor or transferee 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:~~

~~Type of System Age Escrow Time~~

~~Tank and Laterals Any Escrow funds for replacement system~~

~~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. 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 and lease transfer must be completed by one or more Board Members.

~~1. Should a disagreement exist between the transferor and transferee, 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 transferor and transferee. The Sunset Lake Association shall furnish its office as a venue for any hearing, at no cost to the parties. The escrow shall continue during arbitration, until the arbitrator's decision becomes final as provided by law. If no request for arbitration is filed within the escrow period, the moneys shall be distributed 100% to the transferor.~~

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.

~~2. Any funds deposited will be refunded if not needed, or used to pay a contractor after the completion of a new system as the transferor and transferee 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.~~

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).

~~F. The transferor and transferee are to receive a Lease Transfer Information Sheet furnished by the Office Manager, 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~~ observations nor any representations on behalf of the transferor or transferee, and neither transferor nor transferee is entitled to rely upon any ~~inspections~~ 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 ~~inspection~~ 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 ~~inspections~~ 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 ~~D & E~~ are applicable.

The following was approved May 2019

SECTION 38. Building and Construction Regulations.

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 - ~~\$50.00~~ 70.00

Deck or Pool - \$40.00

Boat Dock, Car Port, ~~Roof over Deck/Dock~~, - \$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. ~~\$25.00~~

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

Septic System - \$10.00

Demo - \$0.00 (No cost)

The following were approved June 2019

SECTION 10. Water Skiing and Towing of Riders.

A. Ski Days & Hours. Water skiing or towing is permitted from 12:00 Noon until dusk everyday.

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, ~~15~~ 12 years of age or older at all times, and both must be competent to handle the boat in an emergency.

SECTION 38. Building and Construction Regulations.

A. Building Code and Regulations:

1. 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, ~~an "Occupancy Completion Certificate"~~ a "Certificate of Completion" must be obtained prior to moving into the structure.