



Current Bylaw	/S
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### The Association

SECTION 1 Association Defined. Goose Lake Association is a recreational, propertyowners association, hereinafter referred to as the Association, whose powers are derived from and controlled by the property owners of lots in the following subdivisions:

Beaver Lake #1	Lincoln Lake #1
Beaver Lake #2	Lincoln Lake #2
Goose Lake #1	Lincoln Lake #3
Goose Lake #2	Lincoln Lake #4
Half Moon #1	Lincoln Lake #5
Half Moon #2	

Half Moon #2

1. The Association owns # properties which are common use properties with restricted use of the members in good standing and their guests. Access to these properties and the related amenities are controlled under authority defined in Rules and Regulations. These properties include the following parcels:

A. Index number 06-15-101-003

- W1/2 NW LYG N OF SOUTH GOOSE LAKE SUB NO 1 (EX COM NW COR, SE40', NE89.1', SE23' TO POB, NE35.5', SE60', SW60', NW60', NE24.5' TO POB) SEC 15-33-8
- This parcel includes 38.92 acres of land on which structures have been built, which are itemized by the Grundy County Board of Assessments.
- B. Index number 06-21-126-003
  - BEAVER LAKE UNIT 2 LT 8 SEC 21-33-8
- C. Index number 06-21-201-010
  - BEAVER LAKE UNIT 2 LT 32 SEC 21-33-8
- D. Index number 06-21-251-001
  - LINCOLN LAKE UNIT 4 LT 30 SEC 21-33-8
- E. Index number 06-21-251-002
  - LINCOLN LAKE UNIT 4 LOT C BOAT RAMP SEC 21-33-8
- F. Index number 06-21-302-001
  - LINCOLN LAKE UNIT 4 LT B BOAT RAMP SEC 21-33-8
- G. Index number 06-21-352-002
  - LINCOLN LAKE UNIT 4 LT A BOAT RAMP SEC 21-33-8

# Not Currently in Bylaws

Current Bylaws	Proposed Change to Bylaws
	The Association
Not Currently in Bylaws	H. Index number 06-21-452-001  • LINCOLN LAKE UNIT 5 LOT A MARINA SEC 21-33-8  I. Index number 06-16-100-013  • PT SW NW BEG SE COR LT 27 IN BEAVER LAKE UNIT 1, E60° S200° W200° N200° E140° TO POB SEC 16-33-8  J. Index number 06-16-326-004  • PT SI/2 & PT LT 58 HALF MOON LAKE UNIT NO 1 – BEG NW COR LT 58, NW 201.35′ SE215.83′ SE140.5′ SW 102.74′ NW 94.5′ SW 150′ TO POB SEC 16-33-8  K. Index number 06-16-404-013  • HALF MOON LAKE UNIT 2 LT 98 (EX NLY PT DESC 372-211 & 358-591) SEC 116-33-8  L. Index number 06-16-200-001  • PT NE – BEG 280.8° SNE COR, S1167.6′, NW 118.93′, W30′, NW 46.4′, SW 158, NW 42.14′′, SW 126′, SW 90.56′, SW 93.54′, SE 10.27′, SW 84.79′ SW 226.47′, NW 386.5′, NE  M. Index number 06-16-100-023  • Property description as per survey on file  The Association is bound by the Covenants of the Subdivisions and the Amendments thereof. The Covenants are the original or amended agreements which are intended to ensure the easements and rights of all current and future property owners by establishing the basic definitions and rules pertaining to property use, property restrictions, and property owner obligation.  The Association controls the members use of the waters including Goose Lake, Beaver Lake, Half Moon and Lincoln Lake and has the authority to regulate the navigation, use, access, and shoreline improvement of those lakes. Further, the Association has the authority to control the equipment in use on any of its lakes at all times. As of February 2020, water access to Goose Lake is restricted to Goose Lake Association and its members in good standing, as well as the members of Lincoln Lake is restricted to Goose Lake Association and its members in good standing, as well as the members of Lincoln Lake Homeowners Association and its members in good standing, as well as the members of Lincoln Lake Homeowners Association and its members in good standing, as well as the members of Lincoln Lake Homeowners Association and its members in good standing, as well as the members of Lincoln Lake Homeowners As

Current	Bylaws
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#### The Members

SECTION XIV MEMBERSHIP OBLIGATION. All members are bound by the current Goose Lake Association Rules, hereinafter referred to as the Association Rules.

SECTION IV VOTING OF MEMBERSHIPS. Each membership shall be entitled to one vote upon each matter submitted to vote. Memberships standing in the name of a deceased person may be voted by his/her administrator or executor, either in person, by mail, if authorized as provided herein, or by absentee ballot. Memberships standing in the name of a guardian, conservator, trustee or assignee shall be entitled as such fiduciary, either in person, by mail, if authorized as provided herein, or by absentee ballot but no guardian, conservator, trustee or assignee shall be entitled as such fiduciary, to vote memberships held by him without a transfer of such memberships into his name and filing with the secretary copies of this authority to act for the member. Persons who are purchasing any lot under a land contract are entitled to vote provided all payments due under such land contract have been made.

#### The Members

SECTION II MEMBERSHIP OBLIGATION. All members are bound by the current Goose Lake Association Covenants and Bylaws, and Rules hereinafter referred to as the Association Rules.

A-members and B-members (herein referred to as "Open Members") purchase usage rights from the Association that are defined in Association Rules and Regulations, must comply with all the rules of the Association, but have no voting rights. The existence of Open Members, their privileges, the fee structure of such memberships, and all penalty fees assessed for violation of Association By-Laws or Association Rules and Regulations is left to the discretion of the Association Board of Directors based on the recommendation of the related Committee, if any, and set forth in the Association Rules and Regulations.

SECTION IV VOTING OF MEMBERSHIPS. Each membership shall be entitled to one vote upon each matter submitted to vote. Memberships standing in the name of a deceased person may be voted by his/her administrator or executor, either in person, by mail, if authorized as provided herein, or by absentee ballot. Memberships standing in the name of a guardian, conservator, trustee or assignee shall be entitled as such fiduciary, either in person, by mail, if authorized as provided herein, or by absentee ballot but no guardian, conservator, trustee or assignee shall be entitled as such fiduciary, to vote memberships held by him without a transfer of such memberships into his name and filing with the secretary copies of this authority to act for the member. Persons who are purchasing any lot under a land contract are entitled to vote provided all payments due under such land contract have been made.

The Board of Directors is composed of four officers and 13 directors, all of whom are elected by the membership at an annual meeting. The term is two years.

ANNUAL ELECTIONS The positions of Officers and Directors are filled by election. The Board of Directors chooses the options that will be exercised at each election. Applicable offices which are up for election will be filled by the annual election held at the annual meeting.

### The Members

SECTION III VOTING BY MAIL. For purposes of voting at the annual meeting of the members, at the option of the Board of Directors, a membership may be voted by mail. If the Board of Directors determines that voting by mail is permissible, at least 30 days prior to the annual meeting, a ballot containing all matters on which a vote is to be taken shall be mailed by the election committee to all members of record on such mailing date. If the Board of Directors determines that voting by mail will not be permissible, ballots will not be mailed to the members of record and any member who is unable to attend the annual meeting in person may request and obtain an absentee ballot from the Association office manager. Absentee ballots and ballots voted by mail must be delivered or mailed to the Association office to the attention of the election committee and must be received no later than the business day prior to the annual meeting in order to be valid. Ballots shall remain sealed until votes at the meeting are counted.

SECTION II ANNUAL MEETING. The annual meeting of the members shall be held on the third Saturday of September in each year beginning with the year 1983. Voting in person for the election of officers and directors shall be from 4 p.m. to 7 p.m. and the business meeting to be conducted from 8 p.m. to no later than 10 p. m. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for the annual meeting or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the members as soon thereafter as conveniently may be.

#### The Members

SECTION III VOTING BY MAIL. For purposes of voting at the annual meeting of the members, at the option of the Board of Directors, a membership may be voted by mail. If the Board of Directors determines that voting by mail is permissible, at least 30 days prior to the annual meeting, a ballot containing all matters on which a vote is to be taken shall be mailed by the election committee to all members of record on such mailing date. If the Board of Directors determines that voting by mail will not be permissible, ballots will not be mailed to the members of record and any member who is unable to attend the annual meeting in person may request and obtain an absentee ballot from the Office of the Association. To be valid, Absentee ballots and ballots voted by mail must be delivered or mailed to the Office of the Association to the attention of the Election Committee and must be received no later than the business day prior to the annual meeting. Ballots shall remain sealed until votes at the meeting are counted on the day of the annual meeting.

SECTION II ANNUAL MEETING. The annual meeting of the members shall be held on the third Saturday of September in each year beginning with the year 1983. Voting in person for the election of officers and directors shall be <u>determined by the election committee</u> and the business meeting to be conducted from 7 p.m. to 8 p.m. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for the annual meeting or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the members as soon thereafter as conveniently may be.

#### The Members

SECTION VII AGENDA. In addition to the election of officers and directors and such other matters as may be raised by the officers and directors of the Association there shall be included on the agenda all matters properly presented by the members. Any members wishing to be heard shall notify the Association office manager in writing regarding the subject matter to be discussed not less than 10 days prior to the annual meeting. The member will be heard in the order in which the notification is received by the Association office. The Association office manager shall acknowledge the receipt of the notification from the member and advise the member of his place on the agenda. At the time the member is recognized he/she shall be Approved 9/19/2020 permitted to speak not more than three minutes from one of the floor microphones only, shall give his/her name, lake and lot number, and then make his/her statement. On any particular subject matter raised at the annual meeting each member shall not be allowed to speak more than twice. No member shall speak more than once on the same subject until all members desiring the floor shall have spoken on the subject in discussion. Any issues raised at the annual meeting and not resolved at the meeting shall be referred to the Board of Directors for consideration at the next meeting thereof. The Board of Directors must consider any issue raised within their corporate powers.

#### The Members

SECTION VII AGENDA. In addition to the election of officers and directors and such other matters as may be raised by the officers and directors of the Association there shall be included on the agenda all matters properly presented by the members. Any members wishing to be heard shall notify the Secretary of the Association in writing regarding the subject matter to be discussed not less than 10 days prior to the annual meeting. The member will be heard in the order in which the notification is received by the Association Office. The Office shall acknowledge the receipt of the notification from the member and advise the member of his place on the agenda. At the time the member is recognized he/she shall be permitted to speak not more than three minutes from one of the floor microphones only, shall give his/her name, lake and lot number, and then make his/her statement. On any subject matter raised at the annual meeting each member shall not be allowed to speak more than twice. No member shall speak more than once on the same subject until all members desiring the floor shall have spoken on the subject in discussion. Any issues raised at the annual meeting and not resolved at the meeting shall be referred to the Board of Directors for consideration at the next meeting thereof. The Board of Directors must consider any issue raised within their corporate powers.

#### **Directors**

SECTION I GENERAL POWERS. The business and affairs of the Association will be managed by the four officers and thirteen additional directors, hereinafter referred to as the Board of Directors. The affirmative vote of at least eleven (11) duly elected directors shall be required for a variance from the Association Rules.

SECTION V NOTICE. Notice of any special meeting of directors shall be given at least three days in advance of said special meeting by E-Mail if one has been provided by the director or by written notice that is mailed by USPS to the address of record of each director. Such notice shall be deemed to be delivered on the day the E-Mail notice has been sent or postmarked on USPS mailed notices. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

### **Directors**

SECTION I GENERAL POWERS. The business and affairs of the Association will be managed by the four officers and thirteen additional directors, hereinafter referred to as the Board of Directors. The affirmative vote of at least eleven (11) duly elected directors <u>in good standing</u> shall be required for a variance from the Association Rules.

SECTION V NOTICE. Notice of any special meeting of directors shall be given at least three days previous thereto by written notice, by letter to the address of record of each director or by email to the email address on record. Such notice shall be deemed to be delivered when postmarked or, in the case of email, when the Association office receives a reply stating that the message has been received. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

#### Officers

SECTION II PRESIDENT. The president shall be the principal executive officer of the Association and shall, in general, supervise all the business and affairs of the Association. The president shall preside at all meetings of the members and of the Board of Directors. The president shall vote only in case of a tie. The president may sign, with the secretary or any other proper officer of the Association there unto authorized by the Board of Directors, certificates, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed under Section 5.1, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other office or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors. The President shall appoint an audit committee consisting of at least three members in good standing to review/audit on a quarterly bases the financial statements of the Association and such audit committee shall report the results of such review/audit to the directors at the meeting of the Board of Directors immediately succeeding such activity. (This was originally written under Section IV – Treasurer.

SECTION III VICE PRESIDENT. In the absence of the president or in the event of his/her inability to act, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The: vice-president shall perform such duties as from time to time may be assigned to him/her by the president or the Board of Directors.

SECTION IV TREASURER. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/She shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these bylaws; and (b) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors. The president shall appoint an audit committee consisting of at least three members in good standing to review/audit on a quarterly basis the financial statements of the Association and such audit committee shall report the results of such review/audit to the directors at the meeting of the Board of Directors immediately succeeding such activity.

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The president shall appoint an audit committee consisting of at least three members in good standing to review/audit on a quarterly basis the financial statements of the Association and such audit committee shall report the results of such review/audit to the directors at the meeting of the Board of Directors immediately succeeding such activity.

SECTION III VICE PRESIDENT. In the absence of the president, or in the event of the president's inability to attend a board meeting, or in the event of the president's inability to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president, until the president's return. The vice president shall perform such duties as from time to time may be assigned to him/her by the president or the Board of Directors.

SECTION IV TREASURER. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/She shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these bylaws; and (b) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president.

# Contracts, Charges, Loans

SECTION III CHARGES. (a) Each member will be required to pay to the Association \$150 beginning for the year 2013 and thereafter until increased or decreased as provided herein, per lot, in dues, payable on or prior to April 1st of each year for the operation and maintenance and other related programs of the Association. If any member fails to make such payment of dues on or prior to April 1st of any year, the Association shall charge and such member shall be obligated to pay to the Association a late payment penalty in an amount equal to \$10 per month for each month or partial month until such dues are paid. Charges shall be paid by said member and if any member is in default of the annual payment for sixty (60) days, the Association may bring proceedings to collect the same by suit, together with interest at the highest lawful rate and reasonable attorney's fees to be fixed by a court of law. These funds shall not be diverted from the aforesaid purpose without the approval of the Board of Directors. No increase or decrease in dues shall be made except by the affirmative vote of a majority of the members voting in person or by mail, if authorized as provided herein, at a special or annual meeting of the members provided notice of such meeting was duly provided hereunder. The results of such election will be delivered by USPS mail or E-Mail if one has been provided by the member to the GLA office.

(b) Subject to subparagraph (a) immediately above, each member shall be considered as having the right to only one "membership" per lot in the Association with the rights granted to such membership as one property owner.

### Contracts, Charges, Loans

SECTION III CHARGES. (a) Every <u>property owner</u> will be required to pay to the Association \$150 beginning for the year 2013 and thereafter until increased or decreased as provided herein, per lot, in dues, payable on or prior to April 1st of each year for the operation and maintenance and other related programs of the Association. If any <u>property owner</u> fails to make such payment of dues on or prior to April 1st of any year, the Association shall charge and such member shall be obligated to pay to the Association a late payment penalty in an amount equal to \$10 per month for each month or partial month until such dues are paid. Charges shall be paid by said <u>property owner generally</u> and if any <u>property owner is</u> in default of the annual payment for sixty (60) days, the Association may bring proceedings to collect the same by suit, together with interest at the highest lawful rate and reasonable attorney's fees to be fixed by a court of law. These funds shall not be diverted from the aforesaid purpose without the approval of the Board of Directors. No increase or decrease in dues shall be made except by the affirmative vote of a majority of the <u>property owners</u> voting in person or by mail, if authorized as provided herein, at a special or annual meeting of the <u>property owners</u> provided notice of such meeting was duly provided hereunder.

(b) Subject to subparagraph (a) immediately above, each <u>property owner</u> shall be considered as having the right to only one "membership" per lot in the Association with the rights granted to such membership as one property owner.

### Contracts, Charges, Loans

SECTION IV TENANTS. "Tenant" shall mean that person or persons renting a residence on a lot from any member. Each tenant renting from any member not in good standing shall have no rights to the Association facilities. Each tenant renting from any member in good standing shall have rights to the Association facilities provided that the dues required to be paid by open members as described below and as further described in the Association Rules are paid either by the tenant or the member owning such lot. Such dues may be paid by the tenant but shall be an obligation of the member owning such lot without the obligation of any initiation fee otherwise charged to open members. Each member renting his or her lot shall continue to be obligated to pay the annual dues required hereunder. Each tenant shall be subject to and shall be required by the member renting property to such tenant to follow the Association Rules. The Association may seek any remedies provided by the Association Rules or by law for violations by any tenant of the Association Rules, including, without limitation, an assessment against the member renting to such tenant and such member's lot.

### Contracts, Charges, Loans

SECTION IV TENANTS. "Tenant" shall mean that person or persons renting a residence on a lot from any <u>property owner</u>. A tenant may only have access to the Association Facilities if the tenant applies for an "A" or "B" Membership.

Each <u>property owner</u> renting his or her lot shall continue to be obligated to pay the annual dues required hereunder. Each tenant shall be subject to and shall be required by the <u>property owner</u> renting property to such tenant to follow the Association Rules. The Association may seek any remedies provided by the Association Rules or by law for violations by any tenant of the Association Rules, including, without limitation, an assessment against the <u>property owner</u> renting to such tenant and such member's lot.

# **Property Use**

SECTION II VIOLATIONS. The Board of Directors, shall, upon notification of the existence of a violation of Article V, give 10 days' written notice to such offender which shall be deemed delivered when postmarked, and mailed to the last known address of said landowner as the last record of same appears in Association records.

SECTION III PENALTIES. Upon the failure of the offender to cease and desist such illegal, unlawful, or prohibited use of property, the Board of Directors may take any one of or all of the following courses of action: (a) suspend for a period not to exceed one year for each violation, all Association privileges including but not limited to, the right to use the campgrounds, the right to use the various lakes and waterways for boating or fishing purposes, and other privileges, solely within the discretion of the Board of Directors acting at any regular or special meeting; (b) file and prosecute a suit for an injunction against such prohibited use and to seek as part of such suit, all court costs, reasonable attorneys' fees, and damages to the Association as a landowner; (c) renew the aforementioned penalties each year by appropriate action of the Board of Directors if the violator fails to correct the prohibited practice.

SECTION IV COVENANTS/RESTRICTIONS. Nothing in this Resolution shall be deemed to limit, alter or change any existing covenant and restriction on any lands affected hereby, nor to affect an existing legal right, duty, or obligation that may exist and inure to any landowner by reason of the said Covenants and Restrictions.

# **Property Use**

SECTION II VIOLATIONS. The Board of Directors, upon notification of the existence of a violation shall give 10 days' written notice to such offender which shall be deemed delivered when postmarked, and mailed to the last known address of said <u>property owner</u> as the last record of the same appears in Association records.

SECTION III PENALTIES. Upon the failure of the offender to cease and desist such illegal, unlawful, or prohibited use of property, the Board of Directors may take any one of or all of the following courses of action: (a) suspend for a period not to exceed one year for each violation, all Association privileges including but not limited to, the right to use the campgrounds, the right to use the various lakes and waterways for boating or fishing purposes, and other privileges, solely within the discretion of the Board of Directors acting at any regular or special meeting; (b) file and prosecute a suit for an injunction against such prohibited use and to seek as part of such suit, all court costs, reasonable attorneys' fees, and damages to the Association as a property owner; (c) renew the aforementioned penalties each year by appropriate action of the Board of Directors if the violator fails to correct the prohibited practice.

SECTION IV COVENANTS/RESTRICTIONS. Nothing in this Resolution shall be deemed to limit, alter or change any existing covenant and restriction on any lands affected hereby, nor to affect an existing legal right, duty, or obligation that may exist and <u>insure</u> to any <u>property owner</u> by reason of the said Covenants and Restrictions.

# **Property Use**

ARTICLE IX FINES, PENALTIES AND VIOLATIONS: It shall be illegal and unlawful for anyone to operate a boat on any lake within the jurisdiction of the Association without having first complied with current bylaws pertaining to obtaining a decal and proving current insurance requirements all in accordance with the Association Rules. Said decal shall be affixed as required before boat usage in accordance with the Association Rules.

It shall further be a violation to operate any boat in violation of any of the following boating safety regulations:

inadequate personal flotation devices; careless and dangerous operation of watercraft; and other violation of State boating laws; littering into the lakes; excessive speed in "no wake" areas; water skiing or tubing within 1/2 hour after sunset or within 1/2 hour before sunrise; failure to have observer while skiing or tubing; and failure to use running lights on watercraft.

Violation of the above regulations shall result in a fine of \$50.00 for the first violation and \$100.00 for each additional violation, which is attributable to the owner of the boat involved in the violation. Such fine shall become an automatic lien on the property of the boat owner. Any property owner who has been issued a violation shall have the right to a "due process" hearing at the next regularly scheduled meeting of the Board of Directors. He/she shall be entitled to present evidence, make a statement and cross-examine the party issuing the ticket for the violation. The decision of the Board of Directors by the affirmative vote of a majority of the directors shall be final.

### **Property Use**

ARTICLE IX FINES, PENALTIES AND VIOLATIONS

Please refer to the schedule of Fines, Late Fees and Penalties within GLA Rules.

# Feedback for Bylaws Committee

- Feedback regarding the proposed Bylaw changes should be dropped off at the GLA Office or emailed to Dr. Marie Stover at <u>mferrias@yahoo.com</u> by Friday – April 26, 2024.
- Table of Contents and Grammar Errors will be a motion to be corrected by the Director of the Bylaws Committee; which will follow the same process as any other proposed Bylaw change.

