

# SUNSET LAKE ASSOCIATION

## RULES AND REGULATIONS

### **SECTION 1. Definitions.**

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

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

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

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

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

### **SECTION 4. Fishing.**

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

## **SECTION 5. Boats.**

**A. Licenses and Permits.** No boat of any kind may be kept or used on the lake unless it is owned and registered by a member and has been issued a Sunset Lake Association permit based upon a written application filled out in full. Such permit when granted shall be placed in the middle and on each side of the boat, except paddle boats which shall display the permit on the back of the left seat, so it can be seen from the rear. Canoes, rowboats, etc. shall place the sticker in the middle on each side. **All boats must be licensed by the State and all applications must be accompanied by a valid State registration to apply for a boat permit.**

**B. Fees for Boat Permits** for each calendar year are as follows:

1. Eight dollars (\$8.00) for each boat owned by a member which is not propelled by any type of motor.
2. Twelve dollars and fifty cents (\$12.50) for each boat owned by a member which is propelled by any type of motor.
3. For the fractional part of any calendar year, the permit fee shall be the same as a full calendar year.

**C. Horsepower of Motors.** No permit shall be issued to any boat 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 with the propeller removed. 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, but such permit may be transferred to any other qualified boat owned by the seller upon the members written application and payment to the Association of a **Transfer Fee of \$3.00**. The boat sold must be removed from the lake or re-registered if the purchaser is a member.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Guests picnicking are to have written permission if unaccompanied by a member.
- B. Any person picnicking shall keep the premises neat and clean, picked up and free of paper, garbage, and debris, and extinguish any fire before leaving.

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

- A. A lessee or their guests may erect tents, use a trailer, R.V. or motor home on their leasehold for a period not exceeding two (2) consecutive nights per week, and the lessee must be available.
- B. For camping three (3) to fourteen (14) nights in tents, trailers, RVs or motor homes on undeveloped lots, the lessee must receive permission from a member of the Grounds Committee, the Superintendent, or the President of the Board. The lessee must be available and is responsible for maintaining all sanitary conditions.

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

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

- B. **Mowing.** Lawns must be kept mowed under 6 inches (6").
- C. **Leaves.** All lots must be kept free of the accumulation of leaves. No one shall intentionally rake or blow leaves into the lake.
- D. **Trees.** Any trees or branches that fall into the lake from a leased lot shall be completely removed from the lake in a reasonable amount of time at the expense of the lessee of the lot from which the tree or branch came.
- E. **Vehicles.** All unlicensed and/or inoperable vehicles shall not be kept on any leasehold. The State statute defines an inoperable vehicle as one that for at least seven (7) days, has its engine, wheels or other parts removed or damaged to the extent that the vehicle is incapable of being driven.
- F. **Rip Rap.** All shorelines are to be rip rapped with aggregate stone or concrete 4-7 inches in diameter laid 9-12 inches thick. Fabric is recommended under the rip rap. Rip rap is to extend 1 1/2 feet vertically above and below the normal waterline. No broken concrete over 16 inches or with rebar protruding, no brick, asphalt or foreign material may be used. If building a sea wall, pre-cast concrete walls, driven steel or PVC sheet pilings or other materials must have Board approval. Failure to comply with this rule shall result in a fine of \$100.00 per every 90 days after the initial warning until rip rap is in compliance.

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

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

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

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

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

All lessees are allowed two dogs and two cats per household as of 7/11/06. No vicious or dangerous dog or cat shall be permitted in the lake area. It shall be considered unlawful for a dog to be allowed to run at large. All dogs must be penned or restrained to the owners property or under the owners control at all times. Any dog found running at large may be apprehended and impounded at any public facility available in Macoupin County, and if not promptly called for may be destroyed or otherwise disposed of, all without liability on the part of any person performing such duty or of the Association.

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

## **SECTION 19. Pollution.**

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

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

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

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

### **A. Types**

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

2. **An Aeration (Aerobic) System** (must have Board approval) consists of a three-chambered unit. The first chamber holds the septic waste as does a septic tank. The second chamber mechanically introduces air using an electric motor, which breaks down the solids before being disinfected in the third chamber, or the Chlorine chamber. This is not an approved system for seasonal or part-time use. **All aeration units must have a Service contract by July 1, 2001.**

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

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

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

**Regular inspections** will be made at intervals determined by the Chairman of the Sanitation Committee. Lack of chlorine tablets will be subject to fines.

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

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

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

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

**F. All contractors** installing, repairing, maintaining or servicing septic systems on property owned by or leased by the Sunset Lake Association must be **licensed by the State of Illinois and approved by the Macoupin County Public Health Department.**

**Permits** for the construction, replacement or repair of a septic system must be obtained prior to commencing any work from the Macoupin County Public Health Department and the Sunset Lake Association, which is a \$10.00 fee.

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

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

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

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

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

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

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

#### **SECTION 24. Traffic Regulations.**

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

#### **SECTION 25. All Terrain Vehicles (ATV's 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 UTV's or Golf Carts 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.

**C.** A fee of \$12.50 per year and must have the approval from a board member and display the member's lot number. Lot numbers must be at least 3" and on each side of the UTV or Golf Cart.

**D.** No person under 12 years of age may operate any UTV or Golf Cart. Further, no person 12 to 15 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 UTV or Golf Cart in 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's or Golf Cart's must have headlights and tail lights on at all times. If not equipped with lights, you must have a white light 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 or attempt to trap, catch, kill or wound any bird or animal, or take any bird egg or molest or rob any nest of any bird or animal, or cruelly treat any bird or animal on Association ground.

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

#### **SECTION 27. Use of Firearms.**

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

**SECTION 28. Businesses.**

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

**SECTION 29. Advertising.**

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

**SECTION 30. Intoxication.**

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

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

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

**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. Fines.**

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

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

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

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

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

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

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

All Association privileges will be revoked if all general assessments, special assessments, liens, fines or penalties are not paid in full on or before the respective due dates. If the general assessments or special assessments are not paid by March 31<sup>st</sup> 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. 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. 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 commence prior to obtaining a permit, the lessee shall be subject to a penalty.
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" must be obtained prior to moving into the structure.
  - 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. 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 Code 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, 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 any building that does not meet the definition of a dwelling. The permit that was issued determines a building's usage.
7. Not 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.
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 Code Committee. Roll paper, imitation roll brick, plywood sheeting, pole barn type 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. **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 House** dimensions are not to exceed fourteen feet by twelve feet (14' X 12') in width and length, with eight foot (8') side walls in height, and the drawing and location must be approved by the Building Code Committee. A metal type storage building may be approved. Two storage houses are permitted per lot.
18. **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 Code Committee must also approve the **size and location** of boat houses. See below for dock dimensions.
19. **Docks** may extend into the lake a maximum of 20 feet from the normal water level line and must be properly anchored on shore. No floating docks are allowed. In no case shall a dock extend more than 1/3 (one third) of the way across a bay.

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

**21.** It is always wise to get approval or advise 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.

**22.** 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.

**23.** 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 excavate or change the grade of the property.

4. 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.

5. To demolish or remove any buildings or structures. No Fee will be charged, but a permit must be obtained.

6. Replacement of existing deck, dock or shed of same size. No Fee will be charged, but a permit must be obtained.

7. No fee will be charged on improvements to allow for handicap accessibility.

8. Installation or repair of septic systems. (See Section 20.)

**C. Permit Fees:**

Home - \$100.00

Garage/Boat house- \$70.00

Home Addition - \$50.00

Deck or Pool - \$40.00

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

Shed - \$25.00

Any structural changes to home or garage: i.e., screened-in porch, patio, sunroom, extension on garage. \$25.00

Boat Dock or Extension on Boat Dock or Deck- \$20.00

**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 your project is in compliance with the Building Regulations. If plans are submitted for new construction of a home or garage, then all members of the Building and Construction Committee must approve it. The building plans must be signed and dated by *all members of the committee*.

**3. Receive Results of the Review Process.**

a. If compliance with the Building Regulations is determined, your application is approved and a permit is issued.

b. If compliance is *not* determined, your application as submitted will be denied. If you are refused a Building Permit, you can correct the violation 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.

**6. Dwelling** – A building having one or more rooms that are designed exclusively for residential occupancy. The structure 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 area ratio) 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 or from the center line of walls separating two buildings. 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, Private** – An accessory building, or an accessory portion of the principal building designed or used for parking 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 use, 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”. 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 premise 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.

**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.

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

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

**D.** As part of the procedure for the transfer of an improved leasehold (one with a residence), an amount of money equal to 110% of the estimated cost of repair or replacement of the existing septic system to bring it into compliance will be required. The **escrow** moneys shall be placed in a non-interest bearing account in the name of the Sunset Lake Association for the benefit of the 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:

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

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

**I.** Prior to issuing a lease to a transferee, the Association requires the transferee/new leaseholder to attend a **new member orientation**.

**J.** If a 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.

**SECTION 40.** These Rules and Regulations presented, adopted and approved by the Sunset Lake Association Board of Directors on the 11th day of July 2006.