

**BAYLES LAKE**  
**HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS**

**BY-LAWS**

**COVENANTS**

January 15, 2021

PREPARED BY:

BOARD OF DIRECTORS  
BAYLES LAKE HOMEOWNERS ASSOCIATION  
P.O. BOX 38  
LODA, ILLINOIS

## **BAYLES LAKE RULES AND REGULATIONS AS OF JANUARY 15, 2021**

### **INTRODUCTION**

On the 17th day of November, A.D., 1952, at a special meeting, the Board of Directors of the Corporation known as the Bayles Lake, Inc., made and executed the Bayles Lake Covenants.

In 1969, Bayles Lake Inc. assigned all the rights reserved to it over to the Bayles Lake Lot Owners Association, a not-for-profit corporation. This assignment, including the rights under the Covenants, was filed in the Iroquois County Recorder's Office in Watseka, Illinois. The Association, therefore, owns all the lakes, roads, parks, all lands not specifically dedicated, and the water and sewer systems.

In 2008 the Bayles Lake Lot Owners Association became the Bayles Lake Homeowners Association (BLHOA) and in 2009 a website was created [www.bayleslakehoa.com](http://www.bayleslakehoa.com).

- Included in this manual are the Rules and Regulations governing conduct and responsibilities of Lot / Homeowners their family and guests, our By-Laws, and Lake Covenants.
- The Association's Board of Directors encourages each resident to become familiar with all of the Rules and Regulations governing our private community.

### **HOMEOWNERS ASSESSMENT RESOLUTION**

WHEREAS, the covenants and restrictions of Bayles Lake Subdivision and the First Addition to Bayles Lake Subdivision, which are recorded in the Recorders Office Watseka, Illinois provide that every home / lot owner shall become a member of this Association, shall maintain membership in the Association, shall observe and abide by all rules and regulations adopted by the Association and shall pay any and all membership dues and assessments levied by the Association; and,

WHEREAS, membership dues and assessments are used to pay the costs of maintenance and operation of services available to the home / lot owners, including the maintenance of roads, parks and common areas, a water distribution system and a sanitary sewer collection system; and,

WHEREAS, the costs of maintenance and operation of these services should be borne by the owners who enjoy the benefits thereof; and,

WHEREAS, joint ownership by more than two (2) families and ownership by corporations and trustees provides an opportunity for a larger number of persons to enjoy the services available to the home / lot owners and therefore, said owners should bear a greater share of the cost of providing said services; and,

WHEREAS, the Bayles Lake Homeowners Association desires to have its annual assessment distinguish between "single family dwellings" which are owned by more than two (2) families or more than two (2) individuals; and,

WHEREAS, members of the Bayles Lake Homeowners Association and potential members of the Association are purchasing multiple lots with the intent of consolidating them into a single lot thereby reducing the assessment from multiple assessments into a single assessment;...if any two or more adjacent platted lots, or parts of adjacent platted lots, are consolidated into one common ownership, the lots shall retain their character

as defined as either an Unimproved Assessment Lot or Improved Assessment Lot and pay the same type and number of assessments as were being paid prior to July 1, 1999.

To review the complete and current HOMEOWNERS ASSESSMENT RESOLUTION, please visit our website, [www.bayleslakehoa.com](http://www.bayleslakehoa.com).

**Table of Contents:**

	<u>Page</u>
Introduction	2
Homeowners Assessment Resolution	2
Current Administrative Forms	4
District Alignments	4
Boats	5
Fishing	7
Lake	8
Building Permits	8
Building Permit Requirements	9
Other Non-Fee Building Permits	12
Pets	14
Parks	15
Care of Property	15
Contractors	19
Signs	19
No Solicitation	20
RV's, Motor Homes, Campers	20
ATV's, Dirt Bikes, Snowmobiles, Go-Carts, Mopeds and Golf Carts	20
Firearms	21
Noise Levels	21
Payment of Assessed Dues in Arrears	22
Violations of Rules and Regulations	22
Enforcement	22
Compliance and Violation Process	23
Changes of Rules and Regulations	23
Dispute Resolutions Procedures	24
Board of Directors Position Statements	25
Fireworks	
Septic Maintenance Inspections / Selected Residents	
Contributions	
Lakeside Plantings	
Seasonal Road Weight Limits and Restrictions Information	28
By-Laws of Bayles Lake Homeowners Association	29
Bayles Lake Covenants	35

Current Administrative Forms (information available by contacting building permits or administrative assistant)

BLHOA Building Permit Form  
Bayles Lake Renters Information Form  
Complaint Form  
Contractor Bond Form  
Demolition Permit Form  
Variance Request Form  
Violation Notification Form

### **DISTRICT ALIGNMENTS**

District #1 -All of South Lake and starting at East Gate, 106 Sunrise Drive to 246 Ocala Drive

District #2 – From 250 Ocala Court to 531 Karr Lane

District #3 - From 533 Sunrise Drive to 1253 Sunset Drive, and ending at West Gate

## A. BOATS:

- 1) Boats on Bayles Lake must comply with the Illinois Boat Registration and Safety Act. Your attention is specifically called to the following requirements: registration and number, life preserver for each passenger, paddle, lights, fire extinguisher, horn; penalties are assessed by the State of Illinois for violations.
- 2) Motorboat operators must be 18 years old or be accompanied by an adult unless a younger person (no younger than 12 years) has a valid IDNR Boat Safety Certificate. No child under the age of 10 years may operate a boat according to the State of Illinois.
- 3) Each boat on Bayles Lake must have local numbers, not less than three inches high, on each side of the rear half of the boat. The local number is the address number.
- 4) All boats must use running lights from sunset to sunrise. Landing lights are to be used for docking purposes only.
- 5) Maximum Motor Restrictions:
  - a. Pontoon boats – 10 h.p.
  - b. Run-about and fishing boats 12 or more feet long – 8 h.p.
  - c. Run-about and fishing boats less than 12 feet long – 6 h.p.
  - d. Canoes, paddleboats and other such boats may only use a battery-operated electric motor as an alternative source of power.
  - e. Owners of sailboats that are 16 feet in length or less may use a trolling motor as alternative power when not under sail.
  - f. Owners of sailboats over 16 feet in length may use a trolling motor or a boat motor up to 8 h.p. in size as an alternative power source when not under sail.
- 6) No racing hulls, speedboats or jet skis, etc. shall be permitted on Bayles Lake.
- 7) There shall be no towing of inner tubes, surfboards, etc., on the lake after sunset. When towed behind a boat, they shall be pulled at no more than ½ throttle. Individuals being towed must wear an approved personal flotation device. In addition, there must be two people in the boat with one person observing that/those individual(s) being towed.
- 8) No boat shall be operated at a speed in excess of 5 M.P.H. (1/2 throttle) when within 50 feet of the shoreline, or in excess of 10 M.P.H. elsewhere on Bayles Lake. All boats must travel at idle speed in any inlet, bay, channel or under the bridge.
- 9) No motorboat shall be operated within 50 feet of the shoreline unless going to or from a dock. Fishing boats powered by a trolling motor, canoes, sailboats and paddleboats are allowed to operate within the 50-foot restriction.

- 10) When a homeowner's boat is fitted with a motor that exceeds that which is permitted in regulation #4 (motor restrictions) that boat must be operated with the prohibited motor in the tilt position, out of the water.
- 11) No boat shall pass within 50 feet from any boat from which the occupants are fishing.
- 12) Except at reduced and reasonable speed, no boat shall pass within 25 feet of any other boat traveling in the opposite direction.
- 13) No person shall operate a boat on Bayles Lake while under the influence of intoxicating liquor or drugs.
- 14) Each boat has a maximum capacity stated either in terms of weight or number of persons. Exceeding this maximum is illegal.
- 15) The practice of sitting on the front of pontoons and dangling one's feet in the water while the watercraft is moving is prohibited.
- 16) Fireworks of any kind shall not be fired from any watercraft.
- 17) Sailboats when under sail have the right-of-way over motor powered boats.
- 18) Guest Boating and Fishing. Guests (defined as anyone other than homeowner, tenant of homeowner or member of homeowner's immediate or extended family) may use Bayles Lake facilities when accompanied by a homeowner but are required to have written permission when unaccompanied by a homeowner. This includes using a homeowner's boat and / or fishing from a homeowner's boat or shoreline.
  - A written permission slip / guest pass from the homeowner must be signed and dated for one specific date only. Guests must have a written permission slip / guest pass in their possession or have presented it in advance of boating / fishing to the Bayles Lake Security Officer. This written notification, signed and dated by homeowner, is required for each specific date using a boat, or for shoreline fishing.
  - Multiple dated slips or blanket permits will not be honored.
  - Guests unaccompanied by a homeowner, either using homeowner boats or if fishing from homeowner's shoreline, are allowed a limit of three unaccompanied guest passes per calendar quarter.
  - The homeowner will be responsible for all violations of rules which may be committed by their guests. This is especially true when guests are using the homeowner's boat.
  - Only boats which are owned by and registered to the homeowner or homeowner's tenant shall be permitted to navigate on the lake.
- 19) Each homeowner or tenant shall be allowed not more than three boats on Bayles Lake. No more than two of these boats shall be motor driven. All boats must be owned by the Homeowner or

Tenant and if required, registered with the State in the Homeowner or Tenant's name.

- 20) Boat lifts and boathouses shall not be built on Bayles Lake.
- 21) A \$25.00 fee will be charged by the Bayles Lake Homeowners Association Board for the return to the owner of any water borne boat that has broken away from its' mooring or drifted from a beached location. The Lake Security person shall have the responsibility to recover and return such loose watercraft.
- 22) Homeowners who use their boats on other waters must wash down the boat and motor before again putting their boat into Bayles Lake. This is to help prevent introduction into the lake of unwanted aquatic vegetation or marine life.

We also reached out to the DNR with a boating / alcohol question. They responded:

- 23) You can actually drink and operate a boat. There are no open container laws on watercraft in Illinois. The operator however is subject to arrest for operation under the influence if his / her blood alcohol content exceeds .08 (same as a DUI in a car). (July 2017)

## **B. FISHING:**

- 1) All residents and guests are required to have a current Illinois Sport Fishing License when fishing the waters of Bayles Lake.

Anglers should have their current, non-expired fishing license in their possession at all times while fishing. You are required to show this license in your possession should a DNR Officer or Bayles Lake Security Officer request it.

- 2) Fishing in Bayles Lake by any method other than a pole and line is prohibited. One and only exception is the use of a small (under 8 feet in diameter) hand thrown casting net to collect Shad minnows to use as bait in Bayles Lake. The use of any other minnows from any other source is prohibited. Any species other than Shad minnows accidentally trapped in the casting net must be released immediately.
- 3) Creel and Size Limits on Bayles Lake Waters: Fish that are caught and kept must meet these minimum length requirements:

- Hybrid Striped Bass must be 24 inches long
- Walleye must be 18 inches long
- Largemouth Bass must be 16 inches long
- Channel Catfish must be 15 inches long

Any hybrid striped bass, walleye, largemouth bass, or channel catfish shorter than these required minimum lengths must be returned to the lake.

- 4) Creel Limits: In addition, each of the four species of fish listed above shall have a daily limit of two fish per person.

The fine for any third fish is \$25.00 and doubles for each subsequent fish. (\$50.00 for fish #4, \$100.00 for fish #5, etc. The person fishing shall allow inspection of their equipment / boat / dock by the BLHOA representative or forfeit their future fishing rights at Bayles Lake.

- 5) In all other instances Bayles Lake observes Illinois Statewide Creel Limits.
- 6) Largemouth Bass may be taken only from May 15th to December 31st.
- 7) There are no requirements on size or number of other fish taken, e.g.; crappie, yellow bass, carp, bull head catfish, blue gill or sunfish. These fish, including walleye and channel catfish may be taken year round.
- 8) Do NOT dump any unused bait of any kind into lake. Please throw ALL unused bait in the trash.
- 9) Do NOT dump any fish carcass, organs, or parts left over from cleaning back into the lake. ALL fish remains must be disposed of in the homeowner's trash.
- 10) A fishing pole and line may not be left unattended in the lake overnight if the homeowner is not going to be present the next day.

### **C. LAKE:**

- 1) Homeowners are required to properly maintain the strip of Association owned shoreline property (from the shoreline to a homeowner's lakeside lot line) to include the depositing of riprap to avoid erosion. Failure to do so will result in the Bayles Lake Homeowners Association hiring the work done at the homeowner's expense.
- 2) The strip of Association owned shoreline property (from the shoreline to the homeowner's lakeside lot line) and the dock(s) located thereon, if any, shall be treated as private property. Anyone wishing to use this property / dock(s) for fishing or otherwise, must secure the permission of the owner of the contiguous lot.

The Board of Directors, their employees, agents and contractors shall have unrestricted access to this property.

- 3) Trees, brush and other fish structures are not to be put into the lake by individual Homeowners unless such is secured under their dock.
- 4) No sand at all shall be placed in the lake or along the shoreline. If any media is used in swimming areas it shall be pea gravel only.

### **D. BUILDING PERMITS:**

The Iroquois County Zoning Ordinance is to be observed when building a home at Bayles Lake. In a case where the Bayles Lake Homeowners Association rules and regulations may differ from the County ordinance, the more restrictive of the two will take precedence.



The Bayles Lake Subdivision and First Addition are zoned WF-2, which is restricted to “single family residences”. The definition of “family” is two or more persons related by blood, marriage, legal adoption or a single homeowner and partner living together as a single housekeeping unit.

## General Requirements

### 1) Building Requirements

- a. The structure must be a single-family residence.
- b. A minimum of 1300 square feet of living area shall be the smallest structure permitted.
- c. The structure shall not cover more than thirty (30) percent of the lot.
- d. The maximum height of a structure shall not exceed thirty-five (35) feet.
- e. The home constructed shall not be less than twenty-two (22) feet in width.

### 2) Easements and Building Line Restrictions

#### a. Maximum Lot Coverage

- i. A roadside setback of at least ten (10) feet, measured from the owner’s lot lines, shall be required if the Bayles Lake Homeowners Association maintains the road.
- ii. A Side lot set back of at least ten (10) feet is required from the farthest projection of the house including walkway, patio or ground level deck.
- iii. A lakeside setback of at least twenty (20) feet, measured from the owner’s lot lines, shall be required except where there are adjacent structures, in which case the minimum setback shall be the average of the setback of the adjacent structures.

- b. The structure including walks, patios and decks shall be built inside all designated setback lines.

### 3) All Building Codes: in new home construction must conform to the requirements of pertinent Iroquois County Building Codes in effect at the time of the issuance of the building permit.

## **BUILDING PERMIT REQUIREMENTS**

1. A Bayles Lake Homeowners Building Permit is required for the construction of a home, garage, home addition, the demolition and removal thereof or significant alteration to the exterior design of an existing home. If any question exists as to whether a Building Permit is required, Bayles Lake Homeowners Association members should consult with the Association Building Inspector. No Bayles Lake Homeowners Association Building Permit, including a non-fee Building Permit, shall be issued to any Bayles Lake Homeowners Association member or tenant for any reason unless and until all Association Dues, Special Assessments and any such other financial obligations, such as but not limited to any pending unpaid fines, have been satisfied in

full. Further, qualification for a Building Permit is subject to meeting such other following conditions:

2. Submission of the following documents and information to the Lake Association Building Inspector is required at least TWO WEEKS BEFORE any decision should be expected.

- a. A current plot of the survey, completed by a professional land surveyor complete with easements and measurements from structures to plot lines, of the pertinent lot must be submitted when any one of the following three (3) instances occurs:
  1. New home construction.
  2. Remodeling work that expands the size of the home structure.
  3. Any change of ownership / possession.

Survey lot markers must remain in place and visible during construction.

b. A \$10,000 contractor property bond in favor of the Bayles Lake Homeowners Association (form is available from the Building Inspector) is required.

- Any damage to Association property such as, but not limited to; roads, water lines, sewer lines, etc.; during construction shall be the responsibility of the Homeowner.
- The homeowner shall repair all such damage to the satisfaction of the Building Inspector.
- The homeowner, at his discretion, may require the contractor(s) to also sign this document.

c. Satisfactory blue prints or drawings including elevations indicating lot marker stakes, set back from the lake, easements and building lines must be submitted. Homeowners will be responsible to see that the contractor(s) stake out the footprint of the home or addition before a permit will be issued.

d. An estimated completion date of construction must be provided.

e. An Iroquois County Building Permit issued by the County Zoning Board and a Sewage System Permit Issued by the Iroquois County Department of Public Health must be secured.

f. A fee of 25 cents per square foot (minimum fee \$10.00) for all square footage under roof shall be assessed for the construction of a home or any approved addition thereto. Assessed footage shall include multi floor living space, basements, enclosed porches and garages. Such fee shall be payable to the Bayles Lake Homeowners Association.

g. It shall be the responsibility of the individual lot owner to ensure that home construction, additions thereto or landscaping does not so affect drainage as to adversely impact a neighbor's property.

3. There will be no Building Permits issued for the construction of or placement of an outbuilding, free standing gazebo, or storage building on any privately-owned lake lot as these structures are not permitted by regulation. A gazebo however, maybe incorporated into and become part of a house connected deck project provided, a sketch has been submitted to and approval given by the Lake Building Inspector.

4. Swimming pools, both in-ground and above ground pools, are prohibited at the lake.

5. An ADDITION to any home must be permanently and physically attached (fastened) to the house in at least two of the following three places:

1) Existing roof line

2) Exterior wall of existing house

3) Foundation (“Foundation” defined as slab foundation, crawl space foundation, or full basement foundation) New ADDITION foundation is required to be permanently and physically attached and common to original house foundation. Foundation for any ADDITION must be completely under the entire above ground structure.

Home additions must be architecturally uniform and conform to the existing structure in the following ways:

- Color - Addition should match or compliment color of original structure
- Architectural Design - Addition should follow or conform to original design of house
- Finish - Addition should utilize finish materials of original structure (vinyl siding, wood shingles, brick, wood siding, roof finish materials, etc.)

Note: A Blue Print or drawings including elevations, indicating lot marker stakes, set back from the lake, easements and building lines must be submitted before a Building Permit will be issued for any ADDITION. Documentation that accompanies a request for a Building Permit for an ADDITION should also identify the two places where the ADDITION and how the ADDITION will be permanently and physically attached to the house. In addition, a brief description of how the proposed structure will conform to the existing structure in Color, Architectural Design and Finish should also accompany the request for a Building Permit.

6. To ensure compliance with all pertinent rules and regulations, homeowners shall permit inspection by the Building Inspector of the construction project(s) in progress at any time.

a. The homeowner shall be responsible to see that the contractor(s) adhere(s) to all restrictions regarding vehicle weight limits as posted at the entrances to lake property.

b. Disregard of pertinent Bayles Lake Homeowners Association Building Permit requirements resulting in violation thereof, will subject the lot owner involved to the cost of correcting the violation plus a penalty levied by the Board. The amount of the penalty will be \$50.00 for the first month, doubling each month until the violation is corrected.

7. Permit(s) issued by the County and the Bayles Lake Home- owners Association must be displayed and visible from the road for the duration of the project(s).

8. Bayles Lake Homeowner Association Permits are in effect for a period of twelve (12) months, during which period the exterior of the structure must be completely finished. If such is not completed during the twelve (12) month period, a new permit will be required including the associated fee. It is further understood that any variance issued with the original permit will need to be reissued.

9. The Building Inspector shall be notified in writing by the homeowner when construction has begun so as to officially start the twelve (12) month period. The start date shall be so noted on a copy of the Building Permit.

### **Other Non-Fee Building Permits**

1. A Bayles Lake Homeowners Association issued Demolition Permit is required for the demolition of any home, garage or home addition.

2. A Bayles Lake Homeowners Association issued Permit is required for the construction of a underground fence, dock, deck, porch, patio, geothermal system or the initial paving of a walkway or driveway. Repaving of a walkway or driveway shall not require a Building Permit unless a change in the original configuration is taking place.

3. Shoreline construction, such as, a swimming area and / or retaining wall etc., must also be approved and a Permit issued. In addition, the installation of a large ground level satellite dish requires a Permit issued by the Building Inspector.

There is no fee attached to any of the listed projects.

Only the Building Inspector or in his / her absence, a designated Board member, may issue a Building Permit subject to meeting the following requirements:

a. Dock Requirements – Each homeowner of a lakeside residence and / or homeowner of a lakeside lot shall be allowed one dock per individual Association assessment.

Residents, as of October 26, 2006, who currently have two docks per residence or lot shall be grandfathered in and therefore exempt from this restriction.

No boat dock or dock and docked boat in combination, shall be allowed to extend out from the shoreline into the water more than 30 feet except in some lake inlets where a dock or dock and boat in combination may be restricted to less than 30 feet because of limited surface water or congestion.

A Permit is not required when dock maintenance is performed.

A Permit will be required for dock reconfiguration. No new dock or reconfiguration of an existing dock shall obstruct the use of the lake by adjoining lot owners.

Newly constructed, reconfigured or relocated docks, shall not be built within ten (10) feet of an adjacent property line, as such is extended out into the water.

There may be exceptions to this requirement, when in the judgment of the Building Inspector, such is not practical, as might be so because of limited shoreline at the end of inlets. Configuration, size and compatibility of the dock with the lake environment shall be certain of the criteria considered before the issuing of a Permit.

Permanent or temporary coverings or awnings over docks shall not be permitted.

b. The BLHOA believes the beauty and aesthetics of our lake community is unique to east central Illinois. The free-flowing landscapes with unobstructed views are what enhance and maintain this beauty. With this in mind, no above ground fences or dog runs may be erected within our Bayles Lake Community.

A handful of existing fences and dog runs do exist currently on very few lots within our lake community. Those having been erected prior to No Fence Regulations having been written. These will be allowed to remain, providing that they are maintained or improved with similar materials, and in accordance with specifics on the original building permit granted.

Underground (electric dog fences) may be issued a permit with the approval of the Building Permit Committee.

New landscape plantings along property lines may be up to five (5) feet in height between the roadside and lakeside building lines. Otherwise such plantings should be limited to three (3) feet in height.

For any large-scale landscaping / hardscaping project close to property lines, the BLHOA board of directors will review and may require a permit and survey to determine possible encroachment on neighboring property.

c. Swimming areas must be constructed in such a manner as to prevent the shoreline from eroding. Pea gravel is the required media for swimming areas. The use of sand is prohibited. If a retaining wall is to be constructed, it shall not exceed three (3) feet in height. A retaining wall must be so constructed and supported in order to prevent shoreline erosion.

d. Placement of a large satellite dish at ground level (24 inches or more in diameter) shall not be so located as to obscure the view of the lake by adjoining neighbors. Also, the dish must not be so situated as to pose an unsightly object for neighbors. It is recommended that planting of shrubbery or other landscaping be performed to help blend the dish into the surrounding environment.

e. Variance requests may be considered by the Bayles Lake Homeowners Association Board of Directors on an individual basis and not on historical precedent. The majority of the Board of Directors must approve any variances from these rules. The Board of Directors may consult with neighbors where a variance is contemplated, and the affected neighbors may be required to sign a form consenting to the variance.

#### 4. HOMEOWNERS MUST BE ESPECIALLY CAREFUL WHEN EXCAVATING ALONG

THE SHORELINE SINCE, IN CERTAIN AREAS, LAKE UTILITIES E.G.; WATER AND SEWER LINES, RUN IN CLOSE PROXIMITY TO THE SHORELINE. IF A HOMEOWNER BUILDS OVER THESE UTILITIES AND THE BOARD DETERMINES THAT REPAIRS TO OR REPLACEMENT OF THE UTILITIES ARE NECESSARY, IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER TO STAND THE EXPENSE TO REPAIR HIS / HER OWN DAMAGED PROPERTY.

#### **E. PETS:**

No non-domesticated animals, livestock or poultry of any kind shall be raised, bred, boarded, or kept on any Bayles Lake Homeowners Association property - property either owned by the association or any member of the association.

No animal of any kind shall be permitted which, in the opinion of the BLHOA Board of Directors, makes an unreasonable amount of noise or odor or is a nuisance. The Pet Owner or his representative shall control all household pets; dogs, in particular, must always be leashed or kept in constant control. Each owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

#### **Rules and Regulations Governing Pets:**

a. Number and Type. No more than three (3) household pets may be kept or raised on a lot, subject to all applicable local ordinances. "Household pets" may include dogs, cats, birds, gerbils, hamsters, and rabbits only. The following animals are not permitted: pot-bellied pigs, goats, chickens, ducks, geese, ferrets (or anything in the weasel family), skunks, primates or any animals traditionally considered "wild".

b. Leashes. Dogs must be restrained or on a leash at all times. This leash must be limited in length as to not permit the pet to trespass on neighboring property. "Leash" means a cord, rope, strap, or chain which shall be securely fastened to the collar or harness of a dog and shall be of sufficient strength to keep such dog under control.

c. Pet Waste. Pet owners shall clean up their own lot and property promptly after their pet(s) and dispose of the waste in suitable containers; Residents must bring a container to clean up after their pets while walking the pet in parks or other association property.

d. Damage to Lakes and Parks, Pavilion, Playground or other Common Areas. Pets shall not be allowed to damage grass, shrubs, trees, or any other portion of the Common Area, Lakes and Parks or become an annoyance or nuisance to other pets or people. Expenses and costs resulting from damage to any Association Property will be the responsibility of the owner of the pet.

e. Dangerous, Vicious, or Threatening Behavior. The BLHOA Board of Directors has the authority to require an owner to remove any dog that becomes known in the Bayles Lake community for its viciousness, ill temper, or threatening behavior. No animal of any kind that has venom or poisonous or capture mechanisms, or if let loose would constitute vermin, will be allowed in the community.

f. Licenses. All pets must be properly licensed, immunized and micro-chipped pursuant to any State and County Ordinances.

g. Noise. Dogs must not be allowed to bark excessively.

h. Iroquois Animal Control Officer and Liability for Expenses. Should it become necessary to call the Iroquois County Animal Control Officer to restrain or pick-up a loose animal, all fines and/or expenses related to the County involvement will be the responsibility of the owner of the pet. These expenses include but are not limited to any and all fines, animal pick-up fees, minimum room and board fees, etc.

#### **F. PARKS:**

- 1) Use of the Bayles Lake Homeowners Association parks is restricted to the recreational and athletic activities of homeowners, their family and guests. Storage of personal items in the parks shall be prohibited. Parking of vehicles in the parks is prohibited excepting when temporary (not exceeding 48 hours) and as such is not habitual in nature.
- 2) Grass clippings shall not be piled up or spread around in the various parks nor shall they be spread around trees in the parks.

#### **G. CARE OF PROPERTY:**

- 1) It shall be the responsibility of each member of the Bayles Lake Homeowners Association, whether residing in the home or acting as landlord, to properly maintain and when possible to enhance the appearance of their property. To this end, homeowners shall prevent the occurrence of any unclean or unsightly condition on their property including the home thereon, which does (or would) decrease the attractiveness and value of any property at Bayles Lake.
- 2) Renting of Bayles Lake Residences.

It is permissible for homeowners to rent their homes to others, subject to the following:

1. Leases should be written for periods of no less than 12 months.
2. Exceptions to the minimum 12-month requirement would be:
  - a. Rentals to family members.
  - b. Rentals to present or future Bayles Lake homeowners.
  - c. Rentals to be used for emergency housing or sheltering to individuals or families.
  - d. And for other instances as may be approved upon request to the board.
  - e. In **NO** case may a home be rented as a VRBO, Air BnB or other similar entity.
3. The homeowner is responsible for all care and upkeep of the home throughout the rental period.
4. The homeowner should provide tenants with a current copy of BLHOA Rules and Regulations and familiarize them with the BLHOA website...[www.bayleslakehoa.com](http://www.bayleslakehoa.com).
5. It shall be the responsibility of the homeowner to see that all tenants abide by all BLHOA rules and regulations.

6. It shall be the responsibility of the homeowner to assure that BLHOA quarterly dues are paid on time.
  7. Within no less than 10 days of the commencement of the lease, homeowner shall provide a completed copy of the BLHOA Renter Information Sheet to the Board Treasurer, or his / her designee.
  8. The homeowner shall be the primary landlord in all lease / renting agreements. Leasing may not be assigned to a third party such as an outside management agency. The BLHOA shall have no interest in the lease agreement between the lessor and lessee.
- 3) Keeping parking areas, culverts and drainage ditches clean on the roadside adjoining each lot is the responsibility of each homeowner. If the homeowner fails to do so, the Association will hire the work done at the owner's expense.
  - 4) It shall be unlawful for any homeowner to permit any weeds, grass or plants, other than trees, bushes, flowers or other ornamental plants, to grow on their property at a height of more than nine inches. If weeds, grass or plants, other than the exceptions mentioned, exceed nine inches the Homeowners Association shall have the right to have the property mowed for actual cost (time & machinery), plus add an additional \$20.00 fee.
  - 5) Each homeowner is responsible for disposing of or burning leaves, twigs and brush that may accumulate on their lot. Homeowners, contractors and non-resident workers may take twigs, branches, brush and tree limbs less than 4 inches in diameter to the burn pile behind the maintenance shed.
    - Grass clippings and leaves are not allowed at the burn pile behind the maintenance shed. Leaves can be burned at the designated areas around the lake that are constructed for this purpose each Fall. Grass clippings should not be placed in these leaf burning areas.
    - Leaves and grass clippings should not be purposely blown into the lake by the homeowner or those employed by the homeowner.
    - If homeowners use a lawn mowing service, contractor or non-resident worker that collects the grass clippings and leaves, the lawn mowing service, contractor or non-resident worker must remove the grass clippings and leaves from lake property.
    - Homeowners, contractors and non- resident workers will not be permitted to bring brush or tree limbs larger than 4 inches to the burn pile behind the maintenance shed.
    - PLEASE NOTE: Grass clippings, leaves, metal, glass, plastic objects, old mattresses, sinks, toilets, cabinets, drywall, doors, windows, TV's garbage etc. shall not be added to the burn pile.
    - Homeowners shall not allow contractors or non-resident workers to dispose of used materials at the maintenance shed, maintenance grounds or burn pile.
  - 6) Burning of trash, refuse and garbage in lake parks shall be prohibited as well as the burning of garbage on private property.



- 7) Only lake water is to be used for lawn sprinkling systems. There shall be no use of well water for watering lawns from June 15th through August 30<sup>th</sup>, inclusive.
- 8) Before digging for planting other than flowers, the location of sewer and water lines are to be verified with the maintenance person or the Association Building Inspector. Trees, hedge and other bushes are not to be planted over sewer or water lines.
- 9) When constructing driveways or sidewalks, homeowners are reminded there is a ten (10) foot easement for access to overhead and underground utilities on the roadside of each lot. Any replacement of blacktop or concrete resulting from servicing or replacing these utilities shall be the responsibility of the homeowner.
- 10) If an unlicensed motor vehicle remains on private property for more than thirty (30) days, the owner of the property will be given written notice to remove the motor vehicle. If the vehicle is not removed within the time stated, it will be removed by a towing service. The towing fee will be the responsibility of the homeowner.
- 11) Homeowners are encouraged to shut off water line service to their house before leaving the premises. This is especially important during winter months when exterior and interior pipes can be susceptible to freezing; although, other plumbing and water line problems can and do occur at any time. Should a water line break or water leak develop while homeowner / resident is absent, and the water line has not been shut off, the homeowner will be charged a service call fee of \$50 plus all expenses incurred by BLHOA to remedy the problem.
- 12) Campfires on Homeowners Property. Residents are allowed a campfire or fire pit for burning on their property. Please site your campfire or burn ring carefully. Keep the fire a reasonable distance away from neighboring property and completely away from any flammable materials, including all structures, standing trees, dry ground cover, etc. Keep your fire small. Residents should be considerate of adjoining neighbors and particularly wind direction when considering a campfire. Please keep adequate hand tools and water nearby in case the fire escapes.

Never leave fire unattended and always extinguish all fire by stirring water into the ashes until it is cold to touch - hot coals can reignite the fire.

Remember: NO burning of any garbage, trash or any man-made material is ever allowed on homeowner's property.

- 13) Dumpster Use on Homeowners Property. Contractors are to dispose of materials off lake property. In the event that a homeowner needs a dumpster for personal construction use or special lot cleanup, a limited use dumpster permit must be issued by the Building Inspector.

The permit for the use of a dumpster on homeowner property will be limited to a maximum allowable time of four (4) weeks.

A homeowner may not be issued more than 2 dumpster permits in any 6-month period.

- 14) Home Businesses / Home Occupations: The Bayles Lake community is zoned residential and therefore, the establishment of a business in our community, other than a home occupation, is prohibited.

A home occupation conducted in a residence within the Bayles Lake Community is prohibited unless all of the following criteria are met:

- a. There can be no observable evidence that a business is being conducted at a primary residence.
- b. There shall be no signs or other advertising on site and any acceptable home occupation must be conducted inside the residence.
- c. The business conducted is incidental to the home being a primary residence and the space dedicated to the home occupation must be insignificant when compared to the space dedicated to the living area.
- d. Only incidental and infrequent on-site contact with clients is permissible. There shall be no repeated on-site contact with clients at the residence.
- e. The home occupation must not be offensive, disturb neighbors or in any way reflect poorly on the Bayles Lake Community.
- f. The person engaging in the occupation must be the owner of the residence and/or an immediate family member living in the residence. There shall be no employees as such.
- g. The nature of the business must not place undue burden on Bayles Lake Homeowners Association.
- h. Unimproved lots or Association owned property must not be used for any business purposes.
- i. Should there be a question regarding whether a certain home occupation is acceptable, a resident anticipating such should make a presentation to the Bayles Lake Board of Directors for a decision.

15) Weekly Garbage Collection. No resident is allowed to leave bagged garbage outside by the roadside overnight or for multiple nights. Often times this results in animals ripping open bags and leaving a mess. If a homeowner is not going to be at home on the day of their regular garbage pick-up they MUST make arrangement with someone to put their bagged garbage out for roadside pick-up on the morning of pick-up days only.

- a. Should a homeowner's garbage bags be ripped open and no provision has been made by them for clean-up the Association will make arrangements for the clean-up and assess a \$50.00 Fee.

16) Maintenance Requirements for Aerobic Treatment Units (ATU) Discharging Effluent Directly into Bayles Lake, Pursuant to the Illinois Private Sewage Disposal Code: Sewage disposal systems are now required to be serviced once every six (6) months and records must be maintained by the owner. Of particular interest to the Board of Director's are the ATU's discharging treated effluent directly into the lake. These units are to be serviced in accordance with Illinois Department of Public Health Private Sewage Disposal Code Section 905.20. Service records indicating the unit is maintained and in proper working order must be submitted to BLHOA Treasurer at least every six (6) months with the association

dues. Any private ATU that discharges treated effluent directly into Bayles Lake will be found in violation if service records are not provided.

Illinois Department of Public Health Private Sewage Disposal Code Section 905.20 states in part:

“An aerobic treatment unit (ATU) requires evaluation and maintenance at least once every six (6) months. The systems may be evaluated by a Private Sewage Disposal System Installation Contractor, a licensed Environmental Health Practitioner, an Illinois licensed Professional Engineer, a representative of the Department, or an agent of the Department or local health department”. The inspection and maintenance shall be performed per the manufacturer’s requirements to assure proper operation. If the required inspection and maintenance are not performed, the system is in violation of the Act and this Part.

Penalty Schedule is as follows:

- Penalty for Missed Deadline for Correcting Violation:  
    \$ 100.00 for the first month  
    \$ 200.00 for the second month

Additionally, the resident’s water will be shut off after two months until the violation is corrected.

17. Consistent with the Illinois Department of Public Health ban on the application of phosphorus containing fertilizers by commercial lawn care companies (Lawn Care Products Application and Notice Act, established July 2010), (415 ILCS 65 / 1); residents who apply their own lawn chemicals may not use phosphorus based products.”

## **H. CONTRACTORS:**

- 1) Contractors’ equipment must be parked on the job site or behind the Maintenance Building when not in use. No contractors’ equipment shall be parked or stored in the parks or on Association property. The maintenance person or the Bayles Lake Homeowners Association Board Vice President must approve any exceptions.
- 2) Contractors are to dispose of materials off lake property.
- 3) Contractors are to abide by all pertinent Bayles Lake Rules and Regulations and be especially careful not to damage Lake property.

## **I. SIGNS:**

- 1) Signs, posters or other informational material shall not be posted on Association owned property or on any structure thereon except that as such may concern Association or Auxiliary business, resident social activities (family reunions, graduations, weddings, etc.) or a Realtor’s “Open House” sign at the entrances.

Realtors may place an “Open House” sign at the entrances, only after 12 P.M., two (2) days preceding the “Open House”. Such signs must be removed directly after the “Open House” concludes.

Resident social activity signs may be posted up to three (3) days in advance of the activity and must be removed within the 24-hour period subsequent to the event.

- 2) No sign of any character shall be displayed on a homeowner's premises, except that the homeowner may display on his premises one "for sale" or "for rent" sign referring only to the premises on which it is displayed. These signs shall be removed by the Homeowner upon the sale of the house or signing of the rental agreement. Signs of any kind are prohibited on the lakeside of any lot including signs appearing in the window of resident homes.
- 3) Realtors' "for sale" or "sold" signs must be removed within seven (7) days after the property has been sold or the sold sign displayed.
- 4) A garage sale sign may be posted on resident property for the one or two days of the sale.
- 5) Display of 911 signs is required to comply with a county ordinance.

## **J. NO SOLICITATION**

"No Solicitation" signs are posted at six (6) entrances to Bayles Lake.

Any person or group soliciting on Bayles Lake property must have a written approval from the President of the Bayles Lake Homeowners Association or Bayles Lake Security Officer. (Groups such as Girl Scouts, Boy Scouts, area churches, post office, and politicians should contact the president and or security before they begin.)

The only permissible action a Solicitor may take is using the four (4) Entrance Message Centers to post an 8 ½" x 11" announcement. This announcement can stay up for seven (7) days.

## **K. RV's, MOTOR HOMES, CAMPERS:**

- 1) Campers, motor homes and recreational vehicles, may not be stored in the driveway of a homeowner or in vacant lots or parks. A homeowner may temporarily park in their driveway (not to exceed 30 days per calendar year) for the purpose of trip preparation, return, or maintenance, not for living purposes. The homeowner must provide the dates of temporary storage in their driveway to security or a BLHOA board member upon request.
- 2) Homeowners who store campers, motor homes, recreational vehicles, boats and trailers, etc., behind the maintenance shed must sign a waiver form. These forms may be secured from the maintenance or security person.

## **L. ATV's, DIRT BIKES, SNOWMOBILES, GO-CARTS, MOPEDS AND GOLF CARTS:**

- 1) Homeowners must have an identification number (address number) not less than three (3) inches high affixed to the vehicle in a visible location near or on the rear of the vehicle.
- 2) A red or orange flag must be affixed to the vehicle and extend above the vehicle on a rod for safety purposes.
- 3) These vehicles shall not be operated or driven upon or across private property and shall not be operated or driven in parks when the ground is soft. No ATV's, dirt bikes, go carts, mopeds, snowmobiles or golf carts shall be operated or driven upon the frozen lake.

- 4) The use of Bayles Lake Homeowners' property for the operation of these vehicles is restricted to use by homeowners, tenants, family or guests of such. All other operators of these vehicles will be requested to leave and if they refuse will be subject to being charged with trespassing.
- 5) All safety precautions are to be observed when riding these vehicles on Bayles Lake Property. Operators are required to obey all "rules of the road". Reckless operation of any of these vehicles on lake property may result in the temporary or permanent suspension of the individual's right to operate a listed vehicle at the Lake.
- 6) These vehicles may not tow persons on skates, skate boards, bikes, etc.
- 7) These vehicles, when operated after dark, must have operational front and rear lights.
- 8) Minimum age for unaccompanied children driving these vehicles is 13. Although strongly discouraged, younger children are allowed to operate these vehicles if accompanied by a BLHOA member with a valid driver's license.
- 9) BLHOA member and / or owner of vehicle is responsible for any and all injuries or damages sustained by these vehicles while on BLHOA property.
- 10) Home / Lot Owners are reminded that that these vehicles are required to be covered with an individual liability insurance policy when operated on BLHOA property.

#### **M. FIREARMS:**

Firearms, air rifles, pellet guns, BB guns, and bows and arrows, etc., are prohibited, and any one firing any firearm in, through or across Association property will be subject to being charged with trespassing.

#### **N. NOISE LEVELS:**

Homeowners are responsible to control noise levels on their property and when using roads, lake and parks. Each homeowner and their guests should not create or cause the creation of noise so as to disturb or disrupt the peace and quietude of any reasonable person in the Bayles Lake community.

Recognizing that noise levels may be somewhat subjective the following guidelines are intended to help give further definition to what should govern these noise levels that are generally defined as any loud, disturbing and unnecessary noise:

- Operating, playing or permitting the operation or playing of any radio, television, electronic component, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound in such a manner or with such volume as to annoy or disturb the quiet, comfort or repose of reasonable persons.
- The unreasonable operation of any motor-driven vehicle or the unreasonable acceleration of the engine of any vehicle, or the unreasonable sounding, blowing or operation of the horn or other warning device of such vehicle upon any property within the BLHOA in such a manner as to disturb the peace, quiet and comfort of any neighborhood or of any reasonable person residing in the community.

- Sound created by the operation of mobile power equipment, such as power lawn mowers and chain saws, shall not be regulated, provided the operation of said equipment is limited to daylight hours and such equipment is operated with standard muffler or sound dissipating devices.
- Parties, Special Events. The BLHOA Board of Directors recognizes that Homeowners will occasionally be hosts to large family gatherings and / or parties on their property. The noise levels at these functions will understandably be higher than at normal times - especially when these parties include a live band or other live amplified entertainment.

The Board of Directors would ask that a resident notify their district representative, and any adjoining neighbors, when planning for such an occasion. Heightened noise levels from these functions should be limited to:

- Sunday thru Thursday nights - before 10:00pm
- Friday and Saturday nights - before 11:00p.m.

#### **O. PAYMENT OF ASSESSED DUES IN ARREARS:**

When it is determined that a homeowner is in arrears for 3 quarters of association dues assessments and penalties, the Board of Directors shall have the right to place a lien on the homeowner's property pending a Board of Directors review of the circumstances.

#### **P. VIOLATIONS OF RULES AND REGULATIONS:**

In addition to the following Violation Process, violators of any one or more of the Covenants, By-Laws and / or Rules and Regulations may be temporarily or permanently denied the privileges of Bayles Lake, by resolution of the Bayle Lake Homeowners Association Board of Directors.

#### **ENFORCEMENT SHALL BE AS FOLLOWS:**

The rules and regulation committee members, building permit inspector and / or security officer will conduct periodic inspections of the Bayles Lake Homeowners Association community and record violations to be reviewed by the Board of Directors. Additionally, resident complaints may be submitted in writing to the BLHOA Board of Directors. A notice will be submitted by the Board of Directors to the home / lot owner of the violation and an opportunity for a response and / or hearing before the Board of Directors will be afforded to the home / lot owner.

Any member of the Bayles Lake Homeowners Association may also exercise his / her right to a hearing before the Dispute Resolution Committee.

The application of the Dispute Resolution Procedure is valid only after all avenues to resolve the dispute with the appropriate Board member and his/her committee or employee have been exhausted.

The Committee shall not have the right to alter or amend the Covenants, By-Laws or the Association Rules and Regulations but can only apply these governing provisions to the dispute at hand.

After response by the owner, and if the complaint is found to be without merit, it shall be dismissed, and all parties notified. If, after the letter of notification and after response by the owner, the complaint is found to have merit, or if the owner fails to respond within the given time frame, the penalty procedures

below shall apply. Penalties, to encourage compliance, have been adopted and implemented to protect property values and maintain a pleasant and equitable living environment for all members of the Bayles Lake Homeowners Association.

## **COMPLIANCE AND VIOLATION PROCESS:**

Written Notification of Violation: Written notice of violation or complaint is issued to home / lot owner by BLHOA Board of Directors. This notice is to give the specifics of the violation with any direct reference to Covenants, By-Laws, and / or Rules and Regulations that are in violation. A deadline is also given for the home / lot owner to respond in writing or to respond by appearing before the BLHOA Board of Directors.

Dispute Resolution Procedure: This Dispute Resolution Procedure is established for the purpose of allowing any member of the Bayles Lake Homeowners Association (BLHOA) due process when he / she is in disagreement with any action taken by a member/s of the Board of Directors or employee of the BLHOA in their application and execution of the Covenants, By-Laws or Rules and Regulations governing the BLHOA.

Dismissing of Violation / Complaint: If after additional documentation, extenuating details and rebuttal by the home / lot owner, the BLHOA Board of Directors may decide that the original violation / complaint is found to be without merit and no further action is required.

If the Violation/Complaint Is Found To Have Merit: The home / lot owner will be given a deadline to bring the violation into compliance along with a notification of the penalties that will apply should the deadline not be met.

Charging of Penalties: Penalty for Missed Deadline for Compliance: A \$50.00 penalty will be charged for missing the date of the deadline to correct the violation.

Penalty for Each Subsequent Month Until the Violation Is Corrected: The original penalty of \$50.00 will double each month until the violation is corrected. An invoice will be issued for each subsequent month, or partial month, that the violation is not corrected.

### Example of Penalty Schedule:

Penalty for Missed Deadline for Correcting Violation: \$ 50.00 for first month.

2nd Month: \$ 100.00

3rd Month: \$ 200.00

4th Month: \$ 400.00

Penalty will continue to double each subsequent month until the violation is corrected.

Home / lot owners may be required (at their own expense) to remove or relocate any item which is in violation of covenants, by-laws and / or rules and regulations or that did not receive BLHOA Board of Directors approval when requested and required.

The continued refusal by a home / lot owner to bring a violation into compliance may result in legal action being taken by the BLHOA Board of Directors.

A violation by a rental tenant or guest shall be treated as a violation by the owner of the home and / or property occupied by the tenant.

The home / lot owner shall receive the letters cited above which shall outline a complaint for a rule's violation committed by a tenant.

Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on a home / lot owner's BLHOA property.

#### **Q. CHANGE OF RULES AND REGULATIONS:**

Only the BLHOA Board of Directors, at a duly convened meeting, has authority to make changes to any of the foregoing rules and regulations.

#### **R. DISPUTE RESOLUTION PROCEDURE:**

This Dispute Resolution Procedure is established for the purpose of allowing any member of the Bayles Lake Homeowners Association (BLHOA) due process when he / she is in disagreement with any action taken by a member of the Board of Directors or employee of the BLHOA in their application and execution of the Covenants, By-Laws or Rules and Regulations governing the Bayles Lake Homeowners Association.

The President of the Bayles Lake Homeowners Association Board of Directors will solicit one volunteer from each of the three districts at Bayles Lake to serve on the Dispute Resolution Committee. Failing to get a volunteer from each of the three (3) districts, the President of the Board may solicit volunteers from any district to fill a vacant slot or slots.

Each member of the Committee will serve for a period of one year. The President of the Board may extend the tenure of a Committee member on an annual basis for a period not to exceed three (3) years.

The Dispute Resolution Committee will choose a Chairperson from among its members. If agreement cannot be reached, the President of the Board will appoint a Chairperson.

The application of the Dispute Resolution Procedure is valid only after all avenues to resolve the dispute with the appropriate Board Member and his / her Committee or employee have been exhausted.

The Committee shall not have the right to alter or amend the Covenants, By-Laws or the Association Rules and Regulations but can only apply these governing provisions to the dispute at hand.

#### **Procedure:**

- 1) A written complaint may be filed by any member of the Bayles Lake Homeowners Association when he / she can provide evidence that a member of the Board or an employee of the Board has failed to carry out or exceeded their / his / her responsibilities as defined by the Covenants, By-Laws and / or the Rules and Regulations of the Association.
- 2) A complaint must be filed with the Chairperson of the Dispute Resolution Committee within thirty (30) calendar days of the date of the incident-giving rise to the complaint.



- 3) The Dispute Resolution Committee shall investigate the complaint and provide the Board with a written response to the complaint with rationale and recommendation, within thirty (30) days from the date that the complaint was received by the Committee. A copy of the response will be provided the Complainant.
- 4) The Board shall vote on the issue at the next regularly or specially scheduled Board meeting but not later than forty-five (45) days of the receipt of the report by the Committee, and a written response shall be submitted to the Complainant within ten (10) days of the vote of the Board.
- 5) The decision of the Board of Directors shall be final.

## **BOARD OF DIRECTORS POSITION STATEMENTS**

### **BLHOA Board of Directors Position Statement Regarding Fireworks at Bayles Lake**

The Bayles Lake Homeowners Association has received an occasional complaint in the past regarding the setting off of fireworks at the lake. Although such activities surrounding the Fourth of July holiday may be enjoyed by a number of residents, the Board cannot promote or condone illegal private fireworks displays.

The setting off of illegal fireworks by unlicensed persons in Illinois is in violation of the State Law and as such, pertinent complaints should be handled accordingly and not by the Board of Directors. The setting off of illegal fireworks at other times by any resident or visitor to the lake can be a nuisance and may be more likely to be a subject of criticism or legal complaint.

Residents, their families and guests need to be aware of the potential consequences of such activity.

Adopted March 28, 2007, Reviewed 2019

### **BLHOA Board of Directors Position Statement Regarding Septic Maintenance Service for Selected Residents**

The Bayles Lake Homeowners Association Board of Directors requires that those homeowners that discharge treated effluent into Bayle's Lake comply with the Illinois Department of Public Health Private Sewage Disposal Code, Section 905.20, which went into effect statewide, January 1, 2014 and became part of our Rules and Regulations, January 1, 2015.

Please keep in mind the lake is the reason we're all here and the protection of that asset continues to be our focus in this matter. The public health, safety and economic risks are significant. Currently, we are aware of nine (9) homes that discharge treated effluent into the lake. This is the result of the Illinois Environmental Protection Agency (IEPA) and Iroquois County Public Health Department denying permits to tie into the existing sanitary sewer tile system because it is considered at capacity.

Since 2006 no new private disposal sewer systems have been permitted to eliminate into the perimeter tile, all of the systems that have been permitted since then are discharging treated effluent into the lake. The Board of Directors understands that this is not a great option, but we also understand its necessity at this point or until a new sewer sanitary disposal system is built.

## Bayles Lake Rules and Regulations

- **G. Care of Property:**
- **Maintenance Requirements for Aerobic Treatment Units (ATU) Discharging Directly into Bayles Lake.** Pursuant to the Illinois Private Sewage Disposal Code: Sewage disposal systems are now required to be serviced once every six (6) months and records must be maintained by the owner. Of particular interest to the Board of Director's are the ATU's discharging treated effluent directly into the lake. These units are to be serviced in accordance with Illinois Department of Public Health Private Sewage Disposal Code Section 905.20. Service records indicating the unit is maintained and in proper working order must be submitted to BLHOA Treasurer at least every six (6) months with the association dues. Any private ATU that discharges treated effluent directly into Bayles Lake will be found in violation if service records are not provided.

### Penalty Schedule is as follows:

- Penalty for Missed Deadline for Correcting Violation:
  - \$ 100.00 for the first month
  - \$ 200.00 for the second month
- Additionally, the resident's water will be shut off after two months until the violation is corrected. These residents should contact their system service inspector and make arrangements for this bi-annual inspection process that has typically been performed in the May / June and November / December time periods.

Adopted 2014, Reviewed 2018

### **BLHOA Board of Directors Position Statement Regarding Contributions**

The Board of Directors (BOD) of the Bayles Lake Homeowners Association (BLHOA) receives occasional requests from our residents regarding the ability to make a monetary contribution on behalf of an individual or special cause. Contributions typically come in a number of forms: support for a particular cause / item, in memory of a person who has passed away or moved away, in recognition of someone achieving a certain milestone, or even a simple gesture to honor someone or something. Contributions are utilized by BLHOA to make general improvements within our community or by going toward specific items or causes.

The BOD appreciates all contributions. The Bayles Lake Homeowners Association is not a 501 (c) (3) charitable organization, therefore any contribution to BLHOA is considered a cash gift with no tax write off implications.

In the past, the BOD has received cash gift contributions from our residents for trees, flowers, fish, new buildings (Robinson Pavilion), grills, playground equipment, the foot bridge at Memorial Park, fire pit, U.S. flags, chainsaw sculptures and other items or causes. When asked, the BOD has honored the contribution stipulations as the donor has intended.

This is a restricted account meaning that the monetary contribution can be spent only on the specific item(s). The BOD would require a written note from the person / persons making the contribution before it could be spent on any other item (s) other than what it was intended for.

If you wish to contribute to the BLHOA, please contact a member of the Board of Directors, Board Treasurer or Administrative Assistant.

The Board of Directors greatly appreciates your consideration and will work with you to honor your requests.

Adopted May 2018, Reviewed February 2020

### **BLHOA Board of Directors Position Statement Regarding Plantings at Bayles Lake**

As homeowners, we most certainly enjoy the opportunity to plant the type(s) of landscaping and plant materials we wish on our own properties.

With that in mind, perhaps it would be prudent to be aware of what we may plant and how it could affect our neighbors to our sides. The Board of Directors believes new shade trees or ornamental trees should be chosen based, not only on their beauty and purpose, but on how their long-term growth and expansion might eventually affect not only neighbors, but the lake itself. For example, there is a significant difference between hardwood and softwood trees, fast growing and slow growing trees.

The Board of Directors does urge all residents to do the research to determine such issues as the mature canopy height of the trees you might be thinking of planting. These investments may be in place for a half century or longer, it only makes sense to seek the knowledge that could help you to enjoy your tree(s) to the utmost and maintain the beauty of our lake at the same time.

The Board of Directors encourages all residents to seek the counsel of others who may have excellent knowledge of the true nature of anything you might be planting or consider working with a professional landscaping business.

We all take pride in our homes, yards, and shorelines. Please do not be timid about asking others for advice. Many may have had to consider the exact choices you may be contemplating.

### **Suggestions Regarding Trees and Plantings**

The Board offers these suggestions to consider when planting around our lake homes:

Native plants are those that naturally occur in a particular region. They are the foundation of life in the region, allowing everything from insects to birds to people to survive and thrive in that given environment.

With that in mind the Board suggests strong consideration be given to the following native trees and shrubs:

- Shagbark Hickory
- Oaks (White, Red, Swamp and Cherrybark)
- White, Bur and Pin
- Illinois Pecan
- Bald Cypress
- Black Walnut
- Hazelnut
- Pagoda Dogwood
- American Linden
- Black Gum

- Witch Hazel
- Spicebush
- Blackhaw Viburnum

The Board discourages the following trees as they may either have shallow root systems, extreme soft wood and branches susceptible to breaking. Or other characteristics that might lead to poor long-term outcomes or lifespans.

- Willows of most types
- Silver Maples
- Hedge Apple
- Poplar

Many of the nurseries in our area are now carrying some of these native trees, and many of the shrubs listed above.

Please feel free to refer to the FAQ’s page of our BLHOA Website or contact members of our Lakes and Parks Committee for additional information.

Well chosen, positioned, and planted trees and shrubs are an asset to our homes, and to our lake community. When in doubt, seek the counsel of others, as the more research and information obtained prior to planting, could eliminate regrets down the road.

Adopted May 2019

**Seasonal Road Weight Limits and Restrictions on all Roads at Bayles Lake.**

January 15 to April 15

All vehicles 6 Tons. Exceptions must be approved by the Board of Directors.

April 16-January 14

- 10 Ton Single Axle Truck
- 15 Ton Dual Axle Truck
- 18 Ton Single Axle Semi Truck
- 25 Ton Double Axle Semi Truck

If you are planning any large deliveries, major construction or big maintenance projects please contact the current Chairperson of the Roads and Drainage Committee or Bayles Lake Security.

Reviewed 2019

## **BY-LAWS OF BAYLES LAKE HOMEOWNERS ASSOCIATION**

As of January 15, 2021

### **ARTICLE I – PURPOSES**

To act for and on behalf of the owners of lots in Bayles Lake Subdivision, or any Addition thereto, in matters of mutual interest or of a civic nature and to ensure the safety and enjoyment to the greatest extent possible by the Membership of the Bayles Lake environment.

### **ARTICLE II – POWERS**

Power now or hereafter conferred by the General Not for Profit Corporation Act of 1986 of the state of Illinois may be exercised by the Association.

### **ARTICLE III – MEMBERS**

Membership in the Association shall be as follows.

**SECTION 1. COVENANT MEMBERSHIP.** Covenant Membership is incident to the ownership of a building site in Bayles Lake Subdivision, or in any Addition thereto, pursuant to the Covenants set forth in the recorded plats thereof. The owner or owners of record of each such building site shall automatically be a Covenant Member of the Association. Any person who is the owner of more than one such building site shall have one Covenant Membership for each such site.

**SECTION 2. TRANSFER OF OWNERSHIP.** On transfer of ownership of any building site, transferee shall automatically become a Covenant Member in the Association. No transfer, however, shall operate to relieve the transferor of the premises transferred from liability for obligations incident to the Membership, accrued to the date of transfer.

**SECTION 3. VOTING RIGHTS OF MEMBERS.** Covenant Members of the Association shall be entitled to vote in person or by proxy at any meeting of the Membership on any proposition or question.

**SECTION 4. PRIVILEGES OF COVENANT MEMBERSHIP.** Covenant Members are entitled to use the lake, parks, and roads. In addition, each member's building site shall be entitled to one (1) water service. No Member shall be permitted to connect any private water mains or pipes directly or indirectly to the water mains of the Association for the purpose of transporting water, except for use on the individual building site to which the Membership is appurtenant.

**SECTION 5. ANNUAL ASSESSMENT.** Members are subject to such assessments as shall be established by the Association with respect to type of ownership. Each property owner is assessed dues annually by an amount set by the Board of Directors. Such dues are established by Board resolution, which is available upon request.

**SECTION 6. ENFORCEMENT OF OBLIGATIONS OF COVENANT MEMBERSHIP.** The Board of Directors may deny the privileges listed in Section 4 to Members who fail to abide by any of the Rules and Regulations or who fail to pay the annual or special assessment. In addition, the Board of Directors may establish a program to assess monetary penalties for the violation of Association Rules and Regulations. Water service may be denied to any Member who fails to

pay amounts due for water service within thirty (30) days after the same become due and payable.

**SECTION 7. NON-LIABILITY FOR CORPORATE DEBTS.** The private property of the Members of the Association shall be exempt from execution for the debts of the Association, and no Member shall be individually liable or responsible for any debts or liabilities of the Association.

## **ARTICLE IV - MEETING OF MEMBERS**

**SECTION 1. THE ANNUAL MEETING.** The Annual Meeting shall be held the first Monday of May.

**SECTION 2. SPECIAL MEETINGS.** Special meetings may be called by the President or, in his absence, the Vice President, or by not less than ten (10) Members of the Association.

**SECTION 3. QUORUM.** Fifty (50) or more Members present at any meeting or represented by proxy shall constitute a quorum. If a quorum is not present at any meeting of the Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

**SECTION 4. OTHER RULES.** For other rules governing meetings of Members, refer to Article VII, Section 107, "Members", in the General Not For Profit Corporation Act of 1986 of the State of Illinois.

## **ARTICLE V – BOARD OF DIRECTORS**

**SECTION 1. DISTRICTS.** The Board of Directors, consisting of nine (9) Directors and Officers, shall constitute the governing body of the Association. Bayles Lake Subdivision and First Addition shall be divided into three (3) Districts, with three (3) Directors each. The Districts shall be as follows:

District 1 – All of South Lake and starting at East Gate, 106 Sunrise Drive to 246 Ocala Drive

District 2 – From 250 Ocala Court to 531 Karr Lane

District 3 – From 533 Sunrise Drive to 1253 Sunset Drive and ending at the West Gate

**SECTION 2. TERM.** Each year one (1) Director, who must be a property owner, shall be elected from each District for a term of three (3) years. If a nominee cannot be found within each District, then an at-large nominee may be nominated for one three (3) year term. At the end of the three-year term the vacant position will revert to the District to which it was originally assigned.

**SECTION 3. NOMINATION AND ELECTION.** At least thirty (30) days before each annual meeting of the Members, the President, with the approval of the Board, shall appoint a nominating committee composed of one Director from each District whose term is continuing.

Each member of the Nominating Committee will poll his/her District to select a Director nominee from the District.

If the Nominating Committee cannot find an acceptable nominee from each District, then the Nominating Committee will nominate the number of at-large nominee's necessary to fill the vacant positions on the Board. Additional nominations for Director or vacant positions on the Board, other than those made by or on behalf of the Nomination Committee, shall be made in writing and shall be filed with the Secretary of the Board not less than 14 days nor more than 30 days prior to annual meeting of the Members. Such notification of nomination shall contain the following information: (a) the name, address and phone number of each proposed nominee; (b) the District where each proposed nominee resides; and (c) the position for which each proposed nominee seeks election.

Nominations not made in accordance herewith shall be disregarded and the vote tellers shall disregard all votes cast for each such nominee. All nominations in accordance herewith will be presented at the annual meeting of the Membership. A majority of all ballots cast is necessary to elect a Director when one or more candidates are nominated. Should three (3) or more candidates be nominated, the one receiving the fewest votes shall be dropped after each succeeding ballot until someone receives a majority of all votes cast.

**SECTION 4. GENERAL POWERS.** The Board of Directors shall be responsible for the general management and direction of all affairs of the Association, and shall have the power to adopt such By-Laws, and impose such obligations upon the Members as it may from time to time deem necessary and proper, except as otherwise herein provided. However, acquisition of property, except for delinquency sales, must be approved by a majority vote of the Membership.

1. The Board President may appoint the Bayles Lake Homeowners Association Board Treasurer, in light of any declared National and / or State declared emergency or act of unforeseen calamity, to manage the day to day business affairs of the association until directed by the President to resume normal Board of Directors operating procedures.

Responsibilities to include maintaining continuity in conducting daily lake business affairs, paying bills, communicating with board members, communicating with residents, communicating with vendors and contractors. The BLHOA Treasurer could not approve board related items, i.e., contracts, meeting minutes, make changes to our rules and regulations or financial reports, etc.

**SECTION 5. REGULAR MEETINGS.** A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as the annual meeting of members. A quorum will consist of a simple majority of the elected or appointed Board of Directors.

The Board of Directors may provide, by resolution, the time and place, within Loda Township, for the holding of additional regular meetings of the Board, without other notice than such resolution. A quorum will consist of a simple majority of the elected or appointed Board of Directors

SECTION 6. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any three (3) Directors. The person or persons authorized to call special meetings of the Board may fix anyplace, within Loda Township, as the place for holding any special meeting of the Board called by them.

SECTION 7. NOTICE. Notice of any special meeting of the Board of Directors shall be given at least two (2) days before the meeting by notice personally or by mail.

SECTION 8. COMMITTEES. The Board of Directors may appoint committees and delegate to them the powers and authority necessary to accomplish the purposes for which these committees are appointed.

SECTION 9. WATER AND SEWER RATES. The Board of Directors shall have the power to fix such rates.

SECTION 10. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the Board of Directors by election at a regular meeting or at a special meeting of the Board of Directors called for that purpose. A Director elected by the Board of Directors to fill a vacancy shall serve until the next meeting of the membership at which Directors are to be elected. At said meeting of the Membership, a Director shall be elected for the unexpired term of the Director from said District.

## **ARTICLE VI – OFFICERS**

SECTION 1. OFFICERS. The Officers of the Corporation shall be a President, Vice-President, Secretary, and a Treasurer, and their duties shall be those generally appertaining to such Officers, as hereinafter provided.

SECTION 2. ELECTION. The Officers of the Corporation shall be elected by the Board of Directors and may be selected from the Membership of the Association. This election is to be held at the Annual Directors' meeting.

SECTION 3. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed from such office or position by the Board of Directors whenever, in its judgment, the best interest of the Association shall be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the persons so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the Corporation and shall, in general, supervise the conduct of the business and affairs of the Corporation. He or she may sign, with any other officer of the Corporation, as may be authorized by the Board of Directors, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in those cases where other corporate Officers may be authorized. The President shall in general, perform all duties incident to that office and such other duties that may be prescribed by the Board from time to time.



SECTION 6. VICE-PRESIDENT. In the absence of the President, or in the event of his or her inability or refusal 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 of the restriction upon the President. The Vice-President shall perform such other duties as may be assigned to that office from time to time by the President or Board.

SECTION 7. TREASURER. The Treasurer shall be responsible for the accounting of all funds and securities of the Corporation; keep a register of the name and address of each member entitled to vote; and, in general, perform all the duties incident to that office and such other duties as may be assigned by the President or Board from time to time.

SECTION 8. SECRETARY. The Secretary shall keep the minutes of all meetings of the Membership and of the Board of Directors in one or more books; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and seal; and, in general, perform all duties incident to that office and such other duties as may be assigned by the President or Board from time to time.

SECTION 9. REPORTS, BOOKS AND RECORDS. The Board of Directors, through their officers, shall keep correct and complete records and accounts as well as minutes of all meetings. All books and records of the Corporation may be inspected by any Member or their Agent for any proper purpose at any reasonable time. An Annual Report of the business transacted during the preceding fiscal year shall be given by the Officers of the Corporation to the Members during a Membership meeting.

## **ARTICLE VII – CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

SECTION 1. CONTRACTS. The Board of Directors may authorize any Officer or Officers, Agent or Agents of the Corporation, in addition to the Officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. All contracts in excess of \$5,000.00 shall be let for bid and sealed bids must be submitted.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, Agent or Agents of the Corporation, and in such manner as shall, from time to time, be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President.

SECTION 3. DEPOSITS. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 4. GIFTS. The Board of Directors may accept on behalf of the Corporation, any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

## **ARTICLE VIII – FISCAL YEAR**

The fiscal year of the Association shall be from March 1 in each year to February 28 / 29 of the following year.

## **ARTICLE IX – SEAL**

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the words “BAYLES LAKE HOMEOWNERS ASSOCIATION”.

## **ARTICLE X – INDEMNIFICATION**

**SECTION 1.** The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a member, director or an officer of the Corporation against expenses (including attorney’s fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, to the fullest extent and in the manner set forth in and permitted by the Illinois General Not for Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such member, director or officer may be entitled apart from the foregoing provisions.

The foregoing provisions of this Article shall be deemed to be a contract between the Corporation and each member, director, and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not for Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts.

**SECTION 2.** The Corporation may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation, as a member, director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney’s fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the extent and in the manner set forth in and permitted by the Illinois General Not for Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

**SECTION 3.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as

such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article.

## **ARTICLE XI-AMENDMENTS TO BY-LAWS**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the affirmative vote of the majority of the Board of Directors at any regular or special meeting, provided that proposed alterations or amendments shall be submitted to the Directors for consideration at least five (5) days prior to final action thereon.

## **BAYLES LAKE COVENANTS**

KNOW ALL MEN BY THESE PRESENT, that BAYLES LAKE INC., an Illinois Corporation with principal office in the City of Paxton, County of Ford and State of Illinois, (hereinafter designated and referred to as “Sub-divider”), being owner of the lands described in the certificate of Tracy Allen Pitzen, Registered Illinois Land Surveyor No. 949, shown upon the plat of which the acknowledgement is a part, in conformity with the laws of the State of Illinois, does hereby acknowledge that it has caused said lands to be subdivided, surveyed and platted into tracts, out lots, lots, and blocks, and private roadways, parks and parkways, as more fully appears from said plat, to be known as “BAYLES LAKE SUBDIVISION” of a part of Sections Nineteen (19) and Twenty (20) in Township Twenty-four (24) North, Range Ten (10) East of the Third Principal Meridian, situated in the County of Iroquois and State of Illinois.

Sub-divider does hereby adopt and approve said Subdivision, survey and plat, and does hereby dedicate to the use of the occupants of said subdivision, the roadways shown on said plat, subject, however to such limitations and regulations as may be imposed by Sub-divider, its successors and assigns reserving to said Sub-divider, its successors and assigns, the right to dedicate such roadways, or any part thereof, to public use. Said Sub-divider does hereby dedicate to the use of the occupants of each block of said Subdivision, such park or parks as may be located in such block, subject, however, to such limitations and regulations as may be imposed by Sub divider, its successors and assigns, reserving to said Sub-divider, its successors and assigns, the right to dedicate such parks or any of them, or any part thereof, to the use of the occupants of said Subdivision, or to the public. Sub-divider further reserves all tracts, parcels, and strips of ground shown on said plat and not specifically dedicated hereby.

Easements and rights of way are hereby expressly reserved in and over all parks and parkways, and in and over a strip of land ten (10) feet wide along the rear lot line of each lot in said Subdivision where the same is indicated on the plat thereof by dotted line, and in and over each road and roadway in said Subdivision for the construction and maintenance of poles, wires, conduits and necessary attachments in connection therewith, for telephone service and the transmission of electric power, and for other public and quasi-public purposes (except the right to construct water wells, poles, or other structures in the portion of such roads or roadways used for travel), and the right is reserved to enter upon said easements or rights of way for any purpose for which said easements or rights of way are reserved, provided, however, that the premises shall be left in the same general condition as when entered upon. The right is reserved to suspend, at a reasonable height, over any lot, along lot or plat lines, or over any park, or road, wires from telephone or electric power line poles, and to trim or cut trees as necessary.

Lot owners shall be permitted to use the facilities of BAYLES LAKE for recreational purposes subject to such limitations and regulations as may be imposed by Sub-divider, its successors and assigns, which said license or permission shall be transferable only with possession or title to such lots.

No lot owner or owners, or person claiming by, through or under him or them, shall be entitled to sue for or recover damages from Sub-divider, its successors or assigns, for failing to maintain any given level of the water in said Lake, or by reason of, or as a result, directly or indirectly, of the maintenance of water in said Lake.

Any Grantee of the Sub-divider or its successors and assigns, and any future owner, by acceptance of the deed or instrument of conveyance whereby such Grantee or future owner becomes the owner of a lot in said Subdivision, covenants and agrees with Sub-divider, its successors and assigns, and with the owner of each of the other lots in said Subdivision as follows:

SINGLE RESIDENCES EXCLUSIVELY. Said lots, except out lots, shall be used for residential purposes exclusively, and only single dwelling houses shall be constructed. No temporary residence shall be erected or located on any lot. No garage or other outbuildings shall be erected on any lot at any time that is not attached to the dwelling. No outside toilet shall ever be erected on any lot. No dwelling which has less than 500 square feet of floor space, shall be built on any lot, nor shall any building or structure of any kind or character be placed, erected or altered on any lot until plans, in sufficient detail to indicate the nature and location of the proposed structure, shall have been submitted to, and approved in writing by, Sub-divider, its agents, representatives, successors or assigns.

BUILDING LINES. No building, or any part thereof, shall be erected on any lot, to which building lines apply, unless the same is erected within or behind such building lines, the location of which are indicated on said plat by a light broken line.

GRADES. Sub-divider, its successors and assigns, shall have the right to establish the grades for all roadways and no lot shall be graded in such a manner as to cause damage to the adjoining land or any improvements thereon.

WALLS AND FENCES. No boundary wall or fence shall be constructed with a height of more than five (5) feet, and no boundary line hedge, or shrubbery shall be permitted to attain a height of more than five (5) feet. Waterfront walls, or hedges shall not be erected or permitted in excess of three (3) feet in height.

NOXIOUS WEEDS. Lot owners shall not permit noxious weeds or unsightly growth on any lot, and if any lot owner permits the same to grow, Sub-divider, its successors and assigns, shall have authority to hire the same cut and collect the cost from the owner of said lot.

EROSION. Lot owner shall not permit erosion upon his lot or lots, and in the event any lot owner shall fail to take steps necessary to prevent erosion of the soil of his lot or lots, Sub-divider, its successors and assigns, shall have authority to take such steps as are deemed necessary and to collect the cost thereof from the owner or owners of such lot or lots.

SEWAGE DISPOSAL. Lot owner shall take all steps necessary to properly treat and dispose of all sewage from his lot in such healthful, sanitary manner as will meet with the approval of Sub- divider, its successors and assigns, and the State and Local health authorities.

NUISANCES. Nothing shall be done on any lot, which may be or become a nuisance or annoyance to the neighborhood. No horses, cattle, swine, goats or other animals or poultry, except household pets, shall be kept on any lot. No sign of any character shall be displayed, except that the owner may display on his premises a "For Sale" or "For Rent" sign referring only to the premises on which displayed,

providing the form and size of such signs shall first be approved in writing by Sub-divider, its successors and assigns.

LOT OWNERS' ASSOCIATION. Lot owner shall become a member of an Association to be formed of the lot owners of said Subdivision and shall maintain membership in said Association, observe and abide by all rules and regulations adopted by said Association, and pay any and all membership dues and assessments levied by said Association.

BREACH OF COVENANT OR VIOLATION OF RESTRICTION. The breach of any of the foregoing covenants, the violation of any of the foregoing restrictions, shall be sufficient warranty and authority for the owner or owners of any other lot or lots in said Subdivision, or Sub-divider, its successors and assigns, in any court of competent jurisdiction to recover damages for such breach, or to restrain such violation, and to invoke and prosecute any and every other remedy, available at law or in equity, contemporaneously. The owner or owners of any lot or lots in said Subdivision who shall be guilty of such breach or violation, shall be liable for any costs and expenses of the complainant resulting from such litigation and shall be liable for the complainant's reasonable attorney's fees. Such covenants and restrictions shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of each lot owner in said Subdivision. No failure to enforce any right promptly, arising as a result of any default in the performances of any provision hereof, shall be construed to operate as a waiver of any covenant or restriction.

LIMITATIONS. Each of the foregoing restrictions shall be in full force and effect for a period of ten (10) years from the date of the filing of the plat of which this acknowledgement is a part, and shall automatically be extended thereafter for a successive periods of ten years duration each, except that the owners of a majority of the lots in said Subdivision may, prior to the expiration of said ten (10) year period or any successive ten (10) year period, execute and record in the Recorder's Office of Iroquois County, Illinois, an instrument in writing abrogating any part or all such restrictions, effective at the end of such period.

Any conveyance of any tract, outlet or lot, or any contract in reference thereto hereafter made by the present or any future owner, wherein lands are conveyed or contracted, or recited or described as being in said Subdivision shall, by the use of such description, be taken and construed as incorporating therein the easements, detriments, restrictions, covenants and benefits in this instrument recited as being applicable and pertaining thereto.

This instrument is made, executed and delivered pursuant to authority given by the Board of Directors of said Corporation at a Special Meeting thereof held on the 17th day of November, A.D., 1952, at 8:30 o'clock P.M. IN TESTIMONY WHEREOF, the said BAYLES LAKE, INC., a corporation has hereunto caused its corporate seal to be affixed and these present, to be signed by its President and attested by its Secretary the 8th day of December, A.D., 1952.

BAYLES LAKE, INC.  
By: D.B. BAYLES, President  
(SEAL)  
ATTEST:  
Warren Pacey  
Secretary

STATE OF ILLINOIS  
COUNTY OF FORD

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, do hereby certify that D.B. BAYLES, personally known to me to be the President of BAYLES LAKE INC., and WARREN PACEY, personally known to me to be Secretary of said corporation whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered said instrument of writing as President and Secretary of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand a notarial seal the 8th day of December, A.D., 1952.

Miriam D. Bolick  
Notary Public  
(SEAL)

(January 15, 2021)