## RULES AND REGULATIONS FOR USE OF THE LAKE AND LAKEFRONT HOMES - 2022

## Updated 9/21/2021

The following statements are extracted either from the conditions of purchase of Lake Frontage property or from minutes of meetings attended by the Association, and represent the majority wishes. Lake Frontage Property owners are automatically members of the WILLOW LAKE ASSOCIATION, Inc. in accordance with the Association By-laws, Article I, Section 2.

Enforcement of these policies is the responsibility of all Association members.

- 1. WILLOW LAKE is a private lake owned by the 48 frontage properties.
- 2. There is no public access or right of access by persons who are not members of the Association.
- 3. Visitors may access the lake at the specific invitation of a lake frontage property owner, but only through that owner's property.
- 4. Guests on the water must have a signed pass. The pass is good for ONE day only, and only one name per pass. All passes must be signed and dated by the property owner. Passes may be obtained from a board member on request. Passes may also be obtained from the website at <a href="https://www.willow-lake.org">www.willow-lake.org</a>.
- 5. Motor boats are prohibited except for maintenance purposes as approved by the Board of Directors on behalf of the Association. Electric trolling motors are acceptable.
- 6. All motorized recreation vehicles are banned from the lake, i.e. no snowmobiles, ATV's, etc. Snow clearing equipment for recreational purposes is acceptable.
- 7. Fishing is restricted to lake lot frontage property owners and their guests who will obey the catch limits imposed by the State of Illinois or limits imposed by the Association.
- 8. Fishing is absolutely NOT permitted from the dam, in the catchment pond or from the bridge by anyone.
- 9. To prevent the introduction of unwanted species, the use of minnows, leaches and shad are not permitted.
- 10. Dues are currently \$60.00 per month, payable to Willow Lake Association and must be submitted to the treasurer by the first of the month. Dues may be paid in full by December 31<sup>st</sup> of the previous year for a discount of 5%.
- 11. There is to be no access to the dam or spillway except for the purposes of maintenance and mowing.
- 12. No Association Member may lease any part of their property located within Northern Hills Second Subdivision for a period of less than twelve months, and the following provisions will apply:
  - A. Every lease shall be in writing and is subject to approval by the Willow Lake Association Board.
  - B. Every lease shall be delivered to the Association Board within 7 days of execution of the lease.
  - C. No lessee shall be allowed to rent or sublease any portion of nor the entire residence to any other party.
  - D. Each member who wishes to lease their property must provide periodic confirmation, as determined by the Association Board, of umbrella insurance policy coverage with minimum coverage of \$2 million, agreement to indemnify the Association for causes of action related to the leased premises, and confirmation of criminal background checks for all lessees.
  - E. All lessees shall be in compliance with the provisions of all covenants, by-laws, rules, and regulations of the Willow Lake Association and Northern Hills Second Subdivision and agree to the terms thereof in writing as directed by the Association Board.
  - F. Members who are currently leasing their property are required to provide a written lease compliant with this paragraph to the Association Board by October 30, 2020.

- G. Exemption. This Paragraph 12 shall not apply to any property which current Member(s) who, as of the adoption of these revised policies on October 21, 2020, have entered into leases for a period of less than twelve months within the past year, and shall not interfere with their ability to enter into subsequent leases for that property for a period of less than twelve months, with such exemption subject to the following conditions:
- i. The Member(s) shall provide the Association, by the 30th of October of each year, with proof of umbrella insurance policy or policies with coverage in the minimum cumulative amount of \$2 million;
- ii. All lessees/renters must have a criminal background check prior to execution of the lease sufficiency of which is reasonably agreeable to the Association Board, either through the Member or through the entity the Member uses to facilitate the rental;
- iii. The Member shall execute, by October 30, 2020, an indemnity agreement prepared by the Association Board holding harmless the Association for any liability from any cause of action arising out of the leased premises;
- iv. All lessees shall be in compliance with the provisions of all covenants, by-laws, rules, and regulations of the Willow Lake Association and Northern Hills Second Subdivision and agree to the terms thereof in writing as directed by the Association Board.
- v. Any exemption under this subparagraph G shall be non-transferrable and shall terminate upon a failure of the Member(s) to comply with the requirements of this subparagraph or upon any transfer of title to a new owner, other than upon transfer to an entity wholly owned by the current Member(s); should the ownership of such entity wholly owned by the current Member(s) change, the exemption shall terminate.
- vi. Failure of a Member to submit written request for exemption of their property by October 30, 2020, or failure to sign and return the indemnity agreement within 14 days of receipt, shall cause a Member to forfeit exemption under this paragraph.
- H. This paragraph shall become effective immediately upon approval via vote compliant with the By-Laws of the Willow Lake Association, Inc. (confirmed by majority vote on 10-21-2020)
- 13. Each lot owner is required to stabilize their lake bank to prevent erosion.
- 14. Lot owners are required to provide labor to support maintenance of the lake, dam and catchment pond when requested.
- 15. No materials may be placed in the lake without permission from the Board of Directors.