

# WOODHAVEN ASSOCIATION POLICY MANUAL

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## **Introduction Association Statements of Purpose**

Woodhaven Lakes is a private, leisure-time community for enjoyment by its Property Owners, their families and guests.

The Woodhaven Association is an Illinois not-for-profit corporation whose membership is comprised of owners of campsites at Woodhaven Lakes. The constitution as to the government of the Woodhaven Association is contained within the Declaration of Covenants recorded against all property at Woodhaven Lakes. This Declaration of Covenants sets forth certain rights and obligations that both the Board of Directors and the members have in maintaining the common properties owned by the Association and all the buildings, roads and improvements located thereon. The Board of Directors and the membership also have an obligation to preserve and maintain the natural resources at Woodhaven Lakes, which include the lakes and trees. In furtherance of these rights and obligations, the Board of Directors sets forth the following statements, or purposes, for the Woodhaven Association:

- Conducting its affairs in keeping with the highest ethical, moral and legal standards.
- Enforcing the Covenants and Restrictions equitably and uniformly.
- Adopting Rules and Regulations for the general welfare of Woodhaven Lakes
- Providing for the security of Woodhaven Lakes
- Protecting and preserving the lakes, trees and other natural resources of Woodhaven Lakes
- Maintaining the common properties, buildings, roads and other improvements within Woodhaven Lakes.
- Providing supervised recreational activities and educational programs for the benefit of the Property Owners.
- Communicating with the Property Owners concerning decisions made on their behalf and the reasons why those decisions were made.
- Operating businesses within Woodhaven Lakes, which benefit the Property Owners and the general welfare of Woodhaven Lakes.
- Levying an annual assessment in the amount needed to administer, operate and maintain Woodhaven Lakes to protect the current investment of the Property Owners.
- Fostering a cooperative relationship with neighboring communities and local government agencies.
- Providing effective water and sewer utility services to Property Owners and to those outlying customers connected to these utility systems.

## **SECTION 1 BOARD OF DIRECTORS**

### **01-090-0211 Code of Ethics for Woodhaven Association Board Members (01/21)**

Board Members should:

- Strive at all times to serve the best interests of the association as a whole regardless of their personal interests.
- Use sound judgment to make the best possible business decisions for the Association, taking into consideration all available information, circumstances, and resources.
- Act within the boundaries of their authority as defined by law and the governing documents of the Association.
- Provide opportunities for members to comment on decisions facing the Association.
- Perform their duties without bias for or against any individual or group of owners or non-owner members.
- Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the Association.
- Conduct open, fair, and well-publicized elections.
- These Code of Ethics also apply to Committee Members.

Board Members should not:

- Reveal confidential information provided by contractors or share information with those bidding for Association contracts unless specifically authorized by the Board.
- Make unauthorized promises to a contractor or bidder.
- Advocate or support any action or activity that violates a law or regulatory requirement.
- Use their position or decision-making authority for personal gain or to seek advantage over another owner or non-owner member.
- Accept any gifts—directly or indirectly—from Owners, Members, contractors, or suppliers.
- Misrepresent known facts in any issue involving Association business.
- Divulge personal information about any Association Owner, Member or employee that was obtained in the performance of Board duties.
- Make personal attacks on colleagues, staff, or Members.
- Harass, threaten, or attempt through any means to control or instill fear in any Board member, Member, employee, or contractor.

- Reveal to any Owner, Member or other third party the discussions, decisions and comments made at any meeting of the Board properly closed or held in executive session.
- Participate or discuss on social media or otherwise, any matters concerning Woodhaven that have not been addressed or approved by the Board.
- Engage in debate on social media concerning issues currently being discussed in committee or by the Board of Directors without prior approval.
- These Code of Ethics also apply to Committee Members.

#### **01-100-0601 Oath of Office** (01/21)

This oath is to be administered by the President to every elected member of the Board of Directors annually, at the August Board meeting and at the next scheduled meeting to any Board member appointed by the Board of Directors to fill a vacant seat. The Vice- President shall administer the oath to the President. The minutes shall reflect to whom the oaths were administered.

“Do you, (name), solemnly swear to faithfully abide by and uphold the Covenants, By-Laws, Rules & Regulations, and written Policies of the Woodhaven Association; and to abide by the Code of Ethics for Board and committee members of Woodhaven? If so, answer with “I do”.

#### **01-105-0417 Confidentiality of Speak-Up Sheets**

Board Members shall have access to the Association’s Speak-Up Sheet submissions and subsequent responses through a secure, read-only electronic file. To promote candor among the Members in submitting Speak-Up Sheets and to avoid possible negative repercussions if a Speak-Up Sheet or any information contained therein is disclosed other than in the course of official Board business, the documents are to be kept strictly confidential by the Board and Staff. The Board is being provided access to these records in their capacity as Board Members only for the purposes of Association business. Violation of this policy shall be treated as an improper act within the meaning of Policy 01-160-0790 and processed as set forth within that Policy.

#### **01-120-0505 Officer Elections** (also see BL VII f) (01/21)

Officers of the Association shall be elected by the Board of Directors at the first regularly scheduled meeting following an election of the Board of Directors. The election of officers shall appear on the meeting agenda as the second item of business, following the Oath of Office for all Board Members. The order of elections is as follows: President, Vice President, Secretary, and Treasurer. The election of officers shall proceed as follows:

1. The most senior member of the previous Board whose term has not expired shall preside pending the election of a President.
2. Any Board member, including the presiding Chair, may enter a nomination for election to office. A nomination is not a motion, and thus does not require a “second”.
3. The presiding Chair will indicate who the Recording Secretary will be for the election.
4. The presiding Chair may speak in discussion and will vote as a Board member.
5. The presiding Chair calls for other nominations 3 times before closing nominations.
6. In the event of multiple nominations for the office in question, a secret vote will be held.
7. The written votes will be tabulated by the Recording Secretary, verified by the presiding Chair, announced to all present, and the result entered into the minutes.
8. The ballots will be immediately destroyed.
9. In the absence of other nominations for the office, the Chair will declare the nominee elected.
10. The newly elected President will then chair the election process for the remaining offices.
11. The newly elected officers will immediately assume their respective positions.

#### **01-140-0790 Limitation of Powers**

No Director shall take any action on behalf of the Association or the Board of Directors unless specific authority has been granted by a majority of the Board of Directors or by a written policy adopted by the Board of Directors.

Actions taken in good faith, during a situation of emergency by the President without prior authority will be ratified by the Board at the next regular meeting of the Board of Directors. (01/21)

### **01-160-0790 Indecorous Acts**

A Director having knowledge or reasonable belief of any improper or indecorous act by another Director, officer or employee of the Association or its subsidiaries or ventures shall promptly disclose such act to the President of the Board of Directors.

Upon disclosure to the President of such acts, the Board of Directors shall meet in Executive Session to decide what course of action, if any, should be taken with regard to such indecorous or improper act.

Indecorous or improper acts of the President should be disclosed to the Vice President who will Chair an Executive Session of the Board to decide the course of action, if any, to be taken with regard to such indecorous or improper act.

### **01-170-0699 Directives to Staff**

With the advice and consent of the Board, the President shall give direction to the Executive Director and/or General Manager. No Board Member shall direct any employee to take action unless the Executive Director or General Manager has approved the action or unless the Board has approved the action either by motion or resolution.

### **01-180-0699 Rules of Order**

Meetings of the Board of Directors will be conducted according to Robert's Rules of Order (current edition) as the parliamentary authority.

### **01-190-0426 Board Meetings**

Meetings of the Board shall be open to any owner except for portions as described in Policy 01-193-0514 Executive Sessions. At the direction of the Board President, the Executive Director of the Association will prepare an agenda no less than 5 days before each regular Board Meeting, delivery of the agenda, and support documents will be sent via electronic mail. Board Members may add or delete items from the agenda and may change the order of presentation by the majority vote of the Board present. Prior to the start of the meeting, a Section Representatives Report may be given. Items on a regular meeting agenda may include any or all of the following:

- Call to Order
- Roll Call
- Approval of Prior Minutes
- Executive Session
- Consent Agenda
- Committee Reports
- Agenda Changes
- Unfinished (Old) Business
- New Business
- Officer's Reports
- Manager's Reports
- Member Business from the Floor
- Future Agenda Items
- Adjourn

Directors wishing to place items on the agenda should contact the President prior to the preparation of the final agenda.

Directors may participate, as part of the quorum, and act at any meeting of the Board through the use of remote systems (e.g. conference call, zoom, go to meeting, etc), provided any such mechanism permits all persons participating in the meeting to communicate with each other.

Board Members attending remotely may do so only twice annually; absent express permission of the Board President.

If technology limits remote participation, requests will be approved on a first come first serve basis.

If conditions are such that the Board President declares that an in-person meeting is not feasible (e.g. weather, site closure, etc) then the Board may conduct a meeting through use of remote methods; provided all Board members are permitted to so attend and any Owner who desires is permitted to log in to monitor and review.

### **01-191-0514 Consent Agenda Items**

Items listed on the Consent Agenda shall be sent to the Board members no less than 5 days before the regular meeting. Board members will be responsible for reading and knowing the cases to be included on the Consent Agendas. Any Board member may pull a case from the Consent Agenda for further discussion.

## **01-193-0514      Executive Sessions**

1. An Executive Session of the Board of Directors may be convened by the President or by a majority vote of the Board of Directors.
2. Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to consider third party contracts or information regarding appointment, employment, or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the association or a Owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Owner.

## **01-210-0305      Retention of Records**

Policy: The following requirements are hereby established for the retention of records of the Woodhaven Association and its subsidiaries.

1. The following records should be retained permanently.
  - a. Annual Financial Reports
  - b. Articles of Incorporation
  - c. Association Covenants & Restrictions and By-Laws
  - d. Audit Reports
  - e. Capital Stock Information
  - f. Cash Journals
  - g. Chart of Accounts
  - h. Deeds and Title Records
  - i. Depreciation Schedules
  - j. General Journals
  - k. General Ledgers
  - l. Property Records
  - m. Pension Records
  - n. Tax Records and Returns
  - o. All Records Related to Real Estate Transactions
2. The following records should be retained for at least ten (10) years, with the period beginning at the END of the fiscal year in which the document was created.
  - a. Check Registers
  - b. Accounts Payable Registers
  - c. Board Meeting Minutes
  - d. Corporate Contracts (20 years after termination)
  - e. Sales Journals
3. The following records should be retained for at least seven (7) years, with the period beginning at the END of the fiscal year in which the document was created.
  - a. Accident Reports
  - b. Bank Statements
  - c. Assessment Invoices
  - d. Commission Reports
  - e. Vendor Contracts
  - f. Leases (after termination)
  - g. Inventory Records
  - h. Invoices
  - i. Building Repair Records
  - j. Accounts Payable Ledger
  - k. Accounts Receivable Ledger
  - l. Fixed Asset Records (after disposal)

4. The following records should be retained for at least five (5) years, with the period beginning at the END of the fiscal year in which the document was created.
  - a. Departmental and Employee Expense Reports
  - b. Interim Financial Reports (monthly)
  - c. Bank Deposit Slips
  - d. Bank Reconciliations
  - e. Budgets
  - f. Equipment Repair Records
  - g. Insurance Policies (after expiration)
  - h. Petty Cash Records
  - i. General Correspondence Records
5. The following records should be retained for two years, with the period beginning at the END of the fiscal year in which the document was created.
  - a. Board Election Records
6. Records related to payroll and employment should be retained pursuant to rules and guidelines as established by federal and state record-keeping requirements. When an item is covered by both federal and state regulations with different schedules, the one with the longest retention period will be followed. Such records include, but are not limited to:
  - a. Payroll Journals
  - b. Employee Contracts
  - c. Medical Records
  - d. Time Sheets
  - e. Workers' Compensation Reports

## **SECTION 2        ELECTIONS AND REFERENDUMS**

### **02-100-0426     Board Candidate Campaigning Requirements**

For the purpose of this policy campaigning shall refer to activities pursued by the Candidate which shall include submitting written information for publication, attendance at forums and meeting or other organized events and opportunities. The Candidate is solely responsible for their campaign efforts.

1. Each Candidate must submit an autobiography by the deadline established by the Board, with no more than 200 words, as counted in Microsoft's Word Program. Statements of fact that imply the Candidate has achieved, experienced, and/or is accredited must be supported. Agents authorized by the Board of Directors have the right to verify statements if needed.
2. Each Candidate must submit a position statement by the deadline established by the Board, with no more than 200 words, as counted in Microsoft's Word Program.
3. Each Candidate may submit or consult with an Association staff member to help design an 8 1/2" x 11" poster/flyer that the Association will post on all comfort station bulletin boards. Candidates can request an additional 10 printed copies which the candidate can post at the locations listed below. The intersection of Woodhaven Dr. West and Greenbrier
  - a. Blue Gill Lake, corner of Woodhaven Dr East and Millridge Trail
  - b. The Association Office
  - c. The Lakeview Building/Trailside Building
  - d. The Rec Plex
  - e. The Family Center
4. Flyers/posters or any other Candidate materials are not allowed to be posted at any Association-owned facilities except those listed above. This includes store front windows, walls, posts, and election materials and/or signs may not be placed in or on any vehicles.
5. Printed material requirements:
  - a. Must be stated or translated in English
  - b. Must be submitted to the Association Office, either in hard copy format or electronically.
  - c. Must be authorized by the Election Chair prior to posting or distribution.
6. Candidates are not to use Woodhaven Association's social media accounts for the purpose of campaigning.

7. Door-to-Door campaigning and/or approaching any person in or around Woodhaven facilities is prohibited except for authorized functions and events. The Association will provide copies of the poster/flyer to be utilized at the Candidate Meet and Greet or any other organized election event.

### **02-120-0699 Ballot Recipients**

The following guidelines will be used when determining who will be mailed a ballot in accordance with the Declaration of Covenants (Amended) and Bylaws, of the Woodhaven Association.

1. Elections
  - a. Ballots will be sent to:
    1. Members in good standing with the Association.
    2. Members who are in the process of protesting the issuance of a citation, and who are otherwise in good standing with the Association.
    3. Entities (other than the Association) holding fee simple title to a Campsite in good standing with the Association.
  - b. Ballots will not be sent or issued to:
    1. Members and entities owing full or partial assessment or charges incurred as a result of fines, fees, penalties, repairs or other charges from the Association or its subsidiaries.
    2. the Association
2. Referendums and Amendments to the Declaration of Covenants.
  - a. Ballots will be mailed to:
    1. Members In good standing
    2. Entities holding fee simple title to a Campsite
  - b. Ballots will be issued to the Association. Campsites owned by the Association will be voted on by the Board of Directors.
  - c. Ballots will not be issued to:
    1. Members and entities owing full or partial assessment or charges incurred as a result of fines, fees, penalties, repairs or other charges from the Association or its subsidiaries.

### **02-130-0512 Referendum and Election Voting Process (02/20)**

1. Referendums and Amendments
  - a. The Board will determine if the voting process will be conducted electronically or by hand.
  - b. Notification explaining the process will be made to the membership prior to ballots being distributed.
2. Election Voting Process
  - a. The Board will contract with a third-party electioneering agent to act as tabulator.
  - b. The Board will notify the membership on acceptable technological methods of voting being used, in addition to mailed in ballots.
  - c. The Association Administrators will determine eligible voters prior to mailing ballots out using the following information:
    1. A current trial balance
    2. Board decisions noting Members in violation of the Covenants, By-Laws, and/or Rules.
3. Election Counting Procedures for Mailed in Ballots:
  - a. On the morning of election counting: enter payments, check on-line payments and run trial balance by section and lot.
  - b. All envelopes will be scanned into the computer to create a database to reference against the online votes, and the trial balance.
  - c. If the envelope is not the one provided by WHA, this will be placed in the unidentifiable basket to be reviewed by the Election Committee.
  - d. Remove delinquent lots, place in assessments owing box
  - e. Remove old Member, check against Office Associate's list
  - f. Open outside envelope, if more than one "BALLOT" envelope verify owner's status and or if double lot.
    - Bundle envelopes with rubber bands, place in basket.

- g. Open "BALLOT" envelopes.
  - If more than one ballot is in the "BALLOT" envelope leave in and place in invalid box
- h. Verify ballots, this will be done by the election company's machine as they are processed.
- i. Hand ballots to electioneer for tabulation.
- j. Clip ballots; place in file then store in file box.
- k. Complete election record sheet.
  - Have EC members initial.
- l. Place ballots and tally sheet in box; store in basement.
- m. Prepare Secretary's Election Report for Annual Meeting.

## **SECTION 3 COMMITTEES**

### **03-100-0790 Committee's Relationship to Board**

Standing committees, as well as ad hoc committees, make recommendations to the Board with the full understanding that the Board is bound only to give such recommendations serious consideration. The Board is not obligated to act on any recommendation but its own. Members of staff will be assigned to each committee to facilitate the committee's needs.

### **03-120-0603 Appointment of Standing and Ad-Hoc Committees (01/21)**

1. Owners in Good Standing may serve on only one standing committee at a time but may be eligible to serve on an ad-hoc committee or the Environmental Committee at the same time.
2. Immediate family members of a standing committee member may not serve on the same committee.
3. Immediate family members may serve on an Ad Hoc committee at the same time.
4. Immediate family members may not serve on the same committee as a family member who also serves on the Board of Directors. (03/07)
5. If a Committee Member is elected or appointed to the Board of Directors, a resignation from that committee will be automatic.

### **03-130-1113 Term of Appointment to a Standing Committee**

Property Owners are appointed to the standing committees for a 4-year term. Appointments will be made at the November Board meeting of odd years. Terms commence on January 1 and expire on December 31. Committee terms under this policy are in effect as of January 1, 2014.

### **03-140-0601 Removal from Committee**

1. A member of any committee, standing or ad-hoc, may be removed from office for cause by majority vote of the Board upon recommendation of the committee chairman.
2. Causes for removal include:
  - a. Failure to attend 3 consecutive scheduled meetings without prior notice to the chairman.
  - b. Actions deleterious to the functions of the committee or to any of its members.

### **03-150-1113 Committee Chair or Liaison Assignments**

A member of the Board of Directors will be assigned in accordance with the By-Laws to chair the Facilities Planning, Finance and Communications Committee, or act as a Liaison to the Boards of Review. Chairpersons of the Boards of Review will be appointed by the Board of Directors.

Board of Director Members who are assigned as liaison to a Board of Review are there for the purpose of observing the proceedings, providing counsel when requested, and reporting back to the Board of Directors with any questions or concerns. They are not to participate in the questioning or deliberation of the Review Board members. Liaisons may from time to time communicate requests or decisions of the Board of Directors.

Directors that serve as a committee chairman do so as a presiding officer and will vote in the event of a tie on the business before the committee.

### **03-160-0699 Responsibilities of Committee Chairman (01/21)**

The Chairman will submit, at each Board meeting, in writing, a report of the committee's most recent action. In most cases the minutes of the most recent meeting/meetings will suffice. At the appropriate time in the order of business, the Committee Chairman or Board Liaison will bring to the Board's attention any recommendations the committee may wish the board to act upon. The Chairman will also:

1. Expedite business through efficient committee meetings.
2. Communicate freely with all committee members regarding business of the committee.
3. Be courteous and fair.
4. Protect the rights of all committee members.
5. Prevent dilatory techniques aimed to obstruct the will of the committee.
6. Appoint a member of the Committee to serve on the Election Committee.

### **03-170-0426 Communications Committee**

The mission of the Communications Committee is to be responsible for developing and recommending the content and methods of communication to Association Members, fostering public relations, and ensuring clear communications between the Board of Directors and Association Members. The Committee will keep the Board of Directors informed of the interests of the Association Members and make policy and procedural recommendations that pertain to communications between the Board and the Membership. The principal responsibilities of the Communications Committee are:

1. Review other Association Committee meeting minutes, speak up sheets, and other direct communications from Association members.
2. Identify topics of consequence or interest to Association Owners and recommend ways of informing the membership about those topics, along with staff.
3. Review, develop, and recommend strategic communication plans for messaging between the Board of Directors and Association Members.
4. Evaluate the means used to communicate with the membership and make appropriate recommendations.
5. Facilitate Member sign-in for the Annual Meeting or any special meeting of the Members.
6. During Board of Director election years, the committee will facilitate communications between the candidates and Membership.
7. Review and make recommendations to the Board of Directors regarding editorial guidelines for Woodhaven News, the Preview, and Leisure Times.
8. Perform other tasks as assigned by the Board of Directors.

### **03-180-0426 Facilities Planning Committee**

The mission of the Facilities Planning committee is to develop and recommend projects that pertain to the preservation of the physical facilities and amenities of the Association and its natural resources. The principle areas of interest are buildings, equipment, grounds, roads, lakes, trees, recreation facilities and common areas.

The Committee will accomplish their mission by:

1. Working with the staff and managers on the schedule for replacement or renovation of existing capital assets and the development of new projects.
2. The Committee will meet with managers April through November or as needed to review staff recommendations and proposals for new project concepts and to review progress on current year projects.
3. Review and recommend to the Board a schedule of Restricted Projects and Assessment Plan:
  - a. For the next fiscal year
  - b. For inclusion in the Association's 15-year Reserve Plan Projected Expenses.
4. Attend and participate in the annual Budget Workshops and Budget Hearing.
5. Perform other tasks as assigned by the Board of Directors.

### **03-190-0426 Finance Committee**

The mission of the Finance committee is to keep the Board of Directors informed of the financial condition of the Association and its subsidiaries; and make policy and procedural recommendations that pertain to financial matters. The principle areas of interest are financial reporting, budgeting, cash management, collections, insurance, investments, and sources of funds.

The principle responsibilities of the finance committee are:

1. Present reliable and timely financial reports to the Board of Directors.
2. Monitor performance of the annual operating budget of the Association and its subsidiaries.
3. Evaluate operations of the Association and its subsidiaries for cost effectiveness.
4. Determine the financial effect of policy and procedure recommendations and decisions.
5. Examine the reliability of accounting records and financial reports of the Association and its subsidiaries.
6. Prepare annual budget recommendations to the Board of Directors for the annual operating and restricted funds of the Association and its subsidiaries.
7. Attend and participate in the annual Budget Workshops and Budget Hearing.
8. Perform other tasks as assigned by the Board of Directors.

### **03-200-1099 ESAC Board of Review and Public Safety Board of Review (01/21)**

The ESAC Board of Review and Public Safety Board of Review receive authority from Woodhaven's Rules and Regulations. The purpose of the Board of Review is to conduct hearings for any person who wishes to contest the issuance of a citation under Article VI, Rules and Regulations. The Board of Review shall meet the first or second Saturday of each month, March through November, or as needed to hear any cases docketed. The chairman is a voting committee member who has the responsibility to moderate the hearings. In the event of a tie, the citation under consideration will be forwarded to the Board of Directors with no recommendation. The Board of Review shall provide, in writing, its recommendation to the Board of Directors regarding each case heard. These cases will be placed on the Board's Consent Agenda.

### **03-210-1113 Additional Committees (01/21)**

Additional committees include:

1. The Environmental Committee is a decision-making committee receiving its authority from the Declaration of Covenants. The three members and one alternate member may or may not be Owners in the Association but are appointed by the Board of Directors for an indefinite period. Committee members may be removed with a majority vote of the Board of Directors.
2. The Audit Committee meets annually upon completion of the Association's and Subsidiaries audit by a third-party accounting firm. The committee members will consist of the Board President, the Board Treasurer, the General Managers and Executive Director of the Association.
3. The Section Representative Committee, though not a committee of the Board or Association, provides communications between sections' members and the Board.
4. Establishment of Ad Hoc Committees. The President, with the consent of a Board of Directors majority, is empowered to establish ad hoc committees for the purpose of evaluating information, making recommendations, and/or assisting with specific matters or tasks concerning Woodhaven. These Committees are established and retired by way of Board Resolution and is in place for a period of four (4) years or less. If agreed by a majority of Board members, an ad-hoc committee's duration may be extended, or a specific committee may be reinstated.

## **SECTION 4 ADMINISTRATION**

### **04-100-0514 Access to Association Records by Prospective Purchasers (01/16) (01/21)**

In the event of any resale of a Campsite by a Property Owner, the Board shall make available for inspection to the prospective purchaser, the following:

1. A copy of the Declaration of Covenants, other instruments, and Rules and Regulations.

2. With authorization from the current Owner, a statement of the account of the Campsite setting forth the amounts of unpaid assessments and other charges due and owing.
3. A statement of any capital expenditures anticipated by the Association within the current or succeeding 2 fiscal years.
4. A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.
5. A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.
6. A statement of the status of any pending suits or judgments in which the Association is a party.
7. A statement setting forth what insurance coverage is provided for all unit owners by the Association.

When applicable, all costs of inspection and copy shall be the responsibility of the seller; copy rates are posted in the Association office.

#### **04-110-0514 Acceptance of Faxed or Electronic Documents**

Faxed and electronic documents will be accepted under the following guidelines:

1. Faxed documents must be received at the Woodhaven Association business office, fax number (815) 849-5116, by the stated deadline.
2. Electronic documents or reports submitted for filing electronically must include the name of the Owner making the submission and the last four digits of Member/Owner's Social Security Number; or an electronic signature must be attached

#### **04-120-1196 Campsite Occupancy Record**

A day will be based on the universal 24-hour clock. Campsite occupancy will be recorded on the general basis of an overnight stay.

#### **04-130-0213 Trusts (01/16) (01/21)**

Ownership of a campsite by a trust is prohibited by Declaration of Covenants and Restrictions, Article II. Under one circumstance, however, ownership by a trust will not be viewed by the Board as a violation of the Declaration of Covenants. The Board of Directors shall consider properties held in trust to be the equivalent of a "natural person", and shall not seek enforcement of Article II (Restriction of Ownership of Campsites), where the trustee (trustees) of such trust designates in writing a natural person by name, address, and other contact information, which natural person shall be a current beneficiary of such trust, to be responsible for receipt of notices from the Association and/or Board with respect to assessments, rules, violations, or other obligations of Property Owners at Woodhaven, and for purposes of voting as provided in 765 ILCS 160/1-30(i)(1)(vi). Such person's written consent to the designation shall be required and a copy of the portion of the trust pertaining to Woodhaven Association shall be provided to Woodhaven Association. In the event of the trustees' death, the designee, a natural person as described, shall become owner. The Board of Directors shall consider such ownership to be the equivalent of a "natural person" for the purposes of ownership of a campsite owned in trust, and the designee shall be entitled to Association privileges and subject to all responsibilities as member, and shall be the member for such campsite for all purposes under the Association's governing documents. A deed transferring ownership shall be recorded within 60 days of the trustees' death.

#### **04-150-0312 Collection Policy (01/21)**

##### **1. INTRODUCTION**

The goal of the Collection Department is to maintain collections at the highest level possible. The collection staff will employ methods that strive to prevent alienating our members while retaining a strong expectation of payment.

##### **2. BILLING AND COLLECTION CALENDAR**

The following guidelines will be used to determine an on or shortly thereafter timetable and procedures for billing accounts.

**January 15.** Annual Billing. All lots will be billed as directed by the Woodhaven Association Board of Directors and General Manager.

**March 1.** Woodhaven News Reminder. The April Woodhaven News will post a reminder of the 1st installment due date and encourage early mailing. The article will inform members that payments received after March 31 will be subject to the late fee (currently \$50.00).

**March 31.** First Installment Payment Deadline. Payments received after this date are considered delinquent and are charged a late fee (currently \$50.00).

**April 5.** Telephone Contact. An attempt is made to determine why payment is not being made and to negotiate payment arrangements.

**April 7.** Past Due Notices. The past due notice is a reminder that assessments must be paid. It serves as a notification that a late fee has been assessed to their account and that interest charges will be added beginning May 1. It states membership obligations and expectations, and requests immediate payment or contact to make arrangements for payment.

**May 1.** Woodhaven News Reminder. The June Woodhaven News will post a reminder of the 2nd installment due date and encourage early mailing. The article will inform members that payments received after May 31 will be subject to the late fee (currently \$25.00).

**May 5.** Telephone Contact. An attempt is made to determine why payment is not being made and to negotiate payment arrangements.

**May 31.** Second Installment Payment Deadline. Payments received after this date are considered delinquent and are charged a late fee (currently \$25.00).

**June 5.** Telephone Contact. An attempt is made to determine why payment is not being made and to negotiate payment arrangements.

**June 7.** Past Due Notices. The past due notice is a reminder that assessments must be paid. It serves as a notification that a late fee has been assessed to their account and that interest charges will be added beginning July 1. It states membership obligations and expectations, and requests immediate payment or contact to make arrangements for payment.

**July 1.** Woodhaven News Reminder. The August Woodhaven News will post a reminder of the final installment due date and encourage early mailing. The article will inform members that payments received after July 31st will be subject to the late fee (currently \$25.00).

**July 31.** Final Installment Payment Deadline. Payments received after this date are considered delinquent and are charged a late fee (currently \$25.00).

**August 5.** Telephone Contact. An attempt is made to determine why payment is not being made and to negotiate payment arrangements.

**August 7.** Final Notice. The final notice requests payment within 10 days or a small claims lawsuit will be filed.

**August 27.** Legal Action. Small claims suits are filed against members, who have not responded, not kept a payment agreement, or have refused to pay.

### 3. ALTERNATIVES TO FULL PAYMENT

The objective of the collection staff is to collect each account in full when payment becomes due. However, there are circumstances when a Property Owner cannot or will not pay their account in full. When this occurs, an analysis of the situation must be made. The following are the most common situations that require alternative payment arrangements.

- a. Payment Arrangement – No Late Fee. Some members take the initiative to inform the Association of their inability to meet the obligation for assessments prior to the due date. In this situation the Association will consider waiving the late fee penalty. The following guidelines should be used in determining if the payment arrangements qualify to have the late fee waived. This is a one-time only situation and may never be done again.
  1. The member has never had the late fee waived in previous years.
  2. Contact for payment arrangements is made prior to March 25.

3. Payment in full is to be received no later than 30 days past the due date.
4. The inability to pay is related to a crisis under which the member had no control (i.e. illness, loss of job).
- b. Payment Arrangement – General. Collection staff is authorized to make payment arrangements available for members who are unable to pay their account in full. The staff must emphasize payment arrangements are an exception to the rule and encourage members to plan for future years. The following criteria apply:
  1. Payment in full must be made within the calendar year. (Extended payment arrangements may be granted for multiple year delinquencies.)
  2. A completed Promissory Note must be returned to the office.
  3. Interest is charged on unpaid balances at a prevailing rate (currently 9%).
- c. Temporary Access for Partial Payment Plans. The intent of this policy is to reward members that are making an honest effort to pay their dues but are unable to pay in full by the payment due date. Temporary access is given to members who have voluntarily decided to pay their account. Access is granted once a month for a maximum of two (2) nights and three (3) days until the assessment and penalties are paid in full. The guidelines are as follows:
  1. No access will be allowed to members having a balance owing from previous years until assessments are paid to the current year.
  2. A written payment plan must be signed and returned before temporary access is allowed.
  3. A minimum monthly payment of \$250.00 per lot must be maintained.
  4. Payments must be made each month. If a payment is missed, no further access will be allowed until all payments are paid to date.
  5. Request for access must be made in advance with the collection department staff. No access is allowed without prior approval.
  6. The Collection Manager reserves the right to deny temporary access to any member who does not comply with the above guidelines. The Collection

Manager may also deny access to members who pay only when they request access or those that rely on the privilege year after year.

#### 4. LEGAL COLLECTIONS ACTIONS

When all attempts to collect assessments have been unsuccessful, it is necessary to pursue collection through small claims court. This is done after a notice is sent explaining our intent to collect through legal actions (i.e. final notice letter). The specific procedures required to complete a small claims action change periodically with new laws being enacted. Therefore, it is necessary to refer to the current Illinois Compiled Statutes before pursuing collections in this manner. The following is a general outline of the steps:

- a. Attorney Representation. Corporations are barred from appearing pro se in small claims actions. Therefore, we must have an attorney involved in representing the Association in court.
- b. Filing Small Claims Suits.
  1. Establish a court date allowing approximately 30 days to allow time to have the summons served.
  2. Serve the summons to the defendants through the county in which they reside or via a special process service contracted by the Association.
- c. Appearance Date.
  1. Members may call prior to their court date and make payment arrangements to pay their account. In this case a judgment may be entered, or the case may be continued.
  2. If the defendant does not appear a Default Judgment can be entered. Members that appear in court can discuss payment arrangements, disputes, etc. In general, if the debt is not disputed a Consent Judgment is entered. If the debt is disputed, a hearing must be set.
- d. Post Judgment Collections. Once a judgment is entered, we can proceed to collect the judgment amount, interest, costs and attorney fees. Post Judgment action includes the following:
  1. Wage Garnishments
  2. Bank Garnishments
  3. Citation to Discover Assets
- e. Specific Collection Information. Included in this policy manual is a complete explanation of post judgment procedures. This information is obtained from a collection seminar presented by Attorney Robert Markoff.

## 5. TAX DEED

The recording of a tax deed eliminates any lien interest held by the Woodhaven Association on a particular lot. It is important to remember that a tax deed may be issued but not recorded for up to twelve (12) months from the date of issuance.

The recording a tax deed eliminates only the interest we had in the lot; it does not remove the obligation of the previous owner to pay assessments and charges up to the date the tax deed was recorded.

“Take Notices” are sent to the Association and members prior to the petitioner’s request for a tax deed. The notice will state the last day for redemption of real estate taxes. This notice should be a signal for the Collection Department to put forth an extra effort to clear up these accounts prior to the recording of a tax deed. The ability to collect the account after it has been transferred by a tax deed is reduced considerably. A courtesy letter is sent to Property Owners owing only one year or less in dues.

The balance owing on an account that has a tax deed recorded should be pro-rated and the remaining portion of the year assessed to the purchaser. The delinquent balance should be evaluated to determine if it is likely to be collected. If it is believed to be collectible then the balance should be placed in Collectible Allowance for Bad Debt. If it is not believed to be collectible, it should be written off as a bad debt.

## 6. ACCOUNT NEGOTIATIONS AND WRITE-OFFS

- a. The Association has scheduled write-offs at the end of each calendar year. This accounting practice keeps the receivables in line with property values. The non-sewered lots retain one year of delinquency on the books. The sewerred lots retain three years of delinquency on the books. The accounts need to be evaluated to determine if the balance should be written off as bad debt or placed in Collectible Allowance for Bad Debt.
- b. From time to time the Collection Manager may determine if an account balance may be negotiated. The following are examples of situations when write-offs may be considered:
  1. A member has been delinquent for multiple years and now wants to pay a lump sum to clear up the debt. Interest and late fees can be negotiated if it is believed the property will be better maintained and utilized if the member brings the account up to date. However, payment must be made in the form of cash, cashier’s check or money order. No personal checks or payment options can be accepted. It is a lump sum settlement only.
  2. A member has been unable to sell their lot for a long period of time and has recently located a buyer. The balance owing combined with other outstanding costs creates too costly of a burden to market the property. The seller is willing to sign off the deed without a financial gain in order to resolve the debt owing to the Association. In this situation the Association may choose to write-off late fees, interest, and, if unavoidable, Association dues.
  3. There is legal action being done by Woodhaven on the account (i.e. Small Claims Suit) and the members have a legitimate defense as to why they should not be charged the costs (i.e. Bankruptcy).

## 7. PROPERTY TRANSFERRED TO WOODHAVEN (Lot Take Backs)

- a. Periodically members of the Association have offered their property to the Association. In some cases it is to satisfy a debt owing to the Association and in others it is simply because the members are moving, in poor health, and/or no longer want the property. The Collection Manager will make a case by case review of the facts involved to determine if the Association will accept the lot. Guidelines to use when accepting a lot are as follows:
  1. Evaluate the reason the member is requesting to deed the property to the Association (i.e. poor health, inability to pay, death of member, etc.).
  2. Encourage the owner to try and sell the lot first. They can either list it for sale in the Woodhaven News or list it with a realtor.
  3. A review of the property must be completed to determine if there is any debt owing on the lot. All debt should be satisfied prior to accepting the lot (i.e. assessments, taxes, water). A visual evaluation of the property must also be done to determine the condition of the lot.
  4. A title search must be completed to determine if it is possible to obtain a clear title to the property. This information is located at the Old Lee County Courthouse. If there is an outstanding lien, print a copy for the record.
  5. Obtain balances for any costs we have agreed to pay. This is especially important with real estate taxes.

6. If assessments are owing there should be a reasonable attempt to reduce the amount owing before accepting the lot.
  7. The number of lots in inventory and the current marketability of lots must be considered before accepting any lots.
- b. If all previous guidelines are met and the property has a clear title, the following procedures should be followed:
1. Prepare a Quit Claim deed.
  2. Send the deed to member(s) for notarized signatures.
  3. When deed comes back review the notes on the computer and verify any promised payments have been made for any outstanding costs. Obtain balances for any costs we have agreed to pay.
  4. Fill out the following forms:
    - a. Membership Papers.
    - b. Lot Take Back Sheet.
    - c. Notice to Realty and Accounts Payable.
    - d. Check Request as needed for dues, water/sewer, and taxes. Do a check request for 4/1 to the recording date for all fees except the rest of the dues.
    - e. Taxes will be paid with a Woodhaven Association check certified bank check or money order.
    - f. Credit memo from the recording date to 3/31 of the next year for the dues only. These are generally a pro-rated amount.

#### **04-160-0495 Association Vehicles**

1. All vehicles belonging to the Association and its subsidiaries shall remain on property unless used for Association business. No vehicle belonging to the Association or its subsidiaries is to be taken out of Woodhaven for personal reasons.
2. The only exceptions to this policy are those staff members currently assigned vehicles; namely, Executive Director.
3. When vehicles are taken off property, the driver of that vehicle will fill out a "vehicle log sheet" prior to their leaving Woodhaven property.
4. The Executive Director, General Manager, and department managers are responsible to ensure that this policy is strictly adhered to.

#### **04-170-0315 Resource Co-Op with Local Agencies/Businesses**

From time to time the Association will make available and/or borrow specific resources including but not limited to mowers, tractors, blowers, blades, plows, lifts and tools; in addition, staff may make available services such as copiers, postage machine, meeting rooms, training facilities, water hydrants and other amenities and services. This policy is intended as a cooperative arrangement between local agencies and/or businesses with which Woodhaven has a communal relationship. There shall be no charge or payment for personnel or described uses unless agreed upon by the Board of Directors; however non-reusable supplies such as paper, fuel, oil, etc., may be replenished or provided at cost.

#### **04-180-0121 Complaint and Hearing Procedures**

1. Comments, Questions, or Suggestions (Speak Up Sheets)

Property Owners who have questions or comments concerning any aspect of the Association and its subsidiaries; or, complaints, commendations, and/or suggestions regarding operations may submit a Speak-Up-Sheet to the Association. Forms can be picked-up and dropped off at facilities open to the membership, accessed on our website <https://woodhavenassociation.com/members/form-speak-sheet/> or on the Association's Ap. Upon receipt, speak-ups will be logged and routed to the appropriate manager for response, if needed. All attempts will be made to respond to inquiries and requests within 15 days, either verbally or in writing.

2. Hearings and Appeals of Citations

Procedures for appealing citations issued for violations of the Association's Covenants and Rules are specified in the Rules and Regulations under Article VI Section 2.

3. Resolving Inconsistencies with Applicable Laws and/or the Association's Governing Documents

- a. Owners can file a complaint with the Woodhaven Association for resolution concerning matters, which are

not pending in any court of law or administrative tribunal, regarding the alleged or perceived action, inaction or decision by the Board of Directors, administrative agents, or inconsistencies with applicable laws and regulations, including but not limited to the Association's governing documents. The Owner must submit their complaint in writing, a sample form is provided below. Completed forms shall be submitted:

- By registered or certified mail addressed to:  
 Woodhaven Association  
 Complaint Resolution  
 509 LaMoille Rd., Sublette, IL 61310

**SAMPLE**  
 The Woodhaven Association  
 Complaint Resolution Form

Name of Property Owner Submitting Complaint: \_\_\_\_\_  
 Owner's Address of Record: \_\_\_\_\_  
 \_\_\_\_\_  
 Owner's Email (optional): \_\_\_\_\_  
 Section/Lot: \_\_\_\_\_  
 Violation of:    CICCA \_\_\_\_\_ Illinois Not-for-Profit Act \_\_\_\_\_  
                          Association's By-Laws \_\_\_\_\_ Rules & Regulations \_\_\_\_\_ Policies \_\_\_\_\_  
 Explanation of Complaint: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

----- Office Use Only -----

Date Received by Association: \_\_\_\_\_ Submitted by USPS: \_\_\_\_\_ Online Submission: \_\_\_\_\_  
 Final Determination was Posted: \_\_\_\_\_

- By submitting the complaint form online on the Owners page under "Forms."
  - Hand-delivered to the Office of the Executive Director, Association Administration Building.
- The Association shall provide written acknowledgement of the receipt of the complaint to the complainant within 10 business days of receipt. Such acknowledgment shall be mailed to the address shown on the Membership Papers for the Member, and if provided, to an email address on record with the Association.
  - The complainant shall provide, with the Association's complaint form, copies of all documents that the complainant believes the Board of Directors should consider in connection with the Owner's complaint. In addition, to the extent the complainant has knowledge of the law, rule or regulation applicable to the complaint; the complainant shall provide that reference, as well as the requested action or resolution.
  - If the Association identifies additional information necessary for the Association to continue processing the Owner's complaint, then no later than 30 days after the Association's receipt of the complaint, the Association shall request such information from the complainant. If the additional information requested is not received within the time frame stated in the Association's request, and the time frame has not been extended by consent of the Board, but in no event shall be beyond thirty (30) days after the request was made or the extended time has expired whichever is later, the complaint will be deemed withdrawn and the process will terminate.
  - The Board of Directors shall hold hearing on the complaint no less than 30 nor more than 60 days after receiving the complaint and any additional information it has requested. Notice of the date, time, and location for the hearing shall be mailed to the Member's address on file and emailed to the address on record with the Association, no later than 14 days prior to the hearing date.
  - The Owner filing the complaint may, but is not required to be, represented by an attorney. If the complainant chooses to be represented by an attorney, then s/he must notify the Board of Directors that s/he intends to be represented by an attorney no later than 7 days prior to the hearing date.
  - A final determination of the Association shall be ruled on by the Board of Directors at an open meeting within 180 days after the Association received the Owner's complaint. Notification must be made in writing and marked clearly that the Board's decision is final. Written notice of the final determination is to be mailed to the address on record with the Association.

#### **04-190-0121 Surveillance Camera System**

This policy provides guidelines regarding the use of surveillance cameras by the Association. The policy outlines when and how surveillance cameras are to be installed, how images are to be stored and recorded, and the conditions under which stored images or video are to be used.

The function of surveillance cameras is to assist in protecting the property of the Woodhaven Association and Subsidiaries. The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal, criminal, or policy violations. Though cameras are recording, Association personnel are not monitoring. There will be no audio associated with any camera. The Association will not install cameras inside comfort stations, restrooms, changing areas, bathhouses, or in staff offices.

1. Surveillance cameras may be installed in common areas where the surveillance of Association property or people would be enhanced. This includes but is not limited to locations where money is exchanged with a cash register or credit card reader, pools, building doors, front gate entrance/exit, maintenance compound, store/restaurant, gas pumps, and at customer service counters.
2. Appropriate signage will be installed at facilities and amenities to provide notice of the cameras and enhance the crime prevention value of the camera.
3. Camera use will be limited to situations that do not violate the reasonable expectation of privacy as defined by law.
4. The General Manager of Member Services will function as the surveillance camera coordinator.
5. Procedures:
  - a. Video monitoring for surveillance purposes will be conducted in a professional, ethical, and legal manner.
  - b. Recorded images will not be routinely monitored and should not be relied upon for personal safety.
  - c. Information obtained through video monitoring will be retained for 30 days and used exclusively for surveillance and compliance with Woodhaven Association policy and for law enforcement purposes. Should monitoring reveal activity that violates rules or laws, an investigation will be initiated. Review of footage will be performed by specific members of the Public Safety Department, IT Department or as assigned by the Executive Director. All information retained will only be released per the Association's By-Laws and Policies as authorized by the Board of Directors.
  - d. Any person who tampers with or destroys video surveillance equipment will be subject to criminal prosecution and/or Association penalties and hearings.

#### **04-200-1223 Package Handling Policy**

Owners may receive packages via the Woodhaven Association address. The following guidelines have been established for receipt of a packages:

1. Packages must be addressed to 509 Lamoille Rd., Sublette, IL 61367.
2. Packages must be addressed to an Owner of Record as shown on the deed, and the Section/Lot of the Owner must be listed in the address.
3. Packages weighing 60 pounds or less will be accepted. Any Packages received over 60 pounds will be rejected at time of receipt and returned to carrier, at no cost to the Association.
4. The Association will log the name of the person picking up packages. The Association is not responsible for the package(s) once they are logged out.
5. Owners are responsible for the removal of packages from the Association office area.
6. Packages are expected to be picked up within a week. Packages remaining 30 days after receipt will be returned to the carrier, at no cost to the Association.
7. Non-conformance to any part of this policy will result in rejection/return of the package(s) to the carrier without notice, and at no cost to the Association. Rejection/Return of packages to the carrier will be noted in the Association log.

## **SECTION 5 FINANCE**

### **05-100-0620 Reimbursement of Expenses (01/21)**

Directors and approved committee members are eligible for reimbursement of expenses incurred because of their Association business. These expenses are limited to:

1. Gas mileage will be reimbursed up to 150 miles one way or 300 miles round trip, in accordance with Federal guidelines as of January 1.
2. Tolls, when incurred during Association business.
3. Meals, when authorized by the president, executive director, or general manager.
4. Direct payment for items purchased for the Association when authorized by a majority of the board of directors.
5. Board and/or Committee members occupying the same residence will not receive payment of expenses if traveling to Woodhaven in the same vehicle or arriving/departing within four hours of each other.

Requests for reimbursement must be made to the administration office on authorized forms. Reimbursement forms are due in the Association office quarterly beginning with March 31, June 30, September 30, and December 31.

Reimbursements for other than those expenses listed above must be recommended by the finance committee and approved by a majority vote of the Board of Directors.

### **05-110-0426 Approval of Contracts**

All contracts entered into by the Association are to be approved in final form by the Board of Directors prior to the contract being executed with the exception of contracts less than one year in duration and wherein the Association is expending less than \$15,000.

### **05-130-0503 Approval of New Projects**

1. Prior to Board approval, all new projects must have been included in the Association's long-range plan for the prior two years before the project can be purchased or constructed.
2. The aforesaid two-year limitation may be waived by two thirds of the Board members, provided that one of the following conditions exists:
  - a. The new project will generate a reasonable amount of revenue that will offset the cost of the project.
  - b. The new project will reduce future expenses by an amount comparable to the cost of the project.
  - c. The new project will improve the Association's ability to protect Association facilities, members and/or employees.
  - d. The new project is required by a local, state, or federal regulatory agency requires the new project.

### **05-140-0324 Investment Policy Statement**

The Association's primary objective is to protect the principal. The secondary objective is to generate income to supplement the Association's general operations. These objectives are met by investing under the following guidelines.

1. In operating funds, the Association can invest in treasury bills and notes; certificates of deposit within FDIC limits (CD or CDs); US government issued bonds; agency bonds; and money market funds maturing in 1 year or less. Investments are scheduled based on the anticipated spending plan established during the Association's annual budget process.
2. In restricted funds, the Association can invest in treasury bills and notes; CDs within FDIC limits; US government issued bonds; government agency bonds; and Ginnie Mae Investments. Agency bonds are limited to 75% of the restricted fund portfolio at the time of investment. Investments are scheduled to mature at dates coinciding with the Association's reserve funding needs, which schedules projects many years into the future.
3. The Association has an agreement with the First State Bank (FSB) in Mendota offering FDIC insured protection of funds in Insured Cash Sweep (ICS) accounts for the Association's operating and restricted funds, and for Woody, Inc. and Woodhaven Lakes Realty, Inc. ICS accounts provide full FDIC protection of all funds in the accounts.
4. CD investments are managed within FDIC limits; however, discretion is available when conditions result in limited exposure from institutions with a high degree of financial security, or from institutions offering excess insurance coverage protection.

5. Investing in approved options is available from the following established relationships.
  - a. FSB Mendota CDARS program – FDIC Protected
  - b. Cetera Investment Advisor – Brokered CDs, Treasuries, Government bonds and Agencies, and Ginnie Mae investment options.
  - c. Wintrust – MaxSafe Program = \$3,750,000 of FDIC protection
  - d. NuMark Credit Union – Excess Insurance Protection Provided
  - e. FNB Amboy – CDs within the FDIC insured protection limit of \$250,000.

Management shall be responsible for reviewing these guidelines with the Finance Committee at least annually to assure that they remain valid and relevant. Any recommendations as to changes should be submitted to the Finance Committee and approved by the Board of Directors.

### **05-150-0417 Capitalization of Assets**

The Association will manage assets purchased based on the following guidelines:

1. Asset items with an economic useful life of more than 12 months and with a purchase value exceeding \$5,000 will be capitalized and depreciated by the Association.
2. Assets with an economic useful life of more than 12 months and with a purchase value of less than \$5,000 will be expensed in the year they are purchased.
3. This policy will be applied for both book and tax purposes.

## **SECTION 6 PUBLIC SAFETY**

### **06-100-0996 Guests (01/21)**

Definition: A Guest is any non-owner who is on Woodhaven property or on an Owner's campsite by:

1. Using a gate pass with the Owner's permission\*, or
2. Having entered as a passenger in a vehicle properly admitted, or
3. Admission on a "Temporary Guest" pass approved by an Owner or the Association.

A person who comes onto an Owner's campsite as a casual, social, or uninvited visitor is not a "Guest" of that Owner for purposes of C&R or R&R enforcement. Such person's conduct is the responsibility of the Owner who provided a pass to the Guest.

\* A pass in the possession of someone other than the Owner is assumed to have been loaned unless theft or other unlawful possession is demonstrated. A lost pass must be immediately reported to the Association office so that it may be deactivated.

In situations where a Member/Owner has been found by the Board to have violated Covenant's and Rules restricting an Owner from renting their Campsite, the Member will be held responsible for the actions of any person(s) gaining access under these conditions.

### **06-110-0514 Law Enforcement Agencies Access to Association and/or Owner Records**

Law enforcement agencies requesting Association and or Owner records, including but not limited to Owner contact information, gate access printouts, and/or video recordings, will be required to make the request in writing using the Association's form obtained from the administration office. Requests will be reviewed and may be authorized by executive management.

### **06-120-0514 Exemption of Qualified Law Enforcement Officers from Restriction of Firearms Concealed Carry**

Sworn qualified law enforcement officers who meet the requirement of 18 U.S. Code § 926B are permitted to carry their firearms in a concealed manner.

### **06-130-1199 Fires**

A fire will be considered unattended if there is clearly no responsible person in the visual vicinity, and no response to a knock on the RV door. To be a citable fire, it will have visible flame; or, if smoldering, have combustible material in proximity, which may enable a fire to spread. An unattended fire will be extinguished by the staff present and then reported to Public Safety for warning or citation.

### **06-140-0203 Access for Trailer & Automobile Repossession**

Creditors that are requesting access to Woodhaven for the purpose of repossessing a trailer or automobile will be granted access only if one of the following apply:

1. The Property Owner has submitted written permission to the Association authorizing the creditor or their agent permission to enter the property for the purpose of removing the trailer or automobile.
2. The creditor has obtained a court order granting the authority to remove the trailer or automobile and the creditor has provided the Association with a hold harmless agreement sufficient to cover the liability for the action of the creditor removing the trailer or automobile as well as the liability of any claims arising out of the trailer or automobile removal process.

### **06-150-0306 Citations Written for Violation of Rules and Regulations**

1. A warning citation may be issued at the discretion of the Public Safety Officer with incidents of a relatively minor nature or if no other citations are on record.
2. Each violation may be issued a citation.
3. A first-time violation in each category is issued at the first level in that category regardless of citations issued in other categories.

### **06-160-0211 Use of Force Standards**

1. Designated Public Safety Personnel will be trained and certified in the use of force.
2. A list of trained personnel will be submitted to the Association's Insurance carrier.
3. Approved standards will include defensive tactics, handcuffing and use of Oleoresin Capsicum spray.

### **06-170-0213 Disciplinary Procedures for Recreational Facilities**

If after a verbal warning has been given and the inappropriate behavior continues it becomes an offense and shall result in the individual or group being required to leave the specific recreational area, or to cease recreational activity during a period of time set by the staff, or to return Association property. If repeat offenses and or rule violations occur, a citation may be issued and is subject to Woodhaven's penalties and hearings.

### **06-180-0909 Registered Sex Offender/Child Pornography**

The Director of Public Safety shall maintain a registry of individuals required to register with the Association who have been convicted for sex offenses and/or child pornography under Article 1 Section 21 of the Rules and Regulations. The individuals in the registry shall be identified by name, section and lot number, and the court where the conviction occurred. The Executive Director shall cause the publication of the registry not less frequently than quarterly in the Woodhaven News and shall publish the registry any time a new name is entered.

## **SECTION 7 SUBSIDIARIES**

### **07-100-0790 Statements of Purpose**

*Woody, Inc.*

To provide goods and services for the convenience of the members and owners of campsites at Woodhaven Lakes while also reducing the operating costs for the Association.

*Woodhaven Lakes Realty, Inc.*

To provide real estate brokerage services to Association members while also promoting the sale of campsites and preserving the Association's source of assessment income by attracting prospective campsite owners to Woodhaven Lakes.

Where applicable, Subsidiaries of the Association will provide goods and services to the general public with the objective of generating revenue, which results in a profit.

## **07-200-0790 Relationship between Subsidiaries and the Association**

### *Purpose*

The purpose of this policy is to establish the relationship between the Association and its wholly owned subsidiaries: Woody, Inc. and Woodhaven Lakes Realty, Inc.

### *Definition*

A wholly owned subsidiary of the Association is a corporation under the laws of the State of Illinois, the issued capital stock of which is owned in its entirety by the Association.

### *Shareholder*

The Association is the sole shareholder of a subsidiary. The Board of Directors of the Association shall represent and act in behalf of the shareholder and shall exercise all of the rights to which the shareholder is entitled.

### *Board of Directors*

The elected Board of Directors serving the Association shall also serve as the Board of Directors for each subsidiary operation and will conduct business operations consistent with the board powers established in the Association's By-Laws.

### *Fixed Assets*

A subsidiary shall not hold title to or otherwise have a financial interest in any land or improvements thereto, buildings, or improvements thereto, machinery and equipment, vehicles, furniture and fixtures, or to any other fixed assets.

### *Assessments*

A management and service fee shall be assessed annually to a subsidiary for management and maintenance of leasehold and common property of the Association. The Board of Directors of the Association shall, from time to time, determine the amount of such assessment.

### *Financing*

The Association shall provide working capital to finance a subsidiary in the amounts and at the times scheduled in the cash flow projection of the annual business plan authorized by the shareholder at a rate of interest and for a term established by the Board of Directors of the Association.

### *Business Plan*

The business plan shall be reviewed and recommended for approval by the finance committee and shall include:

1. A pro form statement of income and expenses.
2. A cash flow projection that schedules borrowing and repayment of working capital.
3. A schedule of additions to and replacement of lease hold property.
4. A statement setting forth the mission, objectives, and goals of the subsidiary.
5. An analysis of all planned business extensions, additions, acquisitions, and retrenchments.
6. An analysis of all changes planned in usage of leasehold land or buildings.

An annual business plan for a subsidiary shall be contained in the annual budget of the Association recommended to the Board of Directors by the Finance Committee. Adoption of the annual budget of the Association by the Board of Directors shall constitute authorization by the shareholder of the annual business plan for a subsidiary contained therein.

### *Financial Control*

A subsidiary shall provide to the Finance Committee of the Association at its meeting each month financial reports of the subsidiary's operation for the month preceding. Financial reports of the subsidiary shall be of a type and in a form prescribed by the finance committee.

### *Annual Meeting*

A subsidiary shall hold a shareholder meeting jointly with the Association's Annual Meeting, each year in August. Subsidiaries of the Association shall be subject to the By-laws, Article V Meetings of the Members.

## **SECTION 8 LAND USE**

### **08-100-0800 Visitors at Woodhaven (01/21)**

The Executive Director and/or the General Managers, acting under the Board of Directors, may, from time to time, authorize visitors to be admitted for purposes believed to benefit the interests of the Association and its members. Such authorization shall be granted only upon reasonable assurance that the security of Woodhaven will not be compromised.

### *Definition*

A visitor is any person who is not a member of the Association, a guest of a member or an employee of the Association or its subsidiaries.

The following categories of visitors will be allowed admittance under the following terms and conditions:

### *Prospective Campsite Buyers*

Prospective campsite buyers shall be admitted for a personally conducted tour with a real estate broker or real estate associate.

### *Business and Professional Persons*

Professional persons and representatives of our present and prospective suppliers of goods and services shall be admitted to conduct business with the Association and its subsidiaries and ventures.

### *Law Enforcement Officials*

Officers with the Illinois State Police, Illinois Department of Natural Resources, Lee County Sheriff's Department, and Federal Agencies (e.g. FBI, U.S. Marshall, Homeland Security, etc.) shall be admitted. Illinois State Police, IDNR and/or Lee County Sheriff's Department will be given access when in marked law enforcement vehicles or with proper identification. Federal agencies will be given access upon display of agency identification. Representatives from all other law enforcement agencies will be given access with proper identification and upon notification to Lee County Sheriff's Department.

### *Government Officials*

Officials of local, state, and federal government agencies on official business shall be admitted. An officer of the Association, the Executive Director or the General Managers may admit government officials and other dignitaries for purposes other than official business believed to be beneficial to the interests of the Association.

### *News Media*

The Executive Director, General Managers, or designate, may admit members of the news media.

### *Persons Having Reciprocal Privileges*

The Woodhaven Association may arrange reciprocal privileges for its members with certain recreational organizations. Members of such organizations entitled to reciprocal privileges with the Association shall be admitted according to the regulations governing such reciprocal privileges.

### *Recognized Youth Organizations*

The Association will make available certain common areas for camping and recreational enjoyment over a limited period of time excluding major holiday weekends, to youth groups such as, Boy Scouts, Girl Scouts, YMCA, schools, etc.. Organizations must be sponsored by a Property Owner or authorized by executive management and registered with the Department of Public Safety.

### *Group Tours*

Busloads of visitors for the purpose of touring Woodhaven and who do not intend to use the amenities may be permitted access with authorization from the General Managers or Executive Director.

### *Community and Professional Service Providers*

Agencies providing community or professional services to Owners at their Campsite such as, hospice, visiting nurses or physical therapists, and meals on wheels will be allowed access upon display of agency identification and registration with the Department of Public Safety.

### *Insurance Investigators*

Insurance agents working on behalf of Owners to process claims will be given access upon identification of company credentials and Owners name, section, and lot.

### *Other Visitors*

The Board of Directors may, from time-to-time, authorize visitors to be admitted for purposes believed to benefit the interests of the Association and its members. The Board shall consider granting such authorization only after it has received reasonable assurance the security of Woodhaven Lakes will not be compromised.

The Executive Director and/or General Managers of the Association, acting under the Board of Directors, is to take appropriate steps to assure that this policy is periodically disseminated throughout the management of the Association and its subsidiaries, and that appropriate steps are taken to avoid or eliminate actual or doubtful cases of noncompliance.

**08-120-0303 Commercial Activity on a Campsite (01/21)**

No industry, business, trade or occupation or profession is permitted to use a Woodhaven campsite as a base location. Any work or service done for hire or the offering of products for sale other than a permitted yard sale or bulletin board notice constitutes prohibited activity. The campsite may not be used to store trade equipment or supplies in a visible manner. Any advertising or other publicity efforts, either through the Association's paper, and/or social media or other social media sites, may not reference a Woodhaven campsite as a focus of inquiry. The mere mention that a vendor is a Woodhaven Property Owner would not be a violation of the C&R.

**08-135-0517 Port-a-Johns**

1. A permit may be issued for a limited time to place a Port-a-John on a campsite.
  - a. The permit is valid for a maximum of ten (10) consecutive days.
  - b. Only two (2) permits will be issued per year per Member.
  - c. A second permit may be issued after 21 days from the first permit expiring.
  - d. An application must be completed and turned in at least 48 hours prior to delivery of the Port-a-John.
  - e. Permits are to be displayed on the Port-a-John and be visible from the roadway.
  - f. The Property Owner is responsible for the unit and is to keep it clean and reasonably odor free.

The Association reserves the right to deny a permit upon receipt of complaints or failure of the Member to cooperate with reasonable requests made by the Association's agents.

**08-150-0496 Use and Maintenance of Designated Preservation Areas**

All properties within the Designated Preservation Areas are to be used and maintained as open space in their natural and wild state. To maintain their natural state, streams, lakes, and ponds will continue to be maintained by dredging or other methods used in removing sediment and controlling erosion. All ditches and drainage tubes located within the Preservation Areas will continue to be periodically cleaned out and/or repaired. Maintenance vehicles, including mowers and snowmobiles, shall be the only motorized vehicles within the Preservation Areas.

No buildings shall be constructed in the Designated Preservation Areas. Trails are permitted.

**08-160-0514 Bulletin Boards**

Bulletin boards located at the comfort stations are for the use of Property Owners and the Association. Boards will be cleared on or about the 1st of every month. Bulletin boards located within a facility is intended for Association use in promoting activities or announcements.

Contractors, vendors, and realtors are prohibited from posting and/or advertising on any bulletin boards. Postings will be removed if content is deemed to be inappropriate or in violation to this policy.

**08-170-0514 Block/Street Parties**

Groups of Owners wanting to limit traffic for the purpose of conducting a "street party" will require written authorization from the Department of Public Safety. Permits are to be applied for at the Association Office two weeks in advance. Permits will not be issued on holiday or event weekends, nor will certain roads be restricted at any time. The road will remain passable for those whose Campsites are within the blocked area; additional restrictions may apply at the discretion of Public Safety Personnel.

**08-180-0426 Use of Association-Owned Lots for Guests**

An Association-owned lot may be permitted for use by the guest of an Owner for a period up to ten (10) days on a space available basis.

1. Reservations for the upcoming year:
  - a. Will begin no earlier than April 15
  - b. Can only be made by an Owner of Record
  - c. Reservations will only be taken if Owners are in good standing with the Association at the time the reservation is booked. An Owner making a reservation must also have assessments paid through the reservation dates.
  - d. Reservations must be paid at the time of booking.
2. The host Owner will be charged \$20.00 per night, payable in advance.
3. Guests will receive Guest Lot Designated Property Owner Passes for their reserved lot.
  - a. Passes are to be picked up at the gate upon check-in.
  - b. Passes are to be returned to the gate at the end of the reservation upon departure.
  - c. If pass(es) are not returned to the gate and/or returned passes are damaged, the Property Owner of record responsible for the reservation will be billed \$20.00 for each lost or damaged pass.
4. The host Owner is responsible for any incidents that may occur because of the guest usage.
5. A maximum of two (2) reservations per calendar year per Campsite may be made.
6. Occupancy is limited to one (1) RV and two (2) tents; if no RV, three (3) tents are permitted.

### **08-190-0603 No Outlet Signs**

The Association may place at the entrance of cul-de-sacs, roads, trails, and courts “No Outlet” signs where road surface termination, when viewed from a primary or secondary thoroughfare, is not obvious.

### **08-200-0226 Woodhaven Contractor, Vendor, and Realtor Policy**

Registration, Construction Permits, and Conduct of Contractors, Vendors, and Realtors:

Persons or companies providing labor to perform a service or do a job on a Campsite are considered by the Association to be a Contractor and are subject to sections of this policy referencing Contractors. Persons or companies providing delivery or pick-up of materials or items are considered by the Association to be a Vendor and are subject to sections of this policy referencing Vendors. The Association may waive requirements to individuals or companies providing products and/or services that require specific licensing such as surveyor or who are participating in an Association activity such as open air markets and food vendors.

1. A. All Contractors, Vendors, and Realtors
  - a. Contractors, Vendors, and Realtors and their employees shall possess current property access passes specific to each person, as issued by the Association and input such pass for entry into Woodhaven properties.
  - b. Holders of Property Access Passes shall promptly display said passes to Woodhaven staff members whenever requested.
  - c. Contractors, Vendors, and Realtors or their employees who are delinquent in paying debts to the Association or its subsidiaries will not be issued a property access pass(es).
  - d. Contractors, Vendors, and Realtors shall provide copies of all professionally required certificates and/or licenses.
  - e. Contractors, Vendors, and Realtors shall display company identification on the driver’s side of their vehicle(s) in lettering no less than 1”, which is visible from the road. Signage may be magnetic, painted directly onto vehicle, or other application approved by the Association.
  - f. Property Access Pass Restriction: Issuance of a Property Access Pass does not entitle the bearer the use of Woodhaven Association property for recreational purposes.
  - g. Jurisdiction: By acceptance of a Property Access Pass, the holder shall accept the obligation for themselves and their employees to conform to those applicable rules and regulations as established for the conduct of themselves and Property Owners by the Association Board of Directors.
  - h. Contractors, Vendors, and Realtors shall be responsible to the Association for both the quality of work and the general conduct of their employees.
  - i. The Association has the right to deny the issuance of a Property Access Pass to any company or individual. Property Owners who are Contractors, Vendors or Realtors and are delinquent with the Association regarding any financial matters will be denied a Property Access Pass for their business.
  - j. Contractors, Vendors, and Realtors not registered with the Association will be treated as a guest of the Member/ Owner and will be responsible for their guest’s actions. Activity of the contractor, vendor, or realtor is restricted to the Owner’s Campsite on which pass they entered the property.

- k. There is to be no solicitation by Contractors, Vendors or Realtors by placing literature or business information of any kind on a Property Owner's Lot, comfort station or Association bulletin boards or any other area on Woodhaven property. Contractors/Vendors/Realtors may advertise for a fee in the Woodhaven Newspaper. Contractors/Vendors are automatically placed on a handout for Property Owners, and on Woodhaven's official website. Violations of this policy can result in fines and possible suspension of Contractor/Vendor/Realtor privileges.
- l. Contractors, Vendors, Realtors or their employees listed on any sex offender list or having been convicted of child pornography are prohibited from entering the Associations' property.
- m. Contractors/Vendors/Realtors are prohibited from accessing neighboring lots or Woodhaven's common areas without prior authorization, unless work involves accessing common pedestal or utilities located in easement. The contractor is responsible for obtaining permission to access neighboring property or common areas. The Contractor is responsible for restoring disturbed neighboring properties and/or easement to as was condition.
- n. Penalties, Hearings and Appeal

Violations of Policy 08-200-0226 by contractor, vendor, or realtor may result in a citation and monetary fines, refer to Article VI of the Association's Rules and Regulations Section B, 1 - 3, C and Section 5, pertaining to applicable fines and penalties; in addition to suspension of work privileges and/or revocation of Registration with the Association.

## 2. Contractor Requirements

- a. Registration to do business is granted to contractors of various professions on payment of a \$250.00 annual fee which includes: property access pass(es) for each owner, with a maximum of four passes per business; and a \$20.00 fee for each additional pass required for employees of said business. Copies of a State issued identification card is required prior to issuance of employee passes. All passes are renewed on a yearly basis with the fiscal year being April 1 to March 31. Additional or replacement passes must be paid at the time of issuance. Issuance of contractor passes, or replacement passes, must be requested by the business owner.
- b. Prior to beginning any work Contractor must provide to the Association Certificates of Insurance showing that Contractor/Partner has coverage for themselves and its employees, agents and subcontractors. Contractors insurance must provide adequate coverage for any workers compensation obligations (if applicable), equipment and automobile liability. In addition, Contractor must provide the Association proof of insurance with the Association listed as a Certificate Holder. Contractor is responsible for maintaining this insurance policy.
  - 1. Contractor must secure a general commercial liability insurance policy to cover the damages that become due in case of bodily injury, property damage and personal injury. A certificate of liability insurance must include scope of services under Description of Operations. The coverage available in types of insurance policies mentioned above must be at least:
    - \$500,000 for each occurrence
    - \$1,000,000 for personal and advertising injury
    - \$1,000,000 for general aggregate
  - 2. Contractors utilizing employees other than themselves must secure a workers' compensation insurance policy. The workers' compensation policy must cover all of Contractor's work and performance and provide coverage for all individuals providing services as employees, including family members, no matter the form of organization (i.e. LLC, partnership, corporation), in the amounts required by all applicable laws. When using subcontractors, it is the Contractor's responsibility to assure the subcontractors have workers' compensation coverage for their employees.
  - 3. Contractor must secure an automobile liability insurance policy to cover the damages that become due in case of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle or trailer owned, hired, leased, used on behalf of or borrowed by Contractor.
  - 4. Each certificate of insurance must provide that the insurer give the Association written notice of cancellation and termination of Contractor's coverage at least 30 days prior.
- c. Contractors who own property at Woodhaven must scan in with their Contractor Property Access Pass when providing a service to another Property Owner at Woodhaven. If currently on property as a Property Owner; the contractor needs to scan in with their Access Pass at the gate. When work is complete, the contractor needs to scan out on their Access Pass. Misuse of the Access Pass can result in citations and fines.
- d. Contractors are prohibited from using Woodhaven dumpsters for disposal of construction debris or packaging.
- e. Any person who makes themselves available to do work for hire shall be considered a contractor and is required to and register with the Association shall comply with all provisions of this Policy.
- f. The Association has the right to deny registration and/or issuance of a Construction Permit to any company or individual.

- g. Property Owners who are Contractors and are delinquent with the Association regarding any financial matters will be denied a Property Access Pass for their business.
3. Usage and Limitations of Contractors Registration (Vendor/Realtor when applicable)
- a. Construction Permits: All contractors performing work at Woodhaven will be responsible for obtaining proper construction permits, including Lee County permits and any related permit fees, prior to commencement of construction.
  - b. Tree Removal Permit: contractor shall verify that a permit for tree removal has been obtained and is properly posted prior to removing any trees.
  - c. Covenants and Restrictions Conformance: Contractors shall comply strictly with all requirements set forth in the C&R including regulating construction and setback requirements, and promptly calling attention to any provisions in bids, specifications, etc. in conflict with the Declaration of Covenants.
  - d. Work Standards: All work performed by vendors and contractors shall be done in a workmanship like manner and within professional standards. The Association recommends the Property Owner and/or contractor refers to current International Code Council (ICC) standards and practices. The Association has the right to consult with a third-party professional to confirm industry standards.
  - e. Stored Equipment: All Contractors' equipment shall be removed at the end of a working day unless it is being used on a lot permitted for the work. Any contractor equipment temporarily stored on a lot with a valid work permit must pertain to the active permitted work being performed. There will be no storage of contractors' equipment within Woodhaven, excluding Woody's storage.
    - 1. Licensable vehicles used by Contractors shall be removed at the end of the working day. Contractors who are Property Owners can place a licensable vehicle on their Section and Lot when an Owner pass is scanned in for the vehicle.
    - 2. Contractors who are Property Owners can temporarily place an enclosed utility trailer on their Section and Lot when the utility trailer meets the guidelines of Woodhaven's Rules and Regulations, Article VII, Section 9.
  - f. Work Hours
    - 1. Hours are 7:00 a.m. to dusk plus 30 minutes for cleanup.
    - 2. Planning activities such as contractor/owner conferences, estimating and appraisals are not considered work under this regulation and may be done after hours until 10:30 p.m.
    - 3. Emergency repair work will be permitted after hours only upon authorization of the Property Owner and/or responsible Woodhaven authority.
    - 4. Contractors entering Woodhaven for planning activities or emergency work after hours are required to submit to Public Safety the locations they are visiting.
    - 5. Contractors shall be restricted to the above listed locations during the afterhours visit.
  - g. Curfew: Contractor and Vendor employees' passes shall be invalid at the termination of daily work hours; the holders of said passes are subject to sanctions of trespass except for Section C. 6. above.
  - h. All dragging, sliding or any other related activity of sheds, rooms, trailers, or construction material without tires, will not be allowed on the Association's roads.
  - i. The Board of Directors reserves the right to revoke contractors' privileges upon written notice, when there are valid Property Owner consumer complaints against a specific contractor or actions by the contractor violate Woodhaven Rules, State or Federal laws.
    - 1. Consumer complaints against an individual contractor shall use the "Woodhaven Contractor Complaint Form" available in the ESAC Office and must be submitted within six (6) months of the date of contracted service.
    - 2. Supporting documentation in the form of written contracts, permits, photos, and other pertinent written communications between the contractor and consumer should accompany the "Woodhaven Contractor Complaint Form" to assist in validation of the complaint.
    - 3. Upon receipt of a "Woodhaven Contractor Complaint Form", ESAC personnel will forward a copy of the complaint to the contractor so any rebuttal documentation or formal statements from the contractor can be filed with the complaint. Documentation from the contractor must be submitted to ESAC within one (1) month of receiving a copy of the complaint form.
    - 4. All submitted "Woodhaven Contractor Complaint Forms" along with supporting documents from the consumer and contractor will be verified and reviewed by either a General Manager or the Executive Director.

5. If deemed appropriate through the review process by a General Manager or Executive Director, a complaint, or multiple complaints, for an individual contractor, will be forwarded to the ESAC Board of Review for a formal hearing. The hearing will take place at one of the ESAC Board of Review's regularly scheduled monthly meetings.
  6. The ESAC Board of Review will review all written complaints and accompanying documentation provided by both the Property Owner consumer(s) and contractor and also allow for in-person testimony regarding the complaints from all relevant parties.
  7. Upon completion of the Board of Review hearing, the ESAC Board of Review will provide any recommendations, up to and including revocation of contractor privileges, to the Board of Directors for review.
  8. The decision of the Board of Directors is final.
  9. The sole purpose of the contractor complaint process is to determine present and future contractor work status and privileges specifically within Woodhaven, and is not intended to resolve, eliminate, or replace any civil matter proceedings, disputes, or legal actions between parties.
4. Vendor and Realtor Pass Requirements
- a. A Vendor or Realtor Property Access Pass is granted to Vendors of various professions and Realtors on payment of a \$10.00 annual fee which includes: A single pass for the Vendor or Realtor; and a \$10.00 fee for each additional pass required. All passes are renewed on a yearly basis with the calendar year being April 1 to March 31.

**08-210-0315 Variance Appeals (01/21)**

1. Variance Types

The ESAC Department may recommend to the Environmental Committee that reasonable and consistent variances from code for improvements (First Class only) be approved for:

- a. Improvements placed or constructed in violation of the Covenants and Rules, or when the literal application of the code presents an undue and demonstrable hardship to Property Owners and such variance will not merely serve as a convenience to the Property Owner but will serve to alleviate such hardship.
  1. No additional First-Class improvements that will impede future compliance with the Code may be made to a lot on which a variance is recorded.
- b. Improvements Placed or Constructed on Double Lots Owned by Same Person.
  1. This type of variance is granted for an improvement constructed or placed on two adjacent lots owned by the same Property Owner (double lot owner) with improvements encroaching on or crossing the common boundary lines between the lots.
  2. Express conditions of such a double lot variance (5/18):
    - a. The double lots can only be conveyed to the same new owner. If, for any reason, they are sold to separate individuals, the double lot variance is nullified and both lots must be brought into full compliance as two individual lots.
    - b. Improvement restrictions for the two lots together may not exceed a total of 1,712 sq. ft., broken down as follows: 720 sq. ft. RV, with no one unit being more than 400 sq. ft.: 400 sq. ft. room enclosure, 400 sq. ft. covered deck, and storage buildings not to exceed 192 sq. ft. with a maximum single size of 96 sq. ft.
    - c. A 2nd mobile RV may be parked on the double lot within the Class I setback lines provided that a minimum 5' space exists between the RV and any other Class I improvement.

2. Variance Application and Procedure

- a. The following must be provided in the variance application:
  1. A plat of survey by a licensed Illinois surveyor, showing lot and improvement locations. In the case of a proposed double lot improvement, an accurate drawing showing location of the improvements in relation to the common boundary line.
  2. A letter containing a description of the non-conformance and the justification for the variance. The reason for the variance must be complete and include all relevant facts supporting the request and accurate sketches or drawings.
  3. Documentation to show when the non-conforming improvement was constructed or placed on the lot.

4. All applicable fees must be paid in advance when applying for a variance.
5. Variance agreement signed and notarized.
- b. Environmental Standards and Control Department provides:
  1. A file review, lot inspection and summary of approved permits.
  2. Documentation showing that all adjacent Property Owners have been notified by certified mail and given an opportunity to respond.
  3. All approved variances must be recorded in Lee County and a copy of the recorded variance filed with ESAC.
- c. Environmental Committee will provide:
  1. Review of all variance request information and render a decision and provide reasons for either approval or disapproval.
  2. All decisions may be appealed to the Board within thirty (30) days of notification.
- d. The Board of Directors
  1. The Board may waive any of the variance policy requirements when extenuating circumstances require, by a  $\frac{3}{4}$  vote of the Board.
  2. Variances shall go with the land and shall be an encumbrance of property and deed for which it was granted.

**08-211-0121 Corner Lot Setback Designation**

In the case of a corner lot, the long side bordering a road will be designated as side lot line, and the side setbacks and easement will apply. The short side on the intersecting road will be designated the front of the lot and the front setbacks and easement will apply. Any more restrictive platted utility easements would supersede.

**08-212-0121 Obtaining Permits**

Applications for both Woodhaven and Lee County building permits, and mowing, tree removal, and demolition permits may be obtained at the ESAC office. Permits for 2 RVs or additional tents can be obtained at the Front Gate.

**08-220-0315 Utility Trailers**

When determining the length and width of a utility trailer with a tapered front, as it relates to Article VII Section 12 A of the Rules and Regulations, the Association will go by the dimensions as they are stated on the title; if not identified on the title, staff will exclude from their measurements, the area which makes up the "V" or "U" front of the trailer.

**SECTION 9 ENVIRONMENTAL**

**09-100-0790 Shoreline Standards (03/06) (5/17)**

The setback requirements (as outlined in the Covenants and Restrictions) should be strictly enforced. Appeals may be made before the Environmental Committee.

Property Owners wishing to utilize applicable lakeshore building setback of 24' from one foot above normal lake elevation will first need a Water Boundary Survey showing 24' setback. For the purpose of locating one foot above normal lake elevation, the rim of the spillway for each lake shall be used as the point of reference.

The easement from the property pin to the lakeshore may not be developed for usage, i.e. fire pits, patios, or structures of any kind. Temporary camping items, such as chairs, or portable firepits may be used, provided they are relocated within the property setbacks when the Owner is not on property. (5/17)

The Association will attempt to remove beaver, muskrat, and other wildlife when their uncontrolled number may be destructive to private property and/or to the lake shoreline.

**09-140-0306 Citations Written for Violation of Lot Improvement Codes (01/21)**

1. Multiple code violations found in the same inspection will result in one citation, unless specified otherwise.
2. The fine for multiple violations will be applied based on the Penalty Schedule.
3. Failure to comply within the time frame given by ESAC, Public Safety, and/or Resource personnel, will call for continued citations at the most egregious offense remaining, unless specified otherwise.
4. Violation of sanitary waste dumping may result in repetitive citation and/or suspension of privileges if Owner continues with the violation after notice is given.

## **09-150-0514 Property Markers (pins)**

### **1. Bent boundary marker and First Class Permits**

Property Owner is notified by letter of the compromised boundary marker on the property and provided the following options (5/18):

- a. Property Owner obtains either a boundary survey or pin verification from an Illinois Registered Land Surveyor to establish definite placement of the bent Boundary Marker.
  - b. Where a single bent boundary marker is on the same side as the improvement to be placed on the property; an increased setback of nine (9) feet on the affected side either right or left and back; and seventeen (17) feet from the front. A Hold Harmless must be signed by the Property Owner acknowledging they understand and accept the potential risk and/or liability which may occur due to a First-Class improvement being placed from the compromised boundary marker. Permission to build will be given upon receipt of the Hold Harmless or;
  - c. Where a single bent boundary marker is on the opposite side as the improvement to be placed on the property; the setback remains seven (7) feet from the side(s) and back, and fifteen (15) feet from the front. In addition, a Hold harmless must be signed by the Property Owner acknowledging they understand and accept the potential risk and/or liability which may occur due to a first class improvement being placed on their property where a compromised boundary marker exists. Permission to build will be given upon receipt of the Hold Harmless.
2. If it is noted Property Owner "A" has an Illinois Registered Land Survey and Property Owner "B" also has an Illinois Registered Land Survey on file which conflict the following will be done:
- a. The Illinois Registered Land Survey of Property Owner "A" will be honored by the ESAC Department, and items placed on the property based on their survey will be considered to be in compliance; until such time as the survey discrepancy would be resolved between the two Illinois Registered Land Surveyors which conclusively reflects them to be in noncompliance. Should Property Owner "B" wish to apply for a First-Class Permit, their Survey will be honored and placement based on said Survey.
  - b. The ESAC Department would not require another Survey to be completed on the property unless a boundary marker is damaged or missing. As noted, the Illinois Registered Land Surveyors are responsible for correct placement of a boundary marker.

## **09-160-0116 Beach Swimming Area Closures (5/17) (01/21)**

In an effort to minimize potential health risk related to hazardous algae blooms (HABs) present in the lake water at Woodhaven Lake Beach, the following guidelines will be used by the Lake Manager or Recreation Director to determine if the Beach swimming area, or portions of, will be closed.

- Algae blooms will be regularly tested for levels of the toxin:  
Microcystin Advisory Posting: >10 ppb  
Closing: >20ppb
- E Coli concentrations will be tested for every two weeks. Closing: >100 ppm

Woodhaven Lake Beach will close immediately upon notice from the State of Illinois Department of Public Health for any reasons they deem necessary.

## **09-170-0121 Terrain Modifications**

Where authorized modifications made to a Lot's terrain either from excavation, fill material, or terracing impacts Oak trees, making them susceptible to Oak Wilt, the Owner must sign a Hold Harmless with the Association releasing the Association from any future financial obligation for removal of compromised trees.

## **SECTION 10 MEMBER SERVICES**

### **10-100-0790 Governing Documents**

The following documents are known as the official documents and govern the conduct of the Association, the Board of Directors, committees, and Association members.

#### *Articles of Incorporation*

These are the original articles filed with the Secretary of State upon the initial act of incorporating the Association.

#### *Declaration of Covenants*

This document stands as the underlying authority for the Association Bylaws, the Rules and Regulations, and the Policy Manual of the Association.

### *By-Laws*

This document describes the way the board conducts its business, the organization of the board and officers, the powers and duties of its officers, and the relationship between the Association, its board and Association members. This document can be changed by a majority vote of the board of directors except for specific portions that require more than a majority vote. Those portions of the bylaws requiring more than a majority vote of the board can only be amended by an affirmative 3/4 vote of the board of directors.

### *Rules and Regulations*

This document describes how members may conduct their activities at Woodhaven. This document can be changed by a majority vote of the board of directors.

### *Policy Manual*

This document is comprised of directions of the board of directors to staff and includes procedures for the conduct of board business. This document can be changed by a majority vote of the board unless specific portions specify otherwise.

#### **10-110-0699      Membership Passes (3/19)**

Each Campsite is assigned four (4) passes that must be replaced by Member/Owner at his/her cost if lost, stolen, outworn, or damaged. Activation of passes otherwise continues if Member/Owner is in good standing with the Association. Passes may be deactivated by the Board of Directors for balance owing and/or violation of the Association's Covenants and/or Rules, or if a pass is lost, stolen, outworn, or damaged.

#### **10-111-0426      Pass Replacement**

Cost to Member/Owner to replace a lost, stolen, outworn, or damaged pass is \$20.00.

1. If an attempt is made to access property using an outworn or damaged pass, the pass will be confiscated by the Main Gate immediately. An alternate pass will be issued with a 15-day expiration date. The Member/Owner will be responsible for the request and payment of a replacement pass.

#### **10-112-0514      Temporary/Guest Passes (3/19) (4/24)**

Owners may purchase temporary passes for themselves or guests:

1. Passes are valid for four (4) days and three (3) nights.
2. Passes will only be sold to the Owner or to a guest with the Owner's authorization. Authorization required: picture identification or the Owner's social security identification code on file.
3. The cost of a Temporary/Guest Pass is \$40.
4. Guest Passes will be limited to two (2) on summer holiday and Main Event weekends.
5. Once turned in to gate personnel, will not be reissued to another party.
6. Temporary/Guest Passes are non-refundable once purchased unless requested in writing by the Property Owner before issuance to the Property Owner or guest and expiration of the pass.

#### **10-120-0699      Editorial Policy**

The following guidelines have been established as appropriate for the Association's publications:

1. That all publications convey a positive spirit. That articles contributing to divisiveness, personal debate or other negative causes be omitted.
2. That nothing be printed which could cause legal action against the Association.
3. That articles be newsworthy, sources substantiated, and errors of fact corrected before publishing, or that a retraction be published in the following issue.
4. All articles and columns must be by-lined.
5. That ads be subject to the same guidelines as editorial content.
6. That the number of issues, pages and layout be dependent on budget constraints.
7. That deadlines for editorial and ad content be published in each issue for future editions.
8. That all members of the Association be encouraged to submit articles for publication according to these guidelines.

The responsibility for monitoring adherence to these guidelines' rests with the Communications Committee.

### **10-130-0799 Woodhaven News Statement of Purpose**

1. To provide information needed by Property Owners. Information to include, but not limited to, actions and communications from the board of directors, committees, staff, and Association members.
2. To promote Woodhaven Lakes property.
3. To generate revenue through advertising sales.

### **10-140-0799 Leisure Times Statement of Purpose**

To provide Woodhaven Property Owners and guests with information needed to enjoy Woodhaven while they are at Woodhaven. Information to include, but not limited to: activities scheduled, items of a health or safety concern, and meeting notices.

### **10-150-0699 Guidelines for Letters to the Editor**

1. All letters must be signed and include return address. Names will be withheld upon request.
2. No obscene or derogatory remarks will be published.
3. Constructive criticism will be accepted but must include positive solutions to concerns.
4. Issues must be of interest to a large portion of Woodhaven (at least 1 Section) and will not express personal grievances or conflicts.
5. Woodhaven Association reserves the right to refuse publication of letters or to edit letters in the interest of space or objectionable content.
6. Editor's comments will be limited to a clarification, update or concluding report on the issue. No point of view will be expressed.
7. Limit letters to 200 words.
8. Limit total space to one-half page (26 column inches).
9. All letters will be acknowledged.

### **10-160-0699 Publication Dates and Deadlines (01/21)**

Woodhaven News will be published monthly eleven times a year with no issue in February. Deadline for ads and editorial content is the first day of the month prior to the month of publication. Issues will be mailed as close to the 15th of each month as possible.

Leisure Times will be published weekly Memorial Day through Labor Day. An additional issue will be published for the weekend following Labor Day and the weekend of Fall Festival for a total of 17 issues.

### **10-170-0121 Social Media**

In addition to Woodhaven's website, [www.woodhavenassociation.com](http://www.woodhavenassociation.com), the Association and Subsidiaries participate in social media platforms such as Facebook, Instagram, and Twitter. With the exception of a Members Only portal through the Association's website, our social media accounts are available to the public. In all cases the purpose of these accounts includes the following:

- Promote Woodhaven, its events, activities, and amenities.
  - Provide accurate information concerning the Association and subsidiaries.
  - Provide progress reports on projects or other events impacting our membership.
  - Communicate changes in events, meetings, and activities.
  - Notify the membership of emergency actions such as road closings, flooding, fire bans, etc...
1. Administration of the Association's social media sites is a responsibility of the Marketing and Communications Department. Responsibilities include but are not limited to:
    - a. Monitoring social media sites, both internal and external for accurate information concerning the business of the Association and Subsidiaries.
    - b. Approving/denying posts
    - c. Managing comments
    - d. Responding to messages and inquiries
    - e. Removing prohibited content

## 2. Prohibited Content

Comments containing any of the following inappropriate content, or other content deemed to be detrimental to the Association will not be permitted and are subject to removal and/or restriction:

- a. Profane, obscene, violent, sexual, or pornographic content and/or language.
- b. Content that promotes discrimination based on race, color, age, religion, gender, etc.
- c. Content that violates a legal ownership interest, such as a copyright or trademark.
- d. Threats to any person or organization.
- e. Conduct in violation of any federal, state, or local law or the encouragement of illegal activity.
- f. Information that may tend to compromise the safety or security of the public or public systems.
- g. Statements accusing, defaming, or derogatory in nature.
- h. Opinions or discussion on subject matters that do not pertain directly to Woodhaven or its Subsidiaries.
- i. Spam or links to other sites.

## 3. Participation by Outside Businesses

Links posted by outside businesses will be limited to once per week.

## 4. Disclaimers:

- a. The views and opinions expressed on these outside sites and by outside persons are not necessarily the views and positions of the Woodhaven Association.
- b. Photos and video footage are periodically taken of people participating in a Woodhaven activity or event or using an Association amenity. By participating in an activity, attending an event, or visiting Woodhaven common areas, you authorize the agency to use these photos and video footage in agency publications, advertising, marketing materials, brochures, event flyers, social media (including Facebook, Instagram, Twitter, and other social media sites operated by the Association), and the Association's website without additional prior notice or permission and without any compensation to you. All photos and videos are property of the Woodhaven Association.