Holishor Association, Inc

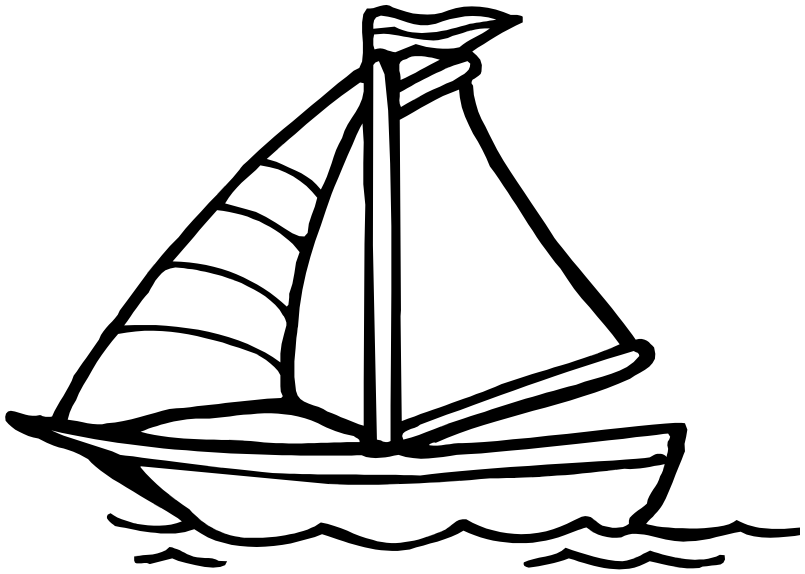
A Family Community Established 1967

Covenants

By Laws

Rules

Board Actions



Official Copy with latest Updates in Office (November 8, 2026)

Table of Contents

Part 1---Covenants ……...……...5
Part 2---Community Instruments Definitions……...…8
Part 3---By Laws
Article I
Name of Association 12

Article II
Purpose of Association.....12

Article III
Section 1 Membership
A. Membership..... 12
B. Multiple Ownership or Occupancy, Rental 12
C. Classes of Membership 13
D. Motorcraft (Watercraft) Liability Insurance 13

Section 2 Rights, Privileges, Duties & Obligations
A. Facility Rights 13
B. Violations – Suspension.....13
C. Failure to Pay Dues & Assessments 13
D. Lot Mowing 13
E. Tree Hazards 14
F. Residential Construction.....14
G. Pollution & Siltation 14
H. Animal Control 14
I. Maintenance of Property.....14

Article IV Dues, Assessments, Liens, Fees, & Interest
Section 1 Applicability.....15
Section 2 Dues.....15
Section 3 Annual Assessment (Annual Budgets) 15
Section 4 Special Assessments.....15
Section 5 Initiation Fee.....15
Section 6 Interest & Liens 16
Section 7 Selling Property 16
Section 8 Renting of Leasing Property.....16
Section 9 Methods of Payment.....17
Section 10 Sale of Outlots 17
Section 11 Subdividing of Lots-Land/Tract 17

Article V Directors
Section 1 Board of Directors 17
Section 2 Resignation of Directors 18
Section 3 Removal of Directors.....18
Section 4 Vacancies on the Board 18
Section 5 Quorum of the Board.....18
Section 6 Meeting of the Board.....18
Section 7 Powers of the Board of Directors 18
Section 8 Rules and Regulations 19
Section 9 Nominating Committee 19
Section 10 Indemnification of Directors.....19
Section 11 Officers.....19
Section 12 Fiscal Control 19
Section 13 Financial Management 19
Section 14 Director Compensation 20

Article VI Annual & Special Meetings
Section 1 Annual Meeting 20
Section 2 Special Meeting 20
Section 3 Notice of Meeting 20
Section 4 Quorum of Meeting 20
Section 5 Simple Majority 20
Section 6 Officer's Duties at Meetings 20
Section 7 Manner of Voting 20
Section 8 New Business 21
Section 9 Roberts Rules 21

Article VII Amendments
Section 1 Amendments to Bylaws 21

Article VIII Lake Lowering
Section 1 Policy 22

Article IX Penalties
Section 1 Authority 22
Section 2 Recovery of Legal Fees 22

Article X Services
Section 1 Solid Waste Management 22
Section 2 Waste Haulers 22

Article XI Boating
Elimination of Bylaw 5-17-25 22

Article XII Miscellaneous
Section 1 Trespassing and Soliciting 22

Article XIII
Fines and penalties for violation of rules and regulations 23

Article XIV
Holishor Association Administrative Procedure and Appeal Process for Violation of Rules and Regulations 24

Article XV
Shoreline Erosion Prevention 26

Part 3---Rules

Membership
Associate Member 29
Association Fees 29
Exempt Members 29
Miscellaneous 30
Membership and Guest Identification 30
Marine Identification 30
Non-Highway Vehicles 30
Club Activities 30
Building Permits 31
Moving Containers, POD's and Other Shipping or Storage Containers 31
House/Lot Numbers 31

Facilities
Clubhouse 31

Membership Privileges

Beaches 32
Picnic Areas 32
Outlots 32
Marina and Boat Ramp 33
Privately-Owned Waterfront and Lakefront Lots 33
Su Twan Lake 33
North Pond 33
Suspension of Privileges 33

Lake

Barge Rules 33
Boating Rules 33
No Wake Water Levels 34
Dredging 34
Shoreline Protection 34
Trees/Brush in Lake 34
Sale of Water 34

Property

Sale of Association Owned Lots 34
Trespassing and Soliciting 34
Punitive Fines 35

Miscellaneous

Holiday Times Reader's Forum 35
Portable Toilets 35
Ditch Maintenance 35
Yard Waste Burning 35
Mowing 35
Fishing and Hunting 36
Camping 36
Handicapped Parking 36
Free Newspapers 36
Signs 36
Tractor Trailer Rigs 37

Administrative

Board Meetings 38
Collections 38
Fiscal Year 38
Tax Exempt Status 38
Replacement and Renovation Account 38
Membership Records 38

Holishor Personnel

Absence of Association Manager 39
Association Manager Fiscal Limitations 39
Worker's Compensation & Accident Reporting 39
Worker's Compensation for Volunteers 39
Life & Health Insurance 39
Vehicles 39
Lake Privileges 39
Overtime Pay 39
Security-Uniforms 40
Vacation Pay 40

Part 4 –Board Actions

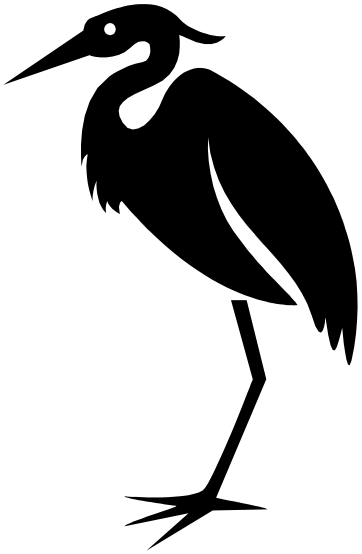
Rule Change Process 41

Covenants

PART I

Restrictions which run with the land and are recorded in the Recorder's Office of Madison County, Illinois, These restrictions are binding on all present and future purchasers of property at Holiday Shores.

All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1975. The same may thereafter, and from time to time be changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said, so agree in writing.



HOLISHOR ASSOCIATION, INC.
COVENANTS (RESTRICTIONS)

Holishor Association, Inc. is a strictly private "Membership Association". It has been formed in the interest of and for the protection, promotion and improvement of Holiday Shores.

RESTRICTIONS

The following are restrictions which appear on the sales contract signed by the original purchasers of property from Holiday Shores Inc. These restrictions run with the land and are recorded in the Recorder's Office, Madison County, Illinois. These restrictions are binding on all present and future purchasers of property at Holiday Shores. These restrictions and rules are to be used in conjunction with the Holishor Association, Inc. Bylaws.

1. Said lots shall be used exclusively for residential purposes except those lots designated as business or commercial areas on the plats aforementioned; provided, however, "Home Occupations" are permitted on said lots in compliance with the standards, limitations, rules and regulations adopted by the Holishor Board. No lots may be subdivided.

2. Not more than one single family dwelling house may be erected or constructed on one lot and provided further that no building may be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. Minimum residence living space on ground or first floor, exclusive of porch space shall be as indicated in the Holishor Bylaws. All building plans are subject to approval of Holishor and must comply with building code of the appropriate governmental entity. No porch or projection of any building shall extend nearer than thirty (30) feet from the rear line of any lot; nor within fifty (50) feet from the normal high-water line of Holiday Lake without written permission of Holishor. All conditions must comply with the Zoning Ordinance of appropriate governmental entity.

3. No waste shall be permitted to enter Holiday Lake.

4. No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers.

5. No signs of any kind shall be displayed on any lot except those expressly permitted by the Bylaws.

6. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on the lake without prior written approval of Holishor. Use of the lake is limited to members of Holishor Association, Inc., and such use shall be in compliance with the Bylaws, rules and regulations of Holishor Association, Inc.

7. Holishor, for itself, its successors, assigns, and licensees reserves a fifteen (15) foot wide easement along both sides of all road rights-of-way and ten (10) foot wide easement along the side and rear lines of each and every lot, except for that portion of any lot which abuts the shore of Holiday Lake; with the right of ingress and egress thereon for the purpose of installing and maintaining utility lines, gas and water mains, sewer lines and drainage ditches and appurtenances thereto; together with the right to trim, cut or remove any trees or brush necessary and the right to locate guy wires, braces and anchors when necessary. Except where an owner of two or more adjoining lots constructs a building which will cross over or through a common lot line, said common lot line shall not be subject to the aforementioned ten-foot easement. Holiday Shores, Inc., for itself, its successors, assigns and licensee also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against Holiday Shores Inc., its successors, assigns or licensees either at law or in equity excepting in cases of willful negligence, by reason of any damage caused said lots in installing, operating or maintaining above mentioned installations.

8. Holiday Shores, Inc., for itself, its successors, assigns and licensee also reserves the right to cause or permit drainage of surface waters over and/or through said lots. The owners of said lots shall have no cause of action against Holiday Shores Inc., its successors, assigns or licensees either at law or in equity excepting in cases of willful negligence, by reason of any damage caused said lots in installing, operating or maintaining above mentioned installations.

9. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, administrators and assigns, and if any of them shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute

and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing, or recover damages for such violation.
All of the restrictions, conditions, covenants or agreements contained herein may from time to time be changed, altered, amended or revoked in whole or in part by the owners of the lots on the Property whenever the owners of at least two-thirds of the said lots so agree in writing. Provided, however, that no changes shall be made which might violate the purpose set forth in Restriction 1.

Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. Restriction 1 contained herein shall continue for a period of 99 years from the date of the recording of these restrictions in the Recorders Office of Madison County, Illinois.

10. Classes if membership in Holishor shall be defined by the Bylaws.

Community Instruments Definitions

Part II



Section 1. The following words when used in the Covenants and Restrictions, Bylaws, Rules and Regulations (unless, the context shall prohibit) shall have the following meanings:

“Association” shall mean and refer to a common interest community known as Holishor Association, Inc, a nonprofit corporation organized and existing under the laws of Illinois, its successors and assigns.

"Board member" or "member of the board" means a member of the board of directors duly elected by the membership or appointed per the Bylaws.

"Board of directors" or “Holishor Board” means, for a common interest community that has been incorporated as an Illinois not-for-profit corporation, the group of people elected by the membership or appointed per the Bylaws of a common interest community as the governing body to exercise for the membership of Holishor all powers, duties, and authority vested in the board of directors under the Community instruments.

“Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

"Common expenses" means the proposed or actual expenses affecting the Association, including reserves, if any, lawfully assessed by Holishor.

"Community instruments" means all documents and authorized amendments thereto recorded by the common interest community association, including, but not limited to, the declaration, covenants, restrictions, Bylaws, plat of survey, and rules and regulations.

"Common interest community" means real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or a lot therein is obligated to pay for the common expenses of common areas described in the Community instruments which are administered by the association.

"Declaration" means any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

“Dwelling” shall mean any building located on a Lot and intended for the housing of a single family.

“Lessee” The person renting property under a written lease from the owner (lessor). He or she is the tenant and the lessor is the owner.

“Lessor” The owner of real property who rents it to a lessee pursuant to a written lease. Thus, he or she is the landlord and the lessee is the tenant.

"Lot" shall mean and refer to any marked piece of land shown upon any recorded subdivision maps of Holiday Shores.

“Member” shall mean and refer to all those persons entitled to membership as provided in the Community instruments.

“Member in Good Standing” shall refer to members that are in compliance with all Community instruments of the Association.

"Membership" means the collective group of members as defined by the community instruments.
"Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a lot.

"Parcel" means the lot or lots or tract or tracts of land described in the Community instruments as part of a common interest community.

"Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

"Plat" means a plat or plats of survey of the parcel and of all lots in the common interest community, which may consist of a three-dimensional horizontal and vertical delineation of all such lots, structures, easements, and common areas on the property.

"Property" means all the land and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the membership, under the authority or control of a common interest community association.

"Purchaser" means any person or persons who purchase a lot in a bona fide transaction for value.

"Record" means to record in the office of the recorder of the county wherein the property is located.

"Reserves" means those sums which are separately maintained by the common interest community association for purposes specified by the Community instruments of the common interest community association.

"Simple Majority" as it relates to the Annual Meeting shall be the one whose number of votes is greater than half of the numbers of memberships and proxy votes in attendance.

"Unimproved Lot" shall mean and refer to any lot owned, either by a member or Holishor, but has no dwelling built upon it. *(Added 5-21-11)*

Bylaws

Part III



BYLAWS OF HOLISHOR ASSOCIATION, INC.

ARTICLE I – NAME

Section 1 – Name

The name of the corporation is Holishor Association, Inc. a not-for-profit corporation, organized under the laws of the state of Illinois, hereinafter called the "Association".

ARTICLE II – PURPOSE

Section 1 – Purpose

The purposes for which the corporation is organized are: for social and athletic purposes and activities, including construction, maintenance, and operation of beaches, bath houses, athletic facilities and playgrounds, streets and water wells and water systems, and underground pipes and lakes. In addition, this corporation is organized for the administration and operation of property owned by a property owners association. All of this for the convenience, enjoyment and benefit of the association members and their guests, the membership of said association being the owners of the residential real estate near, adjacent to or served by said facilities. (9-24-94)

ARTICLE III – MEMBERSHIP

Section 1 – Membership

A. Members: All persons, corporations or legal entities who have assumed custody of one or more lots, tracts or dwellings located in the Holiday Shores Development, as shown on several plats recorded in the Recorder's Office of Madison County, Illinois. Assuming custody shall pertain to property owners, renters, lessors, lessees, or occupiers, and they shall be obligated to abide by the Bylaws of Holishor Association, Inc., in accordance with the Covenants and Restrictions deemed to run with the land, as set forth in the agreement between Holiday Shores, Inc. and Holishor Association, Inc., dated May 1, 1970 and recorded in the Recorder's Office of Madison County, Illinois. In the event of any person, corporation or legal entity no longer having custody of one or more lots, tracts or dwellings located in the Holiday Shores Development, all right, title and interest of such member in and to the Association and its assets shall be extinguished without any action by the Association or such member. *(9-24-94)*

B. Multiple Ownership or Occupancy, Rental

In the event the title to one or more lots or tracts within Holiday Shores is held in the name of a corporation, land trust or other organization or legal entity, only one membership shall be conferred upon such owner. In the event that title to or custody of one or more tracts within Holiday Shores is held by two (or more) persons, only one membership shall be conferred upon such owners, any two of which may be members. When three or more persons or entities constitute co-title holders, the majority of such owners shall elect the two who shall thereafter be members. No more than two members shall be associated to any one membership. In the event that a dwelling located within Holiday Shores is rented **or leased** by one or more persons who do not own property within Holiday Shores, such tenants shall be entitled to one membership. In the case of multiple tenants, a majority of such tenants shall indicate to the Association which tenant shall be the member. A membership conferred by virtue of rental **or lease** without ownership of property within Holiday Shores shall not entitle the member to hold office or vote at the annual or special meetings of the membership of Holishor Association, Inc. Notwithstanding the foregoing, tenant members shall be allowed to serve as members of the Social Committee, the Ski Club, the Garden Club, the Fishing Committee, and such other clubs or committees as the Board of Directors may from time to time provide. In no event shall there be allowed the contemporaneous existence of more than two memberships based upon ownership of a lot or tract or ownership occupancy or rental **or lease** of a single residence within Holiday Shores.

No membership in the Association shall be founded solely upon the rental **or lease** of one or more unimproved lots or tracts within Holiday Shores. In the event a residence not previously rented **or leased** within Holiday Shores shall have resulted in multiple membership, upon the renting or leasing of such residence, the prior members shall elect and designate and inform Holishor Association, Inc. of the single continuing member, such that the rented premises shall have a single owner member and a single tenant member.
(5-17-86, 5-20-06, 5-19-07, retroactive 12-31-06, revised 5-21-11)

C. Classes of Membership
The Board of Directors shall have the right to create other classes of membership and to provide for the rights, privileges and obligations of membership in such classes; provided that voting rights shall not be granted to any such membership created in the future, nor shall the Board, except as provided in these Bylaws, restrict or curtail the voting rights of members defined by these Bylaws and by the Covenants in the agreement of May 1, 1970. *(5-16-87)*

D. Motorcraft Liability Insurance
Any motorized watercraft operated on Holiday Lake shall have in full force and effect a policy of liability insurance with minimum limits of Three-Hundred-Thousand ($300,000) Dollars. No marine decal shall be issued by Holishor Association, Inc. for any motorized watercraft until proof of said insurance for that watercraft is provided.
(5-20-89)

Section 2 – Rights, Privileges, Duties & Obligations:
A. Facility Rights
Subject to such reasonable rules and regulations as may be adopted pursuant to these Bylaws, only members in good standing (those whose privileges have not been suspended) shall have the right and privilege to the use of Holiday Lake, the boat ramp, and areas owned and controlled by the Association. Members shall be responsible for compliance with such rules and regulations by their families and guests. *(9-24-94)*

B. Violations – Suspension
The Board of Directors shall have the right and authority to temporarily suspend the membership of any member for violation of these Bylaws, the Covenants and Restrictions of the Association, or the Rules and Regulations governing the use of the facilities and areas controlled by the Association by such member or guests until such time when the member has cured his default and is again in compliance. No one can be denied ingress or egress to their property for any reason. Written notice of such suspension shall be given to such member stating the cause of such suspension and the period of time of any suspension and the effective date of such suspension. Such notice shall be addressed to such member and delivered by United States First Class Mail, to the address shown on the records of the Association, postage prepaid. Unless such member shall request a hearing as herein provided within ten (10) days after the date of such notice, such suspension shall be effective as stated in such notice. Upon written request of such member, delivered to the Secretary of the Association within ten (10) days of the date of the notice of the suspension the Board of Directors shall afford such member the opportunity of a hearing, such hearing to be held within thirty (30) days after the request at a time, date and place to be determined by the Board of Directors. Notice of such hearing shall be given to the member requesting the same at least ten (10) days prior thereto. Such hearing shall be informal in nature and shall be conducted in accordance with rules adopted by the Board of Directors, which rules shall provide for the fair and orderly presentation of the facts and argument or inferences deducible there from. The President of the Board of Directors shall preside, and the Board of Directors, or the member requesting such hearing, may cause a transcript of proceedings therein to be taken. Such meeting may be adjourned from time to time for reasonable cause, and at the conclusion thereof, the Board of Directors shall have the power to rescind, modify, or affirm the notice of suspension previously given and shall announce its decision within ten (10) days after the conclusion of such hearing and suspended words in the same manner as provided for the notice of suspension.
(9-24-94)

C. Failure to Pay Dues and Assessments
The failure of any member to pay annual dues, assessments, fees or other charges as required by these Bylaws shall cause an immediate suspension of such member's rights and privileges.
Any identification cards and/or decals shall not be issued until all dues, assessments, fees, or other charges as required have been paid. *(5-16-81, 5-19-12)*

D. Lot Mowing
Property owners shall maintain their lot(s) up to and including the area between the lot line and the hard surface of the road. In the event any property shall attain excessive weeds, brush or other growth exceeding an average of 10 inches in height, the Association shall have the right, without notice, to mow the same at the expense of the owner. The expense of mowing shall be billed to the owner and shall be due and payable promptly upon receipt of such billing by the owner. Failure to pay said billing shall result in the Association filing liens. Lien fees and interest charges shall be levied as provided under Article IV, Section 6. *(5-19-12)*

E. Tree Hazards
Trees and tree limbs which are in such condition as to constitute a danger to persons using the lake, and dead trees and dead limbs, wherever situated which constitute a potential hazard, may be declared to be a hazard by the Board of Directors. The owner or owners of property upon which any such trees or tree limbs exist shall be given notice by certified mail, addressed to the owner at his last known address, that the Board of Directors has adopted a resolution declaring the condition of such trees to be a hazard, specifying the trees or tree limbs so determined to constitute the same. Unless the owner or owners shall within thirty (30) days from the date of such notice, remove such trees or tree limbs, the Association shall have the right to cause the same to be removed at the expense of the owner. Payment of the cost of such removal shall be due promptly upon receipt of billing and failure to pay said billing shall result in the Association filing liens. Lien fees and interest charges shall be levied as provided under Article IV, Section 5.

F. Residential Construction
All residences constructed within Holiday Shores Subdivision shall be subject to the rules as outlined in the Holishor Association Building and Architectural Requirements. These rules will be established and maintained by the Holiday Shores Board of Directors. The Board of Directors will also have the right to establish penalties and fines in order to enforce said rules. These will be in addition to but not limited by those established in Article IX. (5-15-04)
All building plans are subject to approval of Holishor Association, Inc., or its successors or assigns and must comply with the Madison County, Illinois, Building Code. This provision shall not affect in any way existing Covenants, Restrictions or Bylaws which apply to lots within Holiday Shores sold or contracted to be sold, on or before May 16,1981. *(5-21-94).*

G. Pollution and Siltation
All members owning property in the Holiday Shores Development shall be responsible for protecting Holiday Lake against pollution and siltation from their property. *(11-16-82)*

H. Animal Control
Holishor Association, Inc. shall have the authority to issue citations to the owners 1) of any animal running loose off its owner's property without visible restraints and without a human companion and 2) of any animal, which, by causing frequent or long continued noise, shall disturb the comfort or repose of any ordinary person in keeping with Madison County Ordinance "Attachment A, Chapter 53"**.** Penalties may be imposed in accordance with ARTICLE IX of these bylaws. *(5-15-10)*

I. Maintenance of Property:
1. Vehicles/Watercraft:
Members shall not keep derelict vehicles in view of other members and the general public. Derelict vehicles shall be defined as any means of conveyance or transport that do not bear a current set of license plates, as required by Illinois law; or are not in such condition that they may be legally operated on public streets or waterways.

2. Structures
Ref: Holishor Association Building & Architectural Requirements, Home and Lot Maintenance and Appearance.

3. General Aesthetics:
Members shall ensure their property is neat and orderly. The keeping of an unkempt or unsightly property or neglecting to maintain one's property may result in corrective guidance and/or punitive measures by Holishor Association. Unkempt or unsightly properties shall be those lots whereby goods or materials of any kind are stored or are allowed to collect in view of other members and the general public in such a manner as to appear uncared-for, cluttered or messy. Unsightly properties may also include those with overgrown or neglected landscaping and gardens.
Landscaping, gardens, and any other ornamental devices shall be in good taste so as not to be offensive to the community in general.
Penalties may be imposed in accordance with ARTICLE IX of the bylaws. A copy of this bylaw shall be given to all members of the Association. *(5-21-94, 5-18-13)*

4. Signs:
The Board of Directors have the authority to propose and change rules related to signs that are allowed within the Holiday Shores community. The board will follow the New Rule/Change Process found in Part IV. *(5-20-23)*

ARTICLE IV – DUES, ASSESSMENTS, LIENS, FEES AND INTEREST

Section 1 – Applicability:
The dues, assessments, fees, liens and interest as defined in this article shall apply to all members of the Association except as expressly stated in the transfer agreements between Holiday Shores, Inc. and the Association dated May 1, 1970, and recorded in the Recorder's Office of Madison County, Illinois. The Association shall bill each member thirty (30) days prior to due date.

Section 2 – Dues:
Annual dues shall be in the amount of fifty dollars ($50.00). Dues shall be assessed on a membership (not a lot) basis. Dues are payable January 1st of each year and delinquent May 2nd of each year.

Section 3 – Annual Assessment:
A. The Board of Directors shall prepare an annual budget to be presented to the membership at the annual meeting. Annual assessments shall be charged to each membership of the Association. The owner member is responsible for additional annual assessment for each occupied improved property in which they do not reside. The additional assessment is due for each occupied property whether the same is rented or occupied rent-free. Annual assessments due from the occupied property are the responsibility of the owner member and will be collected by the Association in the same manner as collection of annual assessments. Ownership of two or more vacant and unimproved lots shall not increase the number of annual assessments owed by the member.
In the event that an annual budget is not adopted at an annual meeting, a special meeting shall be called, and a revised budget shall be submitted to the members for approval. The budget shall be mailed to all members with the call letter for the meeting. Approval of the budget by a majority of the membership voting on this issue at the annual or special meeting shall set the annual assessment amount for that budget year. *(5-21-88, 5-20-06, 5-21-11, 5-18- 19, 5-17-25)*

B. The Board of Directors shall review the budget on a quarterly basis, whereupon they may approve adjustments to reflect actual income and expenses. The Board of Directors shall not permit deficit spending except in an emergency. *(5-21-88, 5-21-11, 5-18-13)*

C. The Board of Directors may also adjust the member-approved budget for the following year based on unforeseen financial considerations associated with the current fiscal year and/or economic conditions. Any such change shall not authorize an increase in annual member assessments for that period. *(5-18-13)*

Section 4 – Special Assessments:
A supplemental budget may also be presented at an annual meeting or special meeting by the Board of Directors for consideration by the membership. The supplemental budget will be presented on a line item basis with a short explanation. The membership will vote on each line item. Approval by a majority of the membership voting on a line item shall cause the cost of the line item to be prorated as a special assessment among the membership. *(5-21-88, 5-21-11, 5-18-19)*

Section 5 – Initiation Fee:
Effective January 1, 2007, an initiation fee shall be assessed to all new members of the Association. This one-time fee shall be equal to one times the regular assessment in place at the time the new member acquires property. A new member shall be defined as a person or persons acquiring property, improved or unimproved, within Holiday Shores who is not already a member by virtue of property ownership. This initiation fee shall not be transferable, applies only to property owners, and is not to be assessed to tenant memberships. This initiation fee must be paid in full to the Holishor Association at the time of real estate closing. This fee is in addition to the first year dues and assessments. The rights of membership will not be afforded the prospective member(s) until this initiation fee is paid. In the event that a member in good standing, (at the time of the sale), sells their property, said individual(s) is no longer a member of the Holishor Association effective immediately

upon closing of the property. If this individual then purchases property in Holiday Shores and closes on said property within 60 days of the closing date of their previous property Holishor will waive the initiation fee. *(5-20-06 revised 5-21-11)*

Section 6 – Interest and Liens:
The Association shall have a lien for unpaid dues, assessments, fees and other charges upon each lot owned by a member at the expiration of one hundred twenty (120) days from the due date and shall have the right to file a notice of lien in the office of the Recorder of Madison County, Illinois, which notices shall state the name of the lot owner and the amount due. All dues, assessments, fees and other charges are the personal obligations of the respective members for which they shall remain legally liable so long as they are members, in good standing or otherwise, and regardless of their possible change of interest with regard to the lot or tract in Holiday Shores which they originally owned, occupied or contracted to purchase. All dues, assessments, fees and other charges shall bear interest at the highest legal interest rate per annum from the due date thereof until paid. The Association shall have such further rights and remedies to collect such dues, assessments, fees, and other charges as may be available in law and equity. In the event that liens are placed against real property of land owners or members of the Association, or non-member property owners of land within the boundaries of said Holiday Shores, all court costs, filing fees and reasonable attorney fees shall be paid by those from whom the collection was taken. In the event that legal proceedings deemed necessary by the Association for the collection of unpaid dues, assessments, fees, and other charges are instituted, the delinquent member shall be responsible for all court costs, filing fees and reasonable attorney fees incurred in such action in addition to the amount of the delinquencies due the Association. *(5-17-86)*

Section 7 – Selling Property:
When a current member sells property within the subdivision, the following will apply: the current member's (seller) dues and assessments must be current in accordance with Article IV, Sections 1, 2, 3, 4 and 8 up to and including the date of sale. There will be no refund of dues and assessments already paid. *(9-24-94)*

New members (purchaser) shall pay $50.00 dues. The new member (purchaser) shall pay, in addition, any assessments in accordance with Article IV, Section 8 on a pro rata basis. Pro rata charges will be computed on a monthly basis and will include the month of purchase. The pro rata assessment system shall apply to all members in accordance with Article III, Section 1, Subsection A and B. *(9-24-94)*

A contract seller or lessor and his or her buyer or lessee shall be jointly and severally liable for any dues, assessments or other charges incurred by either, from and after the date of any such contract sale or lease. *(5-16-87) (5- 21-88)*

Section 8 – Renting or Leasing Property:

Members shall not lease/rent unimproved lots.
Any member desiring to rent or lease his or her dwelling in Holiday Shores Subdivision shall provide a prospective lessee/tenant with a copy of the Bylaws of Holishor Association, Inc. along with its attendant Rules and Regulations and a written lease which has incorporated into its terms lessee's/tenant's agreement to be bound by and to abide by all bylaws, rules and regulations of Holishor Association, Inc. Further, including the prepayment of annual membership charges and a pro rata share of assessments in accordance with Article IV, Section 8, the member as lessor/landlord shall present a copy of the Bylaws of Holishor Association, Inc. and attendant Rules and Regulations.

Renter's/Lessee shall not be entitled to voting rights. Owners shall remain a voting member of the Association and continue to pay dues and assessments. On demand, the owner shall indemnify the Association for any damages to the Association property caused by the renter/lessee and for all dues and assessments, fines, lien fees, attorney fees and court costs charged against and not paid by the renter.

At the expiration of the rental/lease term, no one shall receive a refund of any prepaid dues and assessments. Membership shall not be transferable. All owners must follow the rules established in the (765 ILCS 160) Common Interest Community Association Act. Owners must provide a copy of the lease to the association office and notify the association office of the status or tenant changes of the property. *(9-24-94 revised 5-21-11, 5-17-25)*

Section 9 – Methods of Payments:
The full annual assessment will be due and payable each year on January 1. It may be paid in three installments. One-third (1/3) of the annual assessment shall be due and payable on or before January 1st of each year. The remaining two-thirds (2/3) shall be due and payable in equal installments of March 1st, and May 1st of each year. Payments shall be delinquent 10 days after the due date. *(5-17-03)*

The recent purchaser, as a new member, shall pay the assessment on a pro rata basis for the balance of the year based on the date that custody of the property was assumed. Pro rata charges will be computed on a monthly basis and will include the month of purchase.

Members selling property will be charged the full annual assessment. No refunds or pro rata charges will be granted to members selling property. *(5-21-88) (9-24-94) (5-17-03)*

Section 10 – Sale of Outlots:
Outlots in Holiday Shores were created as greenspace to allow members to have access to the lake. For this reason the sale or subdividing of outlots in Holiday Shores is prohibited effective upon passage of this Bylaw. To prevent any incidental incursion onto outlots any improvements to member owned property adjacent to an outlot shall require member to provide a survey, at their expense, to verify the property lines. The Association Manager must verify the placement of the boundary stakes before any work is approved. The Board of Directors shall not have the authority to approve a variance or approve the sale of or subdividing of any outlots in Holiday Shores. In the event a sale becomes necessary in the future it will require an affirmative vote of a majority of the members voting at an annual meeting or special meeting. *(Ref: Annual Meeting 5/18/24)*

Section 11 – Subdividing of Lots-Land/Tract:
The Holiday Shores Board of Directors will not have the sole authority to approve the subdividing of lots-land/tract of land in Holiday Shores. However, in order for it to be placed on a ballot at the annual meeting the following guidelines must be met. **These guidelines supersede any methods previously stated in the Community Instruments concerning the Changing or Addition of a Bylaw.**
No land designated as a "lots-land/tract" of land shall be allowed to be subdivided without the owner first getting the express written permission of the Holiday Shores Board of Directors to begin the process. In order for a "lots-land/tract" to be considered and voted on by the membership the following guidelines must be met.

- The Owner of the property must be a Member in Good Standing with Holiday Shores as defined in the Community Instruments.
- The area to be subdivided must be surveyed and must include streets, gutters and lot lines clearly marked by a licensed surveyor. Signed and sealed Platts must be provided to the board according to the schedule established for board review at a bi-monthly meeting.
- All Federal, State, IDNR, County, local governing bodies and Holiday Shores requirements must be met.
- The Platt must be approved by the legal counsel representing Holiday Shores.

The request will then be added to the agenda of the next annual meeting for a vote of the members. Approval by the Board of Directors simply allows it to be placed on the agenda.
To pass it will require a 66% yes vote from the membership of the association.
The Board of Directors shall monitor the progress of the plan and have the right to revoke approval if it is determined the owner or developer is not adhering to all laws established by any legal governing body involved in the project to subdivide the tract. *(Ref: Annual Meeting 5/18/24)*

ARTICLE V – DIRECTORS
Section 1 – Board of Directors:
The property and business of the Association shall be managed by its Board of Directors consisting of seven (7) directors, all of whom shall be members in good standing, at least twenty-one (21) years of age. In the case of multiple memberships by virtue of co-ownership of property in the association, only one of such members may

serve as Director at any given time. Each director shall serve for a period of three (3) years. At each annual meeting, members in good standing shall elect the number of Directors equal to the number of Directors whose terms then expire. No person may serve as a Director and at the same time have any business or economic relationship with the Association, whether as an employee, vendor, contractor, or otherwise. Such economic relationship shall include the spouse, co-resident, or dependent of the Director. *(5-21-05)*

Section 2 – Resignation of Directors:
Any director may resign his office at any time by so stating in writing to the Secretary of the Association. The failure of any director to attend three (3) consecutive regular meetings of the Board, without prior approval from the President or a majority of the Board, shall constitute a resignation by such director. Suspension of rights and privileges of any directors for failure to pay annual dues, assessments, fees, interest, liens and other charges in accordance with these by-laws shall constitute a resignation by such director. *(5- 21-88)*

Section 3 – Removal of Directors:
Any director may be removed from office for or without cause by the affirmative vote of two-thirds (2/3) majority of the members present and voting on that question at any annual meeting of the members or at any special meeting of the members called for that purpose. Any call for the removal of a director at an annual meeting of the members shall be considered "new business" and shall be stated, proposed and filed as provided in Article VI, Section 8.

Section 4 – Vacancies on the Board:
Any vacancy on the Board of Directors, whether caused by resignation, removal from office or otherwise, shall be filled within thirty (30) days by the Board from the roster of eligible members. Any person so appointed shall serve until the next election of directors, when the membership shall elect a director to serve the unexpired portion of the term of the person originally elected to such vacated office.

Section 5 – Quorum of the Board:
A majority of the members of the Board of Directors then acting, but in no event less than four acting at a meeting duly assembled, shall constitute a quorum for the transaction of business, and a majority vote of such quorum shall constitute the act of the Board of Directors.

Section 6 – Meetings of the Board:
Regular meetings of the Board shall be held on the second (2^{nd}) and fourth (4^{th}) Wednesdays of each month without notice. The only exception to this will be the months of November and December where only one meeting will take place on the second (2^{nd}) Wednesday. Special meetings of the Board may be held upon call of the President, Vice-President, or a majority of the directors upon two (2) days notice given to each director. Any director may waive any such notice at any time before or after any special meeting, whether or not such director was present at such meeting. A meeting of the Board shall be held, without notice, immediately following the adjournment of each annual meeting of the members. All regular or special meetings will be open to the membership, except that the Board may adjourn to executive session for discussion of (1) Holishor Association personnel matters, (2) removal or discipline of Board members, (3) purchase of sale of Association property, (4) 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 Board of Directors finds that such action is probable or imminent, or (5) to discuss violations of Association rules and regulations by a member. Nothing herein shall be construed to mean that the Board shall be precluded from discussing Association business at informal conferences of some or all of them at times other than official meeting dates. *(5- 21-88)(5-21-05)*

Section 7 – Powers of the Board of Directors:
The Board of Directors shall be empowered to conduct the business and manage the property of the Association in such manner as allowed by law, except as otherwise limited in these Bylaws. Any substantial new construction or substantial disposition or acquisition of Association owned real property shall be presented to the membership for prior approval. *(9-24-94)* Substantial as used herein is defined as more than five percent of the total of the annual operating budget and reserve accounts. *(5-19-07)*

Section 8 – Rules and Regulations:
The Board of Directors shall adopt and administer rules and regulations for the use of areas and facilities owned or controlled by the Association and shall cause such rules and regulations to be distributed or published in such form as shall reasonably inform the members thereof.

Section 9 – Nominating Committee:
Bylaw removed May 16, 2026

Section 10 – Indemnification of Directors:
The Association shall indemnify and hold harmless each person who shall serve at any time hereafter as a director or officer of the Association from and against any and all claims and liabilities to which such person shall become subject by reason of his having heretofore or hereafter been a director or officer of the Association, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his willful misconduct.

The right accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he may be lawfully entitled. The Association, its directors, officer, employees, and agents shall be fully protected in taking any action or making any payment under this section or in refusing to do so, in reliance upon the advice of counsel.

Section 11 – Officers:
The Board of Directors shall elect a President, a Vice-President, a Secretary and a Treasurer from the membership of the Board, and from time to time may appoint such other officers, agents, employees and committees, as it may deem proper. The term of office of all officers shall be one (1) year and until their respective successors are elected and qualified. The officers of the Association shall have such powers and duties as generally pertain to their respective offices as well as such powers and duties as, from time to time, may be conferred by the Board of Directors. The Vice-President, Secretary and Treasurer shall, in that order, in the absence or disability of the President, Secretary or Treasurer, respectively, perform the duties of such officer and shall generally assist the President, Secretary and Treasurer.

Section 12 – Fiscal Control:
Effective January 1, 1989, the fiscal year shall begin on the 1st day of January and end of the 31st day of December. Books of the Association shall be audited annually by a qualified auditor, selected by the Board of Directors. All disbursements shall be made by check which shall require the signature of two (2) officers, which officers shall be those designated from time to time by resolution of the Board of Directors.

The Board of Directors shall have the authority to designate officers elected or appointed, who are members of the social committee, to sign checks pertaining to the social committee from funds in the social committee checking account. The dollar limit of these checks shall be established and maintained by the Board of Directors. All disbursements shall be made by check which shall require the signature of two (2) officers, which officers shall be those designated from time to time by resolution of the Board of Directors.*(5-15-04)*

All documents and instruments shall be signed, executed, verified and acknowledged by two (2) officers of the Association, which officers shall be those designated from time to time by resolution of the Board of Directors. Endorsements for deposit to the credit of the Association in any of its duly authorized depositories shall be made in such manner as the Board of Directors may from time to time determine. *(5-21-88)*

Section 13 – Financial Management
All Association funds will be FDIC (Federal Deposit Insurance Corporation), NCUA *(National Credit Union Administration)* or SIPC (*Securities Investor Protection Corp)* insured, and/or guaranteed by the United States Government. Investments must be invested in cash, CD's or United States Government backed investments. Investments of the Association will be reviewed for compliance to the Financial Security Policy as part of the Annual Audit. This bylaw will take effect *June 1, 2026*. *(5-15-10) (5-16-26)*

Section 14 – Director Compensation
As recognition for their service to the community, beginning May 2012, individuals serving on the Holishor Board of Directors shall be eligible for reimbursement of Association assessments.

To be eligible for reimbursement the director must pay their dues and assessments according to the Association Covenants, Bylaws & Rules and they must be a member in good standing at the time of the checks being cut. Neither dues nor special assessments are eligible for reimbursement. Reimbursement will be for a single membership/lot assessment only, be made during the last week in December of year served and will be prorated based on the time of service in half month increments.

ARTICLE VI – ANNUAL AND SPECIAL MEETINGS

Section 1 – Annual Meetings:
The annual meeting of the members of the Association shall be held at a place in Madison County, Illinois, designated by the Board of Directors, at 10:00 a.m. on the third (3rd) Saturday of May each year, for the purpose of electing directors and for the purpose of transacting such other business as may be properly brought before it. At each annual meeting, the directors shall cause to be presented to the members a report, which shall include the financial status of the Association.

Section 2 – Special Meeting:
Special meetings of the members shall be held at a place designated by the Board of Directors in Madison County, Illinois, and may be called by the President, the Board of Directors, or a minimum of 20% of the membership of the Association, all of whom must be members in good standing. Any call for a special meeting by such members shall be in writing, stating the business to be considered, signed by the members including lot numbers, calling such meeting and delivered to the Secretary of the Association. Special meetings shall address only agenda items. *(5-19-07)*

Section 3 – Notice of Meeting:
Written notice of the annual and special meetings of the members, stating the place, day and hour of such meetings, and stating the business to be considered at such meetings, shall be delivered by United States First Class Mail to each member, addressed to the member at his address as it appears on the records of the corporation, postage prepaid. Such notice shall be delivered to each member entitled to vote at such meeting not less than twenty (20) days nor more than forty (40) days before the date of such meeting.

Section 4 – Quorum at Meetings:
A quorum shall consist of a majority of the Board and fifty (50) members, including proxies, and absent ballots entitled to vote. *(5-21-11) (rev. 5/18/19)*

Section 5 – Simple Majority:
At any meeting of the membership a simple majority of the members present and qualified to vote shall be sufficient to transact any Association business.

Section 6 – Officers' Duties at Meetings:
Meetings of the members shall be presided over by the President, or if he is not present, by the Vice-President, or if neither the President nor the Vice-President is present, by a Chairman to be chosen at the meeting. The Secretary of the Association shall act as secretary of every meeting, but if the secretary is not present, the meeting shall choose any member present to act as secretary of the meeting.

Section 7 – Manner of Voting:
A. Voting Rights: Members as defined in Article III, Section 1, Paragraph A, shall be entitled to one (1) vote per membership, provided, however, that such right to vote has not been suspended. Only members in good standing shall have the right and privilege to attend and/or participate in any duly called meetings or a vote of the membership. Membership standing and voting eligibility shall be determined as of the day seven days prior to any annual or special meeting. *(5-19-12)*

B. Methods of Voting:
At all elections, voting shall be conducted in such a manner as the president may direct, except that the election of directors, voting on the adoption of an annual budget, and voting on money assessments shall be by written secret ballot, and except further that voting shall be by written secret ballot on any other matter when so determined by a majority of the qualified membership voting. Voting shall be allowed by presence at annual meeting, proxy, or absentee ballot. Absentee ballot will be accepted with Valid ID at the Holishor Office. Absentee Ballots must be individually marked and sealed in its own identifying envelope to be considered and counted towards any election results, after membership in good standing is verified. To be counted, all ballots returned must be received in the offices of Holishor Association, Inc. on the Friday prior to the annual meeting. The membership shall be entitled to vote by an association issued proxy. The proxy must be executed in writing by the member or by his or her duly authorized agent, provided, however, that the proxy bears the date of execution and signed by the member. Proxies will not be valid for more than 11 months after the date of its execution.

When the presiding officer of the meeting closes the balloting on items before the membership, the inspector of voting, who shall not be a member of the association, will be responsible for taking possession of the ballots, oversee the counting process, and certifying the results.

In the event notification of interest to serve on the Board of Directors has not been received from a sufficient number of candidates needed to fill the vacancies on the Board of Directors, prior to the forty (40) day cutoff established in the bylaws, write-in votes will be allowed. Ballots mailed with the call letter will include spaces for the number of remaining vacancies. *(5-24-07 revised 5-21-11)*

Section 8 – New Business:
Any new business to be taken up at the annual meeting shall be stated in writing and filed with the Secretary of the Association on or before forty (40) days before the date of the annual meeting, and all business so stated, proposed and filed shall be considered at the annual meeting, but no other proposal shall be acted upon at the annual meeting. Any member may make any other proposal at the annual meeting and the same may be discussed and considered, but unless stated in writing and filed with the Secretary forty (40) days before the meeting such proposal shall be laid over for action at an adjourned, special or regular meetings of the members taking place thirty (30) days or more thereafter. Any questions properly brought forth before the membership at an annual or special meeting, may be amended on the floor by the motion of a director in attendance, duly seconded and approved by the Board of Directors present, will be tabled to a new vote. The new vote will be held at a special meeting or at the next annual meeting. This by-law will become effective immediately upon approval. *(5-20-06)*

Section 9 – Robert's Rules:
All meetings shall be conducted in accordance with Robert's Rules of Order.

ARTICLE VII – AMENDMENTS
Section 1 – Amendments to Bylaws:
The administration of every property shall be governed by the community instruments, which may either be embodied in the covenants or in a separate instrument, a true copy of which shall be appended to and recorded with the covenants. No modification or amendment of the community instruments shall be valid unless the same is set forth in an amendment writing thereof and such amendment is duly recorded. Any alterations to the community instruments amendment of the declaration or bylaws shall be deemed effective upon recordation unless the amendment sets forth a different effective date. Amendments to community instruments authorized to be recorded shall be executed and recorded by the President of the Board or such other officer authorized by the common interest community association or its community instruments. The Board of Directors has the right to recommend changes, amendments to, or repeal of the bylaws. Proposed changes in a bylaw by a member(s) shall be presented to the Board of Directors at a regularly scheduled Board meeting for their review and approval. If the Board approves the change, it shall recommend the change to the membership at the annual meeting or a special meeting called for the purpose of considering said change. If the Board rejects said proposed bylaw change the same shall be submitted to the membership upon the presentation to the Board of a petition requesting that said change be submitted to the members for approval or disapproval by them; said petition to be in writing and signed by a minimum of 10% of the memberships, in good standing, or more of the Association. Said signatures shall include the lot number of the member signing. The affirmative vote of a

majority of the votes cast on that question shall constitute approval and the new bylaw shall be in full force and effective immediately or on a date specified in the bylaw. Proposed changes in the bylaws shall be submitted in accordance with Article VI, Section 8, and published to the membership in accordance with Article VI, Section 3. *(5-16-87, 5/19/07, revised 5-21-11)*

ARTICLE VIII – LAKE LOWERING

Section 1 – Policy:

Holiday Shores Lake shall be lowered every five (5) years only, in the fall of 1990, 1995, etc. for maintenance and repair of shoreline facilities. The lake shall be lowered from 4'3" to 4'6" below full lake level. The lake lowering shall commence on September 20th of each five (5) year period, and lake refilling shall proceed no later than December 10th of said year.

The above schedule shall be adhered to except in the case of a bonafide emergency, as determined by a majority vote of the Board of Directors. An emergency shall be defined as a serious need for inspection, repair, or construction of Association owned facilities that cannot be accommodated within the above schedule. Requests by owners of private property to alter this schedule to permit work on privately owned property shall not be deemed an emergency. *(5-16-87)*

ARTICLE IX – PENALTIES

Section 1 – Authority:

Holishor Association Inc. shall have the authority to impose penalties, including monetary fines up to $500, for each violation of Association Rules and Regulations established and approved by its members, or, as their representatives, by the Holishor Board of Directors. The rules and regulations are those established and approved by the membership of Holishor Association, Inc. at the Annual Membership Meeting at which this Bylaw is adopted, or at any subsequent Annual or Special Meetings of the Membership, or those established and administered by the Board of Directors. By reference, the written Administrative Procedure and Appeal Process for Violation of Rules and Regulations (refer to Article XIV) and the written Fines and Penalties for Violation of Rules and Regulations (refer to Article XIII), as established and approved by the Membership shall be given to all members of the Association.
(5-20-89)(5-15-04)(7-18-20, 5-17-25)

Section 2 – Recovery of Legal Fees

In the event it becomes necessary for the Holiday Shores Association to bring or defend any proceedings at law or in equity against or by any person violating or threatening to violate or challenging the enforceability of any provision to the Covenants, the By-Laws or Holiday Shores Association, the Rules and Regulation duly promulgated by the Holiday Shores Association or any construction permit duly issued by the Building Committee, then the Holiday Shores Association shall be entitled to recover its reasonable legal fees from such person if it prevails in any such litigation. (*5-16-2009 Annual Meeting)*

ARTICLE X – SERVICES

Section 1 – Solid Waste Management:

Holishor Association, Inc. shall have the authority to restrict subdivision streets to waste haulers that offer optional curbside recycling. *(5-16-92)*

Section 2 – Waste Haulers

Holishor Association, Inc. Board of Directors shall have the authority to select and contract with a service company for the collection of garbage throughout the subdivision. *(May 16, 1998)*

ARTICLE XI BOATING

Elimination of Bylaw. *(5-17-25)*

ARTICLE XII – MISCELLANEOUS

Section 1 – Trespassing and Soliciting

Trespassing and Soliciting in Holiday Shores are not permitted except as written in the rules.
(Ref: Annual Meeting 5/18/24)

ARTICLE XIII – FINES AND PENALTIES FOR VIOLATION OF RULES AND REGULATIONS
The following fines and penalties have been established for violations of Holishor Association Rules and Regulations to ensure compliance and uphold community standards. As outlined in ARTICLE IX – PENALTIES, Section 1, Holishor Association Inc. has the authority to impose penalties for violations. For continued noncompliance, recurring fines will be imposed every two weeks until the violation is resolved. *(5-17-25)*

FINES AND PENALTIES FOR VIOLATION OF BOATING RULES
Refer to the Boating Rules for the specific infractions and their corresponding penalty levels.

- **LEVEL 1 INFRACTION***: **Penalty** – $50.00*
- **LEVEL 2 INFRACTION**:
  - Second Level 1 violation within one (1) year.
  - Rules subject to Level 2 infractions as outlined in the Boating Rules document.
  - ***Penalty*** - $100 fine
- **LEVEL 3 INFRACTION**:
  - Third Level 1 violation within one (1) year, or second Level 2 violation within one (1) year.
  - Rules subject to Level 3 infractions as outlined in the Boating Rules document.
  - ***Penalty*** - $200 fine plus thirty (30) days suspension of membership privileges.
- **LEVEL 4 INFRACTION**:
  - Fourth Level 1 violation within one (1) year, or third Level 2 violation within one (1) year, or second Level 3 violation within one (1) year.
  - ***Penalty*** - $200 fine plus one (1) year suspension of membership privileges. *(8-14-19*)

INFRACTION – ANIMAL CONTROL
1st Offense - $25.00 fine
2nd Offense - $50.00 fine, offense having occurred within one year of first offense.
3rd Offense - $100.00 fine, offense having occurred within one year of first offense, plus suspension of membership privileges for six (6) months from date of third offense.
4th Offense - $200.00 fine, offense having occurred within one year of first offense, plus suspension of membership privileges for six (6) months from date of fourth offense. *(5-18-91).*

INFRACTION – DERELICT VEHICLES, BOATS and UNKEMPT YARDS
1st Offense - $25.00 fine
2nd Offense - $50.00 fine
3rd Offense - $100.00 fine, offense having occurred within one year of first offense, plus suspension of membership privileges for six (6) months from date of their offense
4th Offense - $200 fine, offense having occurred within one year of first offense, plus suspension of membership privileges for six (6) months from date of fourth offense. *(5-21-94)*

INFRACTION – VIOLATION OF ANY COVENANT, BYLAW OR RULE NOT PREVIOUSLY LISTED WITH ITS OWN SPECIFIC FINE STRUCTURE.
Violations of the Holishor Covenants, Bylaws and Rules shall be punishable by fines up to $200 and suspension of all privileges for up to 1 year. This shall apply to any violation not currently covered by a specific fine structure or punitive action.
A Level Offence - $25 to $50 fine (minor infractions were property or safety is not in jeopardy)
B Level Offence - $50 to $100 fine (This level is reserved for repeat offenders, offenses that pose a safety hazard or those that damage personal or association property). In the case of damage to property the violator would also be responsible for any monetary damages.
C Level Offense - $100 to $200 dollar and suspension of membership privileges for 6 months to 1 year. This level is reserved for repeat offenders or those whose actions show wanton disregard for the personal safety of members, member's property, association employees or association property. *(1-12-11)*

ARTICLE XIV – HOLISHOR ASSOCIATION ADMINISTRATIVE PROCEDURE AND APPEAL PROCESS FOR VIOLATION OF RULES AND REGULATIONS *(5-17-25)*

CITATION ISSUANCE:

The Association Manager, Building Inspector, or staff member employed by Holishor Association, Inc. (hereinafter Association), shall have the authority to issue citations for actions taken in violation of the Rules and Regulations established and approved by Holishor Association, Inc. *(5-18-13, 5-17-25)*

HEARING NOTICE:

Within five (5) business days after issuance of a citation, the Association Manager shall send to the accused's last known address a notice regarding the specific nature of the offense, the standard penalty and/or fine established and information pertaining to a hearing date and time should the accused wish to dispute the offense charged. In addition, the accused shall be advised of the deadline date for response which shall not be less than ten (10) business days after the mailing date of the notice. (*5-17-25)*

RESPONSE TO NOTICE:

The accused shall be obligated to contact the Association Office no later than the response deadline established in the notice. Failure to do so shall subject the accused to a finding of guilty by default, unless good cause is shown for such failure, wherein that party will be assessed the fine in the notice as established in the Rules and Regulations.

When the accused contacts the Association Office, the accused shall advise as to the plea to the charge(s). Should the accused wish to enter a plea of guilty, the accused shall be assessed the fine set out in the mailed notice and shall be advised as to the time period established for remittance of said fine.

Should the accused wish to enter a plea of not guilty, the accused shall again be advised by the Association Office of the hearing date and time set out in the mailed notice. The accused shall also be advised of his/her rights regarding the hearing. When the accused is unable to attend this hearing a continuance shall be granted, and a second hearing date shall be established.

When the accused is unable to attend the second hearing, a second continuance shall be granted. Unless there are mitigating circumstances, failure to attend the third hearing session shall result in the accused being found guilty by default. Under no circumstances will all three continuances be allowed to exceed ninety (90) days from the date that the Holishor Association citation letter was issued. *(5-21-94)*

In all cases, the testimony of the accused may be presented in written form.

HEARING PANEL:

A Hearing Panel of three (3) members, which shall be a Committee of the Board of Directors of the Association (hereinafter Board) shall be appointed by the Board annually at the first Board meeting following the Annual Meeting. Two Hearing Panel members shall be members of the Board with the third panel member selected from the membership-at-large. An alternate Board member and an alternate member-at-large shall also be appointed by the Board to serve on the Hearing Panel as needed. The member-at-large and the alternate member-at-large shall:

1. Be a member of the Association in good standing
2. Not be an employee of the Association

(*5-17-25)*

Any two members of the Hearing Panel can remove the third member and replace him/her with the appropriate alternate (Board member or member-at-large) to ensure a fair hearing with due process for the accused. Any member of the Hearing Panel shall also remove himself/herself when there is a conflict of interest in a given case.

The Hearing Panel shall hold regularly scheduled meetings as well as special sessions as required. The Hearing Panel will designate one of its members as the Chairperson who will preside at meetings. A Vice-Chairperson will also be designated to serve in the absence of the Chairperson.

Accused members shall be afforded all rights of due process.

RIGHTS OF THE ACCUSED:
The accused shall have the following rights in regard to hearings:

1. The right to confront and question, in an open hearing, the officer who issued the citation
2. The right to counsel, to be provided by the accused
3. The right to call others to testify in his/her behalf
4. The right to a fair and impartial Hearing Panel

HEARINGS:
Hearings will be attended by:

1. The accused
2. The lot owner in an incident involving a guest
3. The parent or legal guardian in an incident involving a juvenile
4. The Association Manager
5. Appropriate witnesses requested by any party

(*5-17-25)*

The accused shall be advised regarding specific details of the charge and shall be read the regulation which the accused was alleged to have violated.

The Hearing Panel shall hear testimony from:

1. The accused if he/she elects to testify
2. The officer
3. Witnesses who may be present

HEARING PANEL FINDINGS:
At the conclusion of all testimony and questioning, the Hearing Panel shall have an opportunity to discuss the case in closed session and shall deliver one of the following findings:
Guilty:
The offense was committed by the accused and he/she is subject to a fine and/or penalty.

Guilty with Mitigating Circumstances:
The offense was committed by the accused; however, due to specific circumstances involved in that particular situation, the Hearing Panel shall have the option of either assessing a lesser fine and/or penalty or placing the accused on a probationary status consistent with the offense, with no fine or penalty being assessed.

Not Guilty:
The offense was not proven to have been committed by the accused and shall result in the dismissal of the citation.

AUTHORITY:
This administrative procedure and appeal process is established by the authority granted in the:

1. Covenants and Restrictions of Holiday Shores
2. Bylaws of the Association
3. Rules and Regulations established and approved by the Membership
4. The Illinois General Not-For-Profit Corporation Act of 1986

HEARING PANEL DECISIONS:
The Hearing Panel shall have the authority to assess fines and penalties.

Fines:
Fines shall be assessed using the schedule established for the various Level Infractions.

Penalties:
The Hearing Panel shall have the authority to levy penalties, using the schedule established for the various Level Infractions, against persons who have violated rules and regulations established and approved by the Membership.

Penalties may take the form of temporary suspension of membership privileges until such time as violations are cured. *(9-24-94)*

In lieu of a fine, the Hearing Panel shall have the option of placing the offender on community service work detail if the offender agrees. A particular community service work project, number of hours of service and time of completion shall be determined by the Hearing Panel. Notification shall be made in writing to the accused. Failure to complete the assigned service within the time established shall cause assessment of the fine.

Probation:
The Hearing Panel shall also have the authority to place offenders on probationary status in lieu of fines or penalties for a period not to exceed one year. Specific terms of any probationary status shall be determined based upon the circumstances of the particular case being considered.

Should the terms of any probationary status be violated, the Hearing Panel shall reserve the right to assess fines or penalties which would have been assessed had probation not been considered. A hearing to determine violation of probationary status shall be conducted pursuant to the same rules as established for hearings before the Hearing Panel.

APPEALS:
Appeals shall be heard by the Board. When the accused is dissatisfied with the outcome of a hearing, he/she shall have the option of filing a notice of appeal to the Board within ten (10) business days. Under no circumstances will the Board hearing exceed ninety (90) days from the date that the Holishor Association citation letter was issued. (*5-21-94)*

When an appeal is requested, a time and a date shall be established for the appeal hearing. At that time, both the accused in the case and the officer shall have an opportunity to present each side of the incident to the Board. The hearing procedure in an appeal to the Board shall be the same as that for a hearing before the Hearing Panel. Board members who were removed from the Hearing Panel or served on the Hearing Panel for review of the case will not be present at the appeal hearing.

The Board shall then be afforded an opportunity for a closed session discussion in order to make a decision regarding the outcome of the case. The Board shall have the same options regarding disposition findings as those previously established for the Hearing Panel. The decision of the Board shall be final.

HOLISHOR PERSONNEL:
The Holishor staff shall have the right to request that a scheduled Hearing Panel meeting be changed in order to resolve a scheduling conflict for the citation issued. The hearing is to be rescheduled within two (2) weeks of the original date. *(5-21-94, 5-17-25)*

PAYMENT OF FINES:
Unless a notice of appeal is submitted all fines must be paid to the Association Office within fifteen (15) business days following a finding of guilty. In limited cases, a payment plan may be established.

If an appeal is requested and the verdict is upheld by the Board, the fine shall be payable to the Association Office within five (5) business days.

Fines not paid within the specified time period will be considered delinquent and the accused/host property owner shall have all rights and privileges to the use of Holiday Lake and all other Association facilities suspended and a lien shall be recorded against said person's property until paid. *(9-24-94)*

Recorded in Madison County, IL Book 3917, Pages 0825-0857

ARTICLE XV – SHORELINE EROSION PREVENTION

All members owning property in the Holishor Association Development shall be responsible for protecting the Lakes against pollution and siltation from their property.
No Lake front lot shall be exempted from having an Erosion Control Structure.

The following will affect all waterfront lots on Holiday Shores lots unless previously exempt on January 1, 2021 and then Su Twan Lake and any previously exempt lots on January 1, 2026.

EROSION CONTROL STRUCTURES
All waterfront lots on Holiday Shores Lake and Su Twan Lake shall be equipped with an approved and maintained erosion control structure. Structures existing as of January 1, 1987 may not be deemed unapproved as to design or materials at any future date, and may only be deemed improperly maintained if said structure, all or in part, fails to prevent shoreline erosion at which time it needs to be brought to current standards. The adequacy of the existing Erosion Control Structure will be evaluated by the Building Committee on any new home built on a waterfront lot. Plans for new Erosion Control Structures shall be submitted to the Building Committee for approval prior to beginning construction. The Building Committee will provide property owners with information about recommended materials to be used for construction upon request. (5/16/26)

DEPOSITS
Those waterfront lots not equipped with an approved or properly maintained Erosion Control Structure shall deposit with the Holishor Association, as a guarantee that such a structure will be constructed or repaired, $100.00 per running foot of unprotected shoreline up to $5,000 per year until so equipped.

STRUCTURE MAINTENANCE
Where an Erosion Control Structure is not maintained, the Association shall notify said property owner through 1st Class Mail, before August 1st of any year. Failure by the property owner to correct or repair the structure by the following December 31st, shall subject said property owner to the deposit, referred to in the above section "DEPOSITS", on the following day, January 1st.

DEPOSIT FORFEITURE
Property owners who fail to pay said deposits shall be subject to suspension of all rights and privileges to the use of Holiday Shores Lake and all other Association facilities and have a lien recorded against said property, until paid. All deposits paid, or unpaid and due, shall be forfeited to the Holishor Association if held and/or due over 6 months. The Board of Directors by majority vote may grant a time extension due to special circumstances. (9-24-94)

VARIANCES
A property owner may apply to the Building Committee for a variance to these requirements for all or part of said property, or if it is a properly maintained beach area. All variance must be approved by the Board of Directors.

DISPUTES
Questions regarding exemptions, proper materials, workmanship, and maintenance of said structures, shall be settled by a majority vote of the entire Building Committee. A property owner may appeal such decision to the Board of Directors, whose majority decision shall be final.

Rules

Part III

The rules authorize the Board of Directors to adopt and administer rules and regulations for the use of areas and facilities owned controlled by the Association. They may be amended at monthly Board of Directors meetings.



HOLISHOR ASSOCIATION, INC.
RULES

MEMBERSHIP

Associate Member

Memberships that pay dues and have voting rights, which are in good standing, shall be authorized to sponsor Associate Members.

- The Sponsoring Member shall register these individuals in the Holishor Association office.
- No more than 4 individuals may be registered per Membership per calendar year.
- Registrations expire each December 31st.
- The Sponsoring Member can establish additional facility restrictions on the Associate Member. (i.e. cannot have guests, cannot use watercraft, etc.)

The Associate Member is not authorized to operate watercraft except those registered by the Sponsoring Member. If operating a watercraft, the Associate Member must comply with current Illinois Boating Safety requirements and have a valid Boating Safety Certificate as required by the IDNR in their possession while operating any watercraft. Any person operating a watercraft on Holiday Lake must be informed of and acknowledge understanding of the Boating Rules and Regulations prior to operation of any watercraft. Associate Member must produce a valid Associate Member ID card and photo ID upon request.

This class of membership does not retain any rights or privileges to:

- Attend board meetings, annual meetings or special meetings
- Vote on Holishor business
- Apply for or serve as a member on the Board of Director
- Register a watercraft with Holishor Association
- Be a member of the ski club.
- Associate Members may not independently rent the clubhouse or sponsor someone to rent the clubhouse.

All privileges of the Associate Member will be suspended in the case their Sponsoring Member should cease to be a Member in good standing until such time those circumstances are remedied. Privileges may be suspended or revoked at any time, without notice by either the Sponsoring Member or by the Holishor Association, Inc. The Associate Member must abide by the Holishor Association, Inc. Community Instruments. The Sponsoring Members are responsible for the actions of these Associate Members and their guests, and as such the Sponsoring Members are liable for any penalties and fines.

Other classes of Holishor Association members may not be an Associate Member.

An Associate Member is allowed to host no more than five (5) guests. These guests are not allowed to operate a watercraft. If multiple Associate Members, of one member, are utilizing Holishor Association amenities at the same time, the maximum number of guests shall not exceed ten (10) in aggregate.

(*Ref: Board of Directors Meeting 6-13-12, 9-24-25)*

Association Fees

Holiday Shores is a private, restricted community with its own governing body and rules and regulations. Each member will be assessed fees in accordance with the bylaws, to cover expenses such as maintenance of community areas, roads, security, purchasing of materials, hiring of personnel, etc. (see Holishor Association, Inc. Bylaws)

Exempt Members

Because of agreements made between the original developer (DSI) and previous owners of the farm property on which this development is built, several membership exemptions have been granted. They are as follows: Gilbert Gueswelle and his heirs; the Elmer Buesser family heirs and the Robert Coffman Sr property on a limited basis (see exempt members folder). (*Ref: Transfer Agreement Attachment, Dec 61)*

Madison County does not pay dues and assessments on the lots that they have taken for taxes because they do not own the property, they are acting as trustees. *(Ref: Evelyn Bowles, Madison County Clerk, Jan 93)*

Exempt members, who do not own property, shall use #1017 as the lot number for their watercraft. (*Ref: Board of Directors Meeting 2-23-94)*

Miscellaneous
A limited number of persons have authorization to use Association facilities based on legal proceedings. Such persons will abide by any/all rulings from those proceedings, as well as all Holishor Association, Inc. Community Instruments. (*Ref: Board of Directors Meeting 6-13-12)*

Membership Identification
Association facilities are for the use of members and approved classes of members as indicated in these Community Instruments. Holishor Personnel shall retain the right to verify proof of residency and membership status of any person(s) using Association facilities. *(Ref: Board of Directors Meeting 2-8-12)*

Guest Identification
Guest do not require identification but must be accompanied by a member or associate member. (*Ref: Board of Directors Meeting 3-12-25)*

Marine Identification
Dealer Marine Decals: Upon showing proof of liability insurance, property owners in good standing, who are also in the business of selling boats will be issued two sets of marine decals. These decals are to be present on a watercraft, whenever a watercraft from their dealership is in/on the lake.
(Ref: Board of Directors Meeting (1-26-94) (6/24/26)

Non-Highway Vehicles
Non-highway vehicles as defined by Illinois statue 625 ILCS5/11-1426.1 with valid Holishor decals and lot numbers will be allowed on Holiday Shores roads where the posted speed limit is 35 miles per hour or less. Operators and the non-highway vehicles must meet the current requirements and any future amended by the state as set out in accordance with IL statue (625 ILCS 5/11-1426.1).
Holishor decals for the non-highway vehicles must be purchased in the Holishor Office for $15 annually.

LEVEL 1 INFRACTION: Penalty $50
1. The Holishor member is responsible for the actions of any person within/on the member's non-highway vehicle at all times. No guest may operate a non-highway vehicle unless they are accompanied by a member or have a valid Associate Member Pass.
2. Holishor decals and lot numbers must be affixed to the right & left sides of the vehicle. Lot numbers shall be at least 3 inches in height and a contrasting color to the vehicle.
3. Minimum liability insurance must be carried on the vehicle.
4. Vehicle operators must have a valid driver's license.

LEVEL 2 INFRACTION: Penalty $100
1. Careless or Reckless Operation. No person shall operate a non-highway vehicle in a careless or heedless manner to endanger any person or property or cause damage to any Holishor property.
2. Failure to provide minimum safety equipment as listed in Illinois statue 625 ILCS5/11-1426.1.
3. Repeated violation of Level 1 infraction.

LEVEL 3 INFRACTION: Penalty $200
1. Repeated violation on Level 2 infractions. *(Ref: Board of Directors Meeting 01-22-20, 08/09/2023)*

Club Activities
Participation in the ski club will be limited to Association Members only.

Only members in good standing and their guests are allowed to use Holishor Association facilities. Non-members of the Association may not be members of any organization which use Association facilities. *(May 1993)*
(Ref: Board of Directors Meetings 3-14-90, 7- 27-90, 1- 23-91, 2- 13-91, 2-27-91)
(Use of Association Amenities 5- 12-93)

All fund-raising events that are to take place must be submitted to the Board of Directors for approval. (*Ref: Board of Directors Meeting 5-25-94)*

Building Permits
Building permits must be obtained for any structure that the property owner may want to build or place on their property. The Association Building Committee must first be contacted for approval. (See current Building and Architectural Requirements)

Any person who has construction underway and has not obtained a building permit, if such construction requires a building permit, shall be sent a letter informing the member that they are in violation of the building requirements. The letter would ask that the member attend the next building committee meeting and submit their plans for the purpose of obtaining a permit. Failure to attend the meeting would result in the suspension of the member's rights and privileges.
(Ref: Building and Architectural Requirements Board of Directors Meeting 10-10-90)

No permits shall be issued for boat houses. The section on permits for boat houses shall be removed from the building requirements. *(Ref: Board of Directors Meeting 7-8-98)*

Building permit refunds will be forfeited if the construction is not completed within six months and an extension has not been granted or the contractor has not applied for a refund.
(Ref: Building and Architectural Requirements Board of Directors Meeting 8-22-90)

Moving Containers, PODs and Other Shipping or Storage Containers
Portable moving / storage units (e.g. PODS), shipping containers and similar items - collectively referred to as "Containers", are not permitted as permanent storage but may be used on a temporary basis for up to 90 days. If a member is going to use a Container, they should inform the Holishor office with the expected delivery and removal dates. If Holishor personnel see a Container on your property and the office was not notified of its delivery, the Association will issue a letter requesting a copy of the delivery paperwork. The member will have seven days to provide the paperwork. Failure to do so will result in a warning letter, after which the member will have 14 days to remove the Container before fines are assessed per the Holishor Association Building & Architectural Requirements.
If a member requires a Container for longer than 90 days, they must notify the Holishor Association Office and provide an anticipated removal date. Once a member has had a Container on their property, they may not have another Container for a minimum of 6 months. *(Ref: Board of Directors Meeting 9-9-2026)*

House/Lot Numbers
Effective June 1st, 2005 all homes and lots within Holiday Shores will be required to have their (lot) numbers and/or letters displayed in/or on the front of their house, easily visible from the street. Lakefront homes and lots must also have similar numbers and/or letters displayed on the lakeside of their property. The numbers and/or letters must be placed on seawall, or dock that is easily visible from the lake. Such numbers and/or letters should be placed above the full pool water line and should be placed in such a manner as to easily identify the lot.
All numbers/lettering used shall be at least four inches in height but no more than twelve inches in height. Metal, wood – stained or painted, plastic, concrete, or rock composition is required. No spray painting is allowed. These numbers/letters must be in a contrasting color. Failure to comply with this rule will result in a $50.00 fine. The fine will be levied on a monthly basis until compliance is met. Continued non-compliance may result in loss of rights and privileges.
(Ref: Board of Directors meeting, 2-23-05, 6-26-24)

FACILITIES

Clubhouse
Holishor Association will receive 20% of any fees collected when classes are conducted, in the clubhouse for association members and a fee is charged. The individual conducting the
classes must provide proof of liability insurance. *(Ref: Board of Directors Meeting 8-26-87)*

The Holishor Association Clubhouse building is a "No Smoking" area. Smoking is allowed only in the bar and restaurant area. *(Ref: Board of Directors Meeting 1-14-98)*

MEMBERSHIP PRIVILEGES

Beaches

The following rules govern the use of all beaches provided by the association for the use of members and their guests. These beaches are commonly identified as:
Main or Clubhouse Beach
Cedar Beach
Tamarach Beach
For purposes of these rules, the beach is defined as the sanded area adjacent to the water or as defined by a retaining wall.

The current Illinois Department of Public Health Beach Regulations as well as these association regulations governs the use of the beaches. The Illinois regulations in effect at the time of this writing are stated below: The beach water is not suitable for drinking. Avoid swallowing beach water. Admission to the beach may be refused to all persons having any contagious disease, infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, carbuncles, boils, diarrhea, vomiting, inflamed eyes, ear discharges, or any other condition which has the appearance of being infectious. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages of any kind may also be refused admittance. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the beach area.

1) Littering is prohibited. In addition, no food, drink, gum, or tobacco is allowed in the water. Glass containers are prohibited throughout the beach area.
2) All children not toilet-trained shall wear tight fitting rubber or plastic pants.
3) No one should swim alone.
4) Persons under the age of 16 must be accompanied by a responsible person 16 years of age or older.
5) Personal conduct within the beach must be such that safety is not jeopardized.
6) Diving in shallow water is not permitted.
7) Caution shall be exercised in the use of diving facilities.
8) Swimming is prohibited after sunset or before sunrise, or when thunder is heard or lightning is seen, including a 15-minute period after the last lightning or thunder is detected.
9) No pets are permitted in the beach area.
10) Feeding of wildlife or other actions that encourage their presence is prohibited.

The Association is not responsible for clothing and/or valuables, or for personal injury sustained while on the beach, in the water, in the common areas or in the clubhouse area.

The ski beach is located at the north end of the lake. Swimming in this area is prohibited. Enter and leave the area in established counterclockwise traffic pattern. (See current boating rules and regulations)

Swimming is allowed in the marked areas only.
No breakable containers are permitted.
Littering is prohibited on the beaches and playground areas.
Violators of the above rules are subject to the fines and restrictions contained elsewhere in these rules and by-laws. *(Ref: Board of Directors Meeting 6-8-06, 03-26-25)*

Picnic Areas

Picnic areas, barbecue pits and picnic tables are available for member's pleasure at areas located throughout the development. Trash cans are provided. Fires are only allowed in barbecue pits. The pavilions and picnic areas are available on a first come first serve basis; they may not be reserved. (*Ref: Board of Directors Meeting 5-27-87)*

Outlots

At intervals around the lake are numerous "out lot" areas, which provide access to the lake for property owners. Property owners can also leave their boats tied up at these areas.

Boat docks--A limited number of boat docks may be built on Association owned outlots with the prior approval of the Building and Architectural Committee. The Building and Architectural Committee will determine the design of these docks. Docks built become the property of the Association. The Association may remove the dock if in a state of disrepair. *(Ref: Board of Directors Meeting 5-9-01, 6-27-01)*
Association lots will not be used for the storage, parking or placement of any personal property of either members or non-members without the approval of the Board of Directors. *(Ref: Board of Directors Meeting 9-26-90)*

Marina and Boat Launching Ramp
The marina is located on the west side of the lake. It is a private concession. Boat slips, gas, boat repairs and other marine facilities are available to the property owners at a nominal fee. (contact the marina operator for information)

The launching ramp is for the convenience of the property owners and is located at the marina. Entry into Holiday Lake will be restricted at the boat ramp. A cable and lock will be placed across the ramp. It is the responsibility of all members of Holishor Association to make their best efforts to prevent non-members from using the private amenities that members are privileged to use. In an effort to protect our lake against unauthorized use, please lock the Marina boat ramp cable as soon as possible after launching or removing your watercraft. If there are others in line after you use the ramp, you may leave the cable down as long as the watercraft behind you has proper year decals and lot numbers. It is the responsibility of the last person in line to be sure the cable is locked. If you are the only one using the ramp at the time, you may launch your watercraft, park your vehicle, and then lock the gate upon returning to your watercraft. If you are removing your watercraft and no one is in line to use the ramp, please load your boat onto the trailer, pull forward so the trailer is clear of the cable, then immediately lock the cable.
This rule will follow Holishor fines and penalties structure.
Keys will be available for a $3.00 deposit. Property owners may launch their boats from this ramp at no charge, but the marina operator may charge for parking cars and/or boats in their parking lot.
(Ref: Board of Directors Meeting 1-31-01, 1-13-20)

Privately-Owned Waterfront Lots
The use of privately owned waterfront lots is restricted to the owner and his guests. The shoreline belongs to the lot owner. Prosecution for trespassing will be the responsibility of the lot owner. Members who own waterfront lots may, with the prior approval of the building committee, construct their own private beach, boat dock and/or raft permanently affixed to their lot above the waterline. (see current Building and Architectural Regulations)

Privately-Owned Lakeview Lots
Members owning lots other than waterfront lots have full privileges of the lake. They may not cross over property owned by waterfront owners and may not utilize such property without explicit permission of the owner. They have access to the lake for swimming at the beaches owned by the Association.

Su Twan Lake
Su Twan Lake is set aside for bank or rowboat fishing only. Electric motors shall be allowed.

North Pond
Only fishing from the bank is allowed. Boating or swimming is not allowed.
(Ref: Board of Directors Meeting 10/8/08)

Suspension of Privileges
Continued violation of the Bylaws, Rules, Regulations and Restrictions shall be just cause for the suspension of a member's right to use the Association facilities. The decision of the Board of Directors shall be final.
Members whose Rights & Privileges have been suspended will be placed in a prominent place in the Holiday Times. *(Ref: Board of Directors Meeting 9-12-01*)

LAKE

Barge Rules
Refer to Building Permit & Building & Architectural Requirements *(Ref: Board of Directors Meeting 3/26/26)*

Boating Rules
See Current Holishor Boating Rules

Marina boat rentals: The marina will be fined if boats are rented to people other than members in good standing at the following rate structure:
INFRACTION – MARINA BOAT RENTALS
1st Offense - $100 fine
2nd Offense - $200 fine, offense having occurred within one year of the first offense.
3rd Offense - $300 fine, offense having occurred within one year of the first offense. (6/24/26)

No Wake Water Levels

When the lake level reaches 9" over full pool the lake shall be made "no wake" for boats. There will be a marker at the marina and the dam. *(Ref: Board of Directors Meeting 7-28-93)*

No wake low level is set at 16 inches below full pool. (*Ref: Board of Directors Meeting 12-13-00)*

Dredging

The mud cat shall not dredge within 25' of the Marathon Pipeline which crosses the north end of the lake. *(Ref: Letter Marathon Oil 8-91, Board of Directors Meeting 8-14-91, 9-11- 1991)*

Shoreline Protection

See Article XV – Shoreline Erosion Prevention *(5-16-26)*

No additional variances will be granted, other than to new owners, for shoreline protection (seawalls). (*Ref: Board of Directors Meeting 1- 24-90)*

Permanent variances shall be granted to lots 1759, 1760, 1762, 1765 and 1766. This variance allows for review of existing conditions. (*Ref: Board of Directors Meeting 8-10-94)*

Trees/Brush In Lake

Members may not place trees/brush in the lake for any reason. The only trees/brush to be placed in the lake wi11 be done by the lake quality/fish committee, with the permission of the Board of Directors. Trees and brush are allowed under docks only when they are properly secured. *(Ref: Board of Directors Meeting 2-28-96, 3-27-96)*

Sale of Water

Sale of lake water out of the boundaries of Holiday Shores for any purpose shall not be permitted. *(Ref: Transfer Agreement 5-70, Board of Directors Meeting 5-14-90)*

The sale of water to Fosterberg Water District on July 17, 1993 was agreed for emergency purposes only. The Board does not give HSSD the right to sell water to anyone without Board permission. (*Ref: Board of Directors Meeting 7-23-93)*

PROPERTY

Sale of Association Owned Lots

A minimum of $500.00 or 6% of the sale price whichever is greater to the realtor selling association lots. The bid will be submitted to the Board of Directors for their consideration. The Association maintains the right to sell their own lots without commission. (*Ref: Board of Directors Meeting 10-24-01)*

Trespassing and Soliciting

The Association Manager shall be granted the authority to act as the authorized agent of Holishor Association to: Give notice to persons pursuant to Illinois Revised Statutes, Chapter 38, Section 21-3, which pertains to criminal trespass. This is strictly for people who have no business being in Holiday Shores. Letters shall be sent to offenders signed by the Association Manager only and shall be sent certified mail. *(Ref: Board of Directors Meeting 2- 22-89)*
To notify nonmembers that soliciting is prohibited in Holiday Shores. Soliciting will be allowed by the families of members for schools, scouts and other non profits for the benefit of children residing in Holiday Shores. To contact Madison County and file trespassing charges against any nonmember violating this rule.
(Ref: Board of Directors Meeting 5-8-24)

Punitive Fines
Tickets that must be mailed (in lieu of issuing in person) and all hearing notices shall be sent certified mail, return receipt requested. (*Ref: Board of Directors Meeting 7-26-89)*

MISCELLANEOUS

Holiday Times Reader's Forum
All letters submitted to the Reader's Forum must be in good taste, they must be signed, and the member's lot number provided. A disclaimer will be written to the effect, "the opinions
expressed are not necessarily those of Holishor Association. Inc. or the Board of Directors. One page of the Holiday Times will be provided for the letters. Each letter will be limited to 200 words. All letters must be submitted between the first and the tenth day of the month that the paper is being printed. The "number of letters used will be at the discretion of the editor. *(Ref: Board of Directors Meeting, 9-14-88)*

Portable Toilets
No portable toilets are to be placed on member's property without the permission of Holishor Association. *(Ref: Board of Directors Meeting)*

Ditch Maintenance
The maintenance of ditches and culverts are the responsibility of the property owner. Yard waste and debris shall not be allowed to accumulate in ditches or culverts at any time.

Ditches and culverts identified by Holishor Association as unkept will be subject to punitive fines. *(Ref: Board of Directors Meeting 6-1-2019)*

Yard Waste Burning
Yard waste (grass and bush/shrub trimmings) may be burned on the owner's property from sunrise to sunset. There are no restrictions as to whether the yard waste is to be burned on
the ground or in a container. All Madison County laws will be observed.
(Reference: Madison County Environmental Board of Directors 6-27-90)

Mowing
The bylaw requirements pertaining to grass height and mowing (10") will be aggressively enforced.
(*Ref: Board of Directors Meeting 5-28-98)*

Fishing and Hunting
Property owners are governed by the State Conservation Laws on fishing. Fish may be taken from Holiday Lake, the North Pond and Su Twan Lake by attended hook and line only. Fishing on Holiday Lake, the North Pond and Su Twan Lake shall exclude trot lines, jugging, bow and arrow, cross bow, seining, pitchfork, spear, spear gun, gigs, firearms or unattended lines unless conducted by the Association.

No fishing is ever allowed in designated swimming areas.

Hunting is prohibited within the boundaries of Holiday Shores. No discharge of firearms is allowed in Holiday Shores.

The Illinois Department of Natural Resources may make recommendations and changes to creel limits which will be posted. The Association may amend limits in order to protect or manage any fish species.

Species	Daily Limit	Size Limits
Largemouth Bass	2	16" minimum length
Hybrid Striped Bass & Striped Bass	1	20" minimum length
Channel Catfish	2	20" minimum length (Total-All Catfish Species)
Flathead & Blue Catfish	2	20" minimum length (Total-All Catfish Species)
Bluegill / Redear	30	No Size Limit
Crappie (All Species)	20	8" minimum length (Currently no limit until 2027)

(*Ref: Board of Directors Meeting 2-28-24, 4-10-24, 1-14-26)*

The north ponds are catch and release for largemouth bass through 12/31/2027. (*Ref: Board of Directors Meeting 7/6/2025)*
No fishing is permitted from the shores of private property or docks of private property except with owner's permission.
No warnings will be issued for violation of fishing regulations and the creel will be seized and released and the violator subject to a fine. *(Ref: Board of Directors Meeting 8- 27-86, 7-24-96, 8-24-08, 2-24-21, 2-23-22)*

Camping
In conformance with the sales agreement restrictions, no camping shall be allowed. Camping is further defined to include no person or persons shall be allowed to stay on the property all night without first having an approved residence constructed on the property. This includes staying on boats overnight. This shall not be construed to limit the use of property at night but rather to keep people from sleeping overnight.

Handicapped Parking
Official handicapped parking signs shall be put in place at the clubhouse and Madison County will be called to ticket vehicles that are illegally parked in handicapped designated areas.
Handicapped parking spaces should be marked, and signs posted in accordance with existing laws.
(*Ref: Board of Directors Meeting 3- 8-89)*

Free Newspapers
Newspapers are not to be delivered within Holiday Shores unless they are asked for; members are to contact the individual papers. *(Ref: Board of Directors Meeting 2-12-92)*

Signs
No sign of any type shall be posted inside Holiday Shores.
(Ref: Covenants and Restrictions Board of Directors Meeting 1- 9-91)

Political signs will be no larger than 26 inches x 16 inches in size.
(Ref: Board of Directors Meeting 12-13-00, 06-28-23)

Signs to celebrate graduation or the welcoming of military personnel back home can be displayed no more than thirty days prior to the event and must be taken down no later than 30 days after the event.
(Ref: Board of Directors Meeting 10-13-21, 06-28-23)

Birthday or anniversary signs may be displayed no more than 1 week prior to the event and must be taken down no later than 3 days after the event. (*Ref: Board of Directors Meeting 8/23/23)*

The following signs have been allowed in the past without any written guidelines and will continue to be allowed in the future. Signs, posted by members, directing the general public to their place of residence or other locations within Holiday Shores for the purpose of a party or similar events or a garage or yard sale may be posted on the day of the event. These signs will be removed no later than the day following the event.
(*Ref: Board of Directors Meeting 06-28-23)*

Real estate open house signs may be posted on the day of the event and must be removed at the conclusion of that day's event. Open house signs may only be posted on Saturdays and Sundays.
(Ref: Board of Directors Meeting 06-28-23)

Properties designated as commercial shall be allowed to post signs that relate to the business that is being conducted on that premises. (*Ref: Board of Directors Meeting 06-28-23)*

The posting or display of any other signs, including but not limited to for sale signs, keep out signs, no trespassing signs, beware of dog signs, etc., must be requested from the Board of Directors in writing.
(*Ref: Board of Directors Meeting 6-28-95, 1- 22-92, 06-28-23)*

Holiday signs can be displayed no more than thirty (30) days prior to the holiday and must be taken down no later than 30 days after the holiday. Standard door, porch, stoop, etc. signs or mats welcoming guests will be acceptable. *(Ref: Board of Directors Meeting 9-8-04, 06-28-23)*

Branded security signs from an established security company may be placed in a member's yard. Signs shall be no larger than 10 inches x 10 inches in size.
Placement of the branded security signs shall be near the front door of the property, in or near the landscaping, facing the street. Placement may also include near the back door of the property, in or near the landscaping.
Limit of no more than two (2) yard signs per house.
Security window decals from an established security company, visible from the outside windows, are acceptable.
Security signs other than those listed above will require a variance request from the Board of Directors.
(*Ref: Board of Directors Meeting 8/23/23*
Lot number signs may be placed on all unimproved lots within Holiday Shores if the specifications are met: Maximum Size: Length 24 inches by Height 12 inches; Minimum Number Size: 4inches in height. No spray painting is allowed. The numbers must be in contrasting color; Material: Wood- stained or painted, metal or plastic; Attached to Pole or Stake; NO ADVERTISING *(Ref: Board of Directors Meeting 9-23-15, 06-28-23)*

Property Identification Plaques
Property owners shall have the ability to identify and market their homes and lots with a Property Identification Plaque. Property Identification Plaques are a voluntary, not mandatory program. Plaques are only allowed on properties that are for sale.

Specifications for Property Identification Plaques:

- Be exactly 6" x 8", with a beige background.
- Have 2" black lettering, which shall identify the lot number.
- Have QR Code located at the bottom in the center of the plaque.
  QR Code may only be utilized by the owner to provide contact information, realtor information, if applicable, selling price and lot size.
- Have a red triangle in upper right-hand corner of the plaque.
- Shall be positioned on a stake 30-36 inches above ground level.
- For Homes, the plaques shall be placed on the property in one of two locations: next to property owner's mailbox post or next to the property owner's driveway closest to the house. The plaque must be not more than 6 feet back from the street.
- For lots, the plaques shall be placed on the property near the center of the lot and the plaque must be not more than 6 feet back from the street.
- Placement of the plaque must not interfere with any community services such as postal carrier mail deliveries, trash, recycling, and yard waste collection or snow removal.

Sample: Property Identification Plaque



(Ref: Board of Directors Meeting 4-27-2016, Rule in effect: 7-27-2016, 06-28-2023)

Tractor Trailers
Parking of semi-tractor trailer rigs is not permitted on Holiday Shores roads, Association owned properties, or Holishor Association easements. Parking of semi-trailers is not allowed within Holiday Shores. Parking for semi-tractor trailer rigs providing member services (i.e. member deliveries, moving rigs. etc.) are allowed for no more than 1 day. Permission must be granted by Holishor Association for semi-tractor trailer rigs who wish to park more than 1 day. Members are allowed to park semi-tractors only on their property.
(Ref: Board of Directors Meeting 9/12/07, Rule in effect as of 11/12/07)

ADMINISTRATIVE

Board Meetings
Tape recordings of board meetings will be kept for a minimum of five years. Any member, in good standing, may listen to the tapes of the Board of Director meetings. The tape recorder is to be hooked up in the office and then the member may listen to the tapes with earphones. The minutes may not be copied. The member must also state in writing why they want to hear the tapes. The Board does not have to rule on meeting tapes.
(Ref: Board of Directors Meeting 9-10-86)

Items for open floor discussion should be received in writing at the Holishor office by the close of business the Wednesday before the board meeting, to allow ample time for the board to research member's suggestions or concerns. Emergency items requiring immediate action may be submitted in writing to the President of the board before the meeting begins. *(Ref: Board of Directors Meeting 9-12-01)*

Collections
A late fee of 1.5% per month shall be charged on delinquent accounts of Association property owners, and a fee of $125.00 will be assessed per lien filing instance. In addition, members may be subject to formal collection actions, including but not limited to, legal proceedings and wage garnishments.
(Ref: Board of Directors Meeting, 12-14-11. $75 fee schedule effective 1-1-12.
$125 fee schedule effective 1-22-2020)

Fiscal Year
The association fiscal year shall run with the calendar year.
(Ref: Schoppet (accountants), Board of Directors Meeting 3-9-88)

Tax Exempt Status
The Internal Revenue Inc. has denied Holishor Association Inc. tax-exempt status
(Ref: Board of Directors Meeting 9- 23-87)

Replacement and Renovation Account:
Purpose: The replacement and renovation account was established for the purpose of providing a reserve of funds for future purchases of capital equipment or major renovation expenditures. The replacement and renovation account shall be used for non- budgeted purchases of replacement equipment and for renovation when such purchases or renovations exceed the sum of $5.000.00.
Approval Process: All proposed expenditures from the replacement and renovation account shall be approved by the Board. After initial Board approval, notification of intent to expend funds from the account will be published in the next edition of The Holiday Times, together with the items(s) to be purchased and the reasons for their purchase. After publication of the proposed expenditures in the Holiday Times members shall have the opportunity to express their opinion on the expenditures at the next two regularly scheduled Board meetings.

Procurement: At the end of the second Board meeting, following publication, and after due consideration of members' comments, the Board shall make its final decision.
(Ref: Annual Meeting, May 89, Board of Directors Meeting 7- 13-89)

If the expenditure is less than $15,000: Board may elect to proceed with the purchase or expenditure if deemed an immediate need. Notification of the expenditure(s) must be included in the meeting minutes and published in the Holiday Times. *(Ref: Board of Directors Meeting 1-14-09)*

Membership Records
Members may have access to a membership listing only in the office. The listing may not be handed out. The user of the list will be restricted to committee purposes. *(Ref: Board of Directors Meeting 9-11-85)*

Any member, in good standing, wishing to view the association member report must first make their request in writing to the Board of Directors. This request should state their reason for
wanting to view the report. The Board of Directors will then decide if the request is granted.
If the Board does grant the request to review the report then a time that is convenient for the office staff can be arranged for the viewing. (*Ref: Roger Murphy, Attorney 1-30-90)*

HOLISHOR PERSONNEL

Holishor Association, Inc. employees are allowed to use Association facilities during their term of employment, including authorized watercraft. They must abide by all rules, regulations, and watercraft registration requirements as provided in the Community Instruments. Non-compliance may result in disciplinary action, including fines or termination. *(Ref: Board of Directors Meeting 6-13-12)*

Absence of Association Manager
In the absence of the Association Manager, the manager or the Board of Directors has the right to designate his replacement. *(Ref: Board of Directors Meeting 12-10-03)*

Association Manage Fiscal Limitations
The Association Manager is limited to expending Association budgeted funds and/or fiscally obligating Association funds in amounts greater than two thousand five hundred dollars. Any budgeted expenditure and/or obligation in excess of two thousand five hundred dollars must be approved by the Holishor Association, Inc. Board of Directors. *All* un-budgeted expenditures must be approved by the Holishor Association, Inc. Board of Directors. All bids and/or proposals in the amount of fifteen thousand dollars ($15,000.00) or more must be submitted to the Holishor Association, Inc. Board of Directors via sealed bids and will be opened and read at regularly scheduled or special Holishor Association, Inc. Board of Directors meetings.
(Ref: Board of Directors Meeting 12-8-04)

Worker's Compensation & Accident Reporting
While working for Holishor Association, Inc. all employees will immediately report any accident or injury, however minor, to their supervisor. Failure to promptly report accidents can cause delay in payment of medical bills and a delay in receiving any workmen's compensation, if due. Ref: Ken Woycke, President, Jan 90

Worker's Compensation for Volunteers
Volunteers are not covered under workmen's compensation insurance. They are covered under our liability policy if they are injured through the fault of the Association. If they are injured because of their own negligence, they would not be covered. All volunteers will be informed and a release will be given to them to sign. (*Ref: Board of Directors Meeting 3-28-90)*

Life & Health Insurance
There shall be a ninety-day waiting period before employee health and life insurance is given to permanent full-time employees
(*Ref: Board of Directors Meeting 7- 26-89)*

Vehicles
Association vehicles shall not be used by anyone for personal business.
(Ref: Board of Directors Meeting Feb-Mar 89)

Office personnel will be allowed to use their own personal vehicles, if they so desire, to do occasional association business with the approval of the Association Manager. Proof of insurance should be provided by the employee.

The Association insurance covers the Association under the "hired but not owned" portion of the present policy. "Hired but not owned" does not cover the employee's vehicle should an accident occur while driving on Association business. The employee should be advised of this. *(Ref: Board of Directors Meeting, 1-10-90)*

Lake Privileges
Employees, who are not members of Holishor Association, Inc., may have boat decals providing they show proof of liability insurance. They are also subject to all of the rules and regulations of the association.
(Ref: Board of Directors Meeting 3- 2-88)

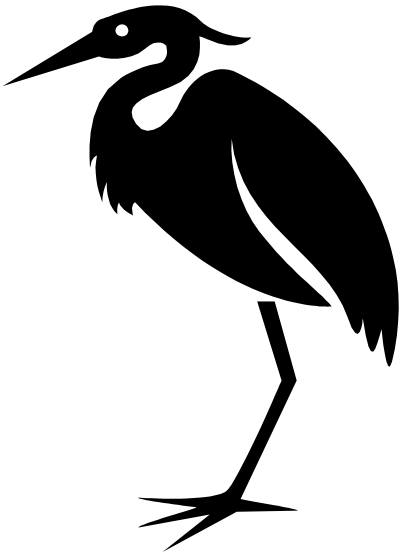
Overtime Pay
For hourly employees, overtime (work week of more than 40 hours) must be paid at a rate of 1-1/2 times the hourly rate. Time off (compensation time) at the rate of 1-1/2 times is **NOT** allowable in the state of Illinois.

Security-Uniforms
Security officers shall be in uniform while they are on duty. *(Ref: Board of Directors Meeting 5- 8-91)*

Vacation Pay
No employee is to be paid for vacation time in lieu of the actual time off.
(Ref: Board of Directors Meeting 9- 13-89)

Board Actions

Part IV



NEW RULE / CHANGE PROCESS

The following process will be followed by the board of directors when proposing a new rule or to make a rule change, for other than a one time, temporary change or under emergency conditions.

The purpose of this process is to allow Association members an adequate opportunity to comment on the proposed rule(s) change(s).

The board of directors can implement a rule or rule change under emergency conditions as they deem appropriate when the waiting period specified below would infringe upon the effective management of the Association.

Proposed rules changes must be in written form when a motion is made and seconded to propose a rule or a change. Discussion then ensues. The board will suspend voting on the motion until such time as the proposed rule or change has been posted to the association web site and displayed in the association office for 4 weeks.

The Board of Directors reserves the right to amend the wording of the rule prior to a vote, provided that such changes do not distort the original intent or meaning of the rule and ensure alignment with current laws and regulations. If such changes happen during the meeting when the vote on the rule was scheduled to take place, the vote will be postponed until the next board of directors meeting.

The rule will become effective no earlier than 60 days after approval or later as designated by the board.

(Ref: Board of Directors Meeting 9-8-04, 12-11-24)