

BERTINETTI LAKE FRONT PROPERTY OWNER'S ASSOCIATION, LNC.

REGULATIONS ON LAKE USE

*Updated with approved amendments up through July 1, 2023.
(See separate amendments passed at the end of this document.)

WHEREAS, title to Lake Bertinetti in Christian County, Illinois (legally described on attached Exhibit I) is vested in Bertinetti Lake Front Property Owner's Association, Inc., an Illinois not for profit corporation ("Association");

WHEREAS, the Members of the Association are the owners of lots with frontage on Bertinetti Lake, and the lot numbers for each Subdivision having Lake frontage are described and set forth on attached Exhibit II;

WHEREAS, each owner of each lot having frontage on Bertinetti Lake acknowledges and agrees that at the time of the acquisition of the lot having frontage on Bertinetti Lake that (i) there were in existence certain covenants and restrictions on use of Bertinetti Lake and (ii) that the existing covenants and restrictions on use of the Lake were subject to amendment now and in the future by a majority vote of the lot owners.

NOW *THEREFORE*, THE MEMBERS OF THE ASSOCIATION (BEING THE LOT OWNERS WITH FRONTAGE ON LAKE BERTINETTI) ADOPT THE FOLLOWING COVENANTS AND RESTRICTIONS ON LAKE USE FOR BERTINETTI LAKE:

1. Use of Bertinetti Lake is limited to Members of the Association and invitees and members of the immediate family of each Member. For all Lake use each Member of the Association is responsible for (i) the acts and conduct of the invitees and members of the immediate family of each member, and (ii) full compliance with these Regulations on Lake Use by all invitees and members of the immediate family of each Member.
2. The use of Bertinetti Lake shall be in such manner as not to create an unsanitary condition in any portion of said Lake or tend to create a public or private nuisance in any part of said Lake. A Member may temporarily or permanently forfeit rights to use the Lake if the Board of Directors of the Association determines that a Member causes an unsanitary condition in any portion of said Lake or tends to create a public or private nuisance in any part of said Lake.
3. Boats shall be limited to a motor having an engine of ten horsepower or less. No person shall operate any boat at a speed greater than a rate of 5 miles per hour. All boats operating on the lake shall not create a wake. No internal combustion engine or motor shall be operated on any boat on the Lake between the hours of 10:00 p.m. and 5:00 a.m. All boats operating on the Lake shall observe and conform with all state and federal laws and regulations applicable thereto.
4. The following activities are prohibited on the Lake at all times by all persons:
 - a. Water skiing, surfboard riding and tubing
 - b. Jet skiing and use of similar type jet propelled crafts.
 - c. Diving.

- d. Scuba diving.
- e. Swimming within 100 feet of the dam.

5. No person shall take, catch or attempt to catch any fish from the Lake by any method whatsoever except by hook or hooks attached to a single line. The use of any trout line, throw line, hand line or any line with numerous independent hooks attached thereto is prohibited. The use of any seine, trap or net is also prohibited except for the taking of small baitfish. Fishing shall be restricted to the Members of the Association and their immediate family and invitees. The Board of Directors of the Association shall determine the (i) the size of the fish that may be kept, and (ii) the number of fish that may be caught on a daily basis.

Pursuant to Rule 5 on the Regulations on Lake Use, the Board of Directors have set the following limits on fishing on Bertinetti Lake: No limit on catch and release. For Bass, must be 15" long to keep, maximum of 4 per day; For Catfish, must be 16" long to keep, maximum of 3 per day; For Crappie, must be minimum of 10" long, maximum of 10 per day; and No limit on Bluegill or Carp.

6. Any person using the Lake for any purpose (whether a permitted use or a prohibited use) does so at his or her own risk of injury to person or damage to property. No lifeguard or life saving equipment shall be provided by the Association. To the maximum extent permitted by law, a person using the Lake for any purpose waives any and all claims for injury to person or damage to property as against the Association and its Members, and the aforesaid waiver is a condition precedent to any use of the Lake. In no event shall the liability of the Association and its Members exceed the liability imposed by 745 ILCS 65/4.

7. The Association has the authority to levy and assess the members of the association the following fees for the following purposes upon the following conditions:

- a. A "maintenance fee" shall be for normal maintenance of the Lake, such as premiums for insurance, spraying for algae, weed control, placing young fish in the Lake, and other items directly related to normal use of the Lake causing expenses that can be reasonably anticipated to be incurred on an annual or more frequent basis.
- b. An "improvement assessment" shall be for payment of capital or other extraordinary expenditures that are not anticipated annually.
- c. The maintenance fee shall not exceed the sum of \$100.00 per year without prior written consent or approval of at least 60% of the Members of the Association who are in good standing. Any improvement assessment shall be approved in advance by the prior written approval or consent of at least 60% of the Members of the Association who are in good standing.

Pursuant to Rule 7(c) of the Regulations on Lake Use, the Annual Maintenance Fee was increased to \$400 per year by approval of more than 60% of the members in good standing effective July 1, 2023.

- d. A Member is prohibited from use of the Lake if the Member fails or declines to timely pay either the maintenance fee or the improvement assessment. The prohibition on use by the Member, and any successor in title or assignee of a Member, shall continue until all delinquent fees (both maintenance fee and improvement assessment) are paid in full plus interest at 5% per annum on each unpaid fee from the date the fee was first delinquent to the date of payment. A Member whose use of the Lake is prohibited by this Paragraph 7(d) shall be guilty of trespass if the

Member, and his or her invitees or family members, enter on the Lake for any purpose, and by committing such trespass, the Member is subject to prosecution for civil and/or criminal trespass under Illinois law.

- e. Any Member of the Association who is delinquent by sixty (60) days or more on any maintenance fee and/or improvement assessment shall not be in "good standing" until all delinquencies are paid in full.

(7e as approved and amended July 11, 2004.)

- f. **In** addition to all other rights **and** remedies granted to the Association under these rules and regulations, if any Member of the Association fails or refuses to pay any maintenance fees and/or improvement assessments as they become due on any lot, on the failure of payment of said fees and assessments after ninety (90) days' written notice of such delinquency given by the Association to such member, the amount of said fees and assessments shall become a lien on such member's lot in the subdivision in favor of the Association, and the Association shall have a right to record a notice of claim of lien, **and** proceed on such claim in accordance with the provisions of Illinois law for the foreclosure of mortgages (or any other applicable law). In addition, the Association has the right to commence an in person action against the member for collection of the fees and assessments in any court of competent jurisdiction. The Association shall be entitled to recover from the member all court costs and reasonable attorney fees expended to collect the maintenance fees and/or improvement assessments and/or filing **and** foreclosure of such lien. The officers of the Association for the benefit of all Association members may bring such liens **and** collection actions in the name of the Association.

(This new paragraph 7f approved July 11, 2004.)

8. The rules and regulations for Bertinetti Lake, as set forth above, may be amended at any time by a written consent or approval of a majority of the Members of the Association who are in good standing.

- a. An owner of a lot having frontage on Bertinetti Lake that is otherwise entitled to lake rights may petition the Board of the Association to permanently release and terminate lake rights for any lot that is deemed by the Board, after consultation with the Architectural Control Committee, to not allow building of a residential structure in conformity with the covenants of the applicable subdivision. Any unpaid dues or assessments shall accrue on said lot in the event any future owner of the lot seeks to petition for lake access. Once lake rights are terminated there is no guarantee that lake rights will ever be restored. The petitioning lot owner will, if the request is approved, sign and record at their expense a quit claim deed releasing for himself or herself, their heirs, assigns and all successors in title and interest, all lake rights from whatever source, including but not limited to riparian rights, rights under the covenants of a Bertinetti Subdivision, or otherwise.
- b. An owner of a lot having frontage on Bertinetti Lake that is otherwise not entitled to lake rights may petition the Board of the Association to have lake rights subject to all covenants and restrictions on lake usage. The Board of the Association must determine that the lot does have access to the lake and that extending rights is in the best interest of the Association. One condition will be that the lot owner pays **all** back maintenance fees and improvement assessments from October 2000.

(New paragraphs 8a & 8b approved July 11, 2004.)

9. For all purposes of this instrument, the words “duly written consent or approval of the Members of the Association” shall be either (i) when the appropriate percentage of the Members of the Association who are in good standing sign a written document setting forth the action adopted, or (ii) when the appropriate percentage of the Members of the Association who are in good standing vote in favor of a resolution or motion presented at a duly constituted meeting of the Members of the Association who are in good standing.

10. For all purposes this instrument, a Lake front lot owner not in good standing has no vote, and each Lake front owner, even if the lot is owned by more than one person, has one vote.

11. The terms and conditions of this instrument are and shall be binding upon each Member and are covenants running with the land for each lake front lot owned by each Member. Further, the terms and conditions of this instrument are and shall be binding upon each Member and his or her heirs, legatees, devisees, assigns, and successive owners in title and interest of each Member.

12. The right to enforce the regulations contained herein by injunction or other appropriate legal relief or remedy shall be and *is* vested in the Association, acting by and through its Board of Directors. Enforcement of these regulations shall be by appropriate proceedings at law or in equity when initiated for and on behalf of the Association and when authorized by the Board of Directors of the Association.

13. The terms and conditions of this instrument may be approved and adopted either (i) by a majority vote of the Members at a duly constituted meeting of the Association or (ii) by a majority of the Members signing a written declaration that the terms and conditions of this instrument are approved and adopted and shall be binding on the Association and its Members. If the action is taken by signing a written declaration, the written declaration may be signed separately and severally, and the separate signature pages may be by attached to the original or the duplicate original of the declaration, and thereafter when so attached, shall constitute the entire declaration.

EXHIBIT I
TO
REGULATIONS ON LAKE USE OF BERTINETTI LAKE

The legal description of Bertinetti Lake is as follows:

All that part of the following tracts of land which lay below and within the meandering line such as would be formed by the shoreline of a lake with surface elevation of 593.5 feet above mean sea level:

The North 330 feet of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4); the South Half (S 1/2) of the Northeast Quarter (NE 1/4); the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4); and the South three-fourths (S 3/4) of the Northwest Quarter (NW 1/4) all in Section 31 Township 13 North Range 1 West of the Third Principal Meridian; and all that part of the South three-fourths (S 3/4) of the Northeast Quarter (NE 1/4) of Section 36 Township 13 North Range 2 West of the Third Principal Meridian which lies north and east of the northeasterly right of way line of Illinois Route 29, inclusive of the dam that impounds C.F. Bertinetti Lake, Except the coal and other minerals underlying the surface of said land and the right to remove the same, in Christian County, Illinois.

EXHIBIT II
TO
REGULATIONS ON LAKE USE OF BERTINETTI LAKE

Subdivision or Addition	Lot Numbers with Frontage on Bertinetti Lake
Bertinetti Subdivision	5, 9, 12, 13, 14, 15, 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 31, 32,33, 34, 35, 36, 37, 40, 41, 42, 43,44, 45, 46, 47, 48, 49, 50 and 51 (Total 36)
First Addition	1, 3, 4, 5, 6, 7, 8, 9, 10 and 11 (Total 10)
Second Addition	1, 3, 4, 5, 11, 12, 13, 22, 23, 29, 30, 34, 35, 37, 38, 39, 40 and 41 (Total 18)
Third Addition	1, 2, 3, 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 29, 30, 31, 32, 33, 37, 38, 39*, 40*, 61, 62 and 63 *(39 and 40 are listed in the original covenants but do not exist on any plat or record) (Total 30)
Fourth Addition	30, 31, 32, 33, 34, 35, 36, 37, 43, 44, 45, 70, 73, 74, 75, 76, 77 and 78 (Total 18)
	(GRAND TOTAL 112)

CHANGES TO BERTINETTI LAKE RULES

BLFPOA ANNUAL MEETING
JULY 11, 2004
APPROVED CHANGES TO LAKE RULES

According to Paragraph 8 of the Regulations on Lake Use for Lake Bertinetti, the rules and regulations can be amended at any time by written consent or approval of a majority of the Members of the Association who are in good standing. The following amendments are recommended for vote:

1. Paragraph 7 e will be amended to provide as follows:

- e. Any Member of the Association who is delinquent by sixty (60) days or more on any maintenance fee and/or improvement assessment shall not be in "good standing" until all delinquencies are paid in full

A new paragraph 7 f will be added which will provide as follows:

- f. **In** addition to all other rights **and** remedies granted to the Association under these rules and regulations, if any Member of the Association fails or refuses to pay any maintenance fees and/or improvement assessments as they become due on any lot, on the failure of payment of said fees and assessments after ninety (90) days' written notice of such delinquency given by the Association to such member, the amount of said fees and assessments shall become a lien on such member's lot in the subdivision in favor of the Association, and the Association shall have a right to record a notice of claim of lien, **and** proceed on such claim in accordance with the provisions of Illinois law for the foreclosure of mortgages (or any other applicable law). In addition, the Association has the right to commence an in person action against the member for collection of the fees and assessments in any court of competent jurisdiction. The Association shall be entitled to recover from the member all court costs and reasonable attorney fees expended to collect the maintenance fees and/or improvement assessments and/or filing **and** foreclosure of such lien. The officers of the Association for the benefit of all Association members may bring such liens **and** collection actions in the name of the Association.

3. New paragraphs will be added to Paragraph 8 of the Lake Rules which will provide as follows:

- c. An owner of a lot having frontage on Bertinetti Lake that is otherwise entitled to lake rights may petition the Board of the Association to permanently release and terminate lake rights for any lot that is deemed by the Board, after consultation with the Architectural Control Committee, to not allow building of a residential structure in conformity with the covenants of the applicable subdivision. Any unpaid dues or assessments shall accrue on said lot in the event any future owner of the lot seeks to petition for lake access. Once lake rights are terminated there is no guarantee that lake rights will ever be restored. The petitioning lot owner will, if the request is approved, sign and record at their expense a quit claim deed releasing for himself or herself, their heirs, assigns and all successors in title and interest, all lake rights from whatever source, including but not limited to riparian rights, rights under the covenants of a Bertinetti Subdivision, or otherwise.

- d. An owner of a lot having frontage on Bertinetti Lake that is otherwise not entitled to lake rights may petition the Board of the Association to have lake rights subject to all covenants and restrictions on lake usage. The Board of the Association must determine that the lot does have access to the lake and that extending rights is in the best interest of the Association. One condition will be that the lot owner pays **all** back maintenance fees and improvement assessments from October 2000.

The changes to paragraphs 7 & 8 of the lake rules were approved and adopted by the required number of BLFPOA members and recorded on September 28, 2004. The list of signatures are included in the original filing but not in this informational copy.

2023 Guidelines

ADDITIONAL BLFPOA LAKE RULES

Pursuant to Rule 7(c) of the Regulations on Lake Use, the Annual Maintenance Fee was increased to \$400 per year by approval of more than 60% of the members in good standing effective July 1, 2023.

Pursuant to Rule 5 on the Regulations on Lake Use, the Board of Directors have set the following limits on fishing on Bertinetti Lake: No limit on catch and release. For Bass, must be 15" long to keep, maximum of 4 per day; For Catfish, must be 16" long to keep, maximum of 3 per day; For Crappie, must be minimum of 10" long, maximum of 10 per day; and No limit on Bluegill or Carp.