

# Lake Thunderbird Covenants, By-Laws, Mutual Water System, Rules & Regulations, Rules of Order, Boat Lease and Campground Lease are printed in their entirety in this 16 page section. Please pull it out and save it for future reference.

## Declaration of Restrictive Covenants Imposed Upon Lake Thunderbird Hills Putnam County, Illinois

### I. DEFINITIONS:

As used herein or in any Supplement or Addition hereto or Amendment hereof, the following terms shall have the meanings set forth following each of them.

1. **"Association"** means and refers to the Association of Owners of all lots subject to these Covenants which shall be established by Developer on behalf of such owners when, in Developer's sole opinion, a sufficient number of lots has been sold in the Community to assure that the Association can be self-sustaining and capable of exercising its functions on behalf of the owners.

2. **"Common Properties"** means and refers to those lots and other parcels of property together with buildings or other improvements thereon or thereto and any personal property hereafter dedicated by Developer in the above described plat or any other plat made subject to these Covenants by Developer or in any deed, dedication, covenant, Bill of Sale or other dedication made and recorded hereafter to the common private use and enjoyment of Owners of lots subject to these Covenants.

3. **"Community"** means and refers to the above described land and all other lands made subject to these Covenants by Developer, which shall be known as LAKE THUNDERBIRD and which, in addition to the plat designated Lake Thunderbird Hills, is intended to include additional plats and lands.

4. **"Developer"** means and refers to American Central Corporation and shall be construed to include its successors and assigns in such capacity, but shall not include Owners of lots as hereinafter defined.

5. **"Owner"** shall mean and refer to any person or entity who purchases or otherwise acquires title to any lot subjected to these Covenants including purchasers under installment sales agreements entitling such persons or entities to the use and occupancy of such lot but shall not include Developer unless so specifically stated.

6. **"The Properties"** shall mean and refer to all lots subjected to these Covenants by Developer but shall not include lots owned by Developer or lots which are Common Properties.

### II. ADDITIONS:

The Developer reserves to itself, its successors and assigns (all of which are hereinafter collectively referred to as "Developer"), the right to subject plats and parcels of land or any part or parts thereof in addition to that described above to all or any part or parts of the Covenants set forth in this Declaration by declaration thereof subsequent to the date hereof. The Developer, its successors or assigns shall not, however, be under any obligation to subject any parcel or plat now or hereafter owned by it to all or any portion of the Covenants set forth herein.

### III. BUILDING, USE AND ARCHITECTURAL CONTROL:

1. No building, septic tank, well, sign, dock, pier, incinerator, trash or garbage receptacle, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer or the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required on this section will be deemed to have been fully complied with.

2. The Properties shall be used for residential purposes only, and no business, commercial or manufacturing enterprise, shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or boathouse, or combination garage and boathouse for family automobiles and boats.

3. The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood or asbestos shingles or siding, logs, brick, stone or concrete. Every owner shall promptly replace or repair any structure damaged by fire, windstorm or other hazard and remove all debris occasioned thereby or, following any such occurrence restore the lot to its natural condition to the satisfaction of the Architectural Control Committee.

4. Every dwelling house shall have not less than 600 square feet of enclosed living space on main/ground level, exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses. (Note - Minimum size of homes 820 sq ft by Putnam County Zoning: July 2006)

5. No trailer, mobile home or similar type structure, basement, tent, shack, garage, barn or other outbuilding shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction be used as a residence. No signs of any nature not previously approved by the Developer or the Architectural Control Committee shall be permitted on The Properties.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two dogs and two cats may be kept provided that they are not kept, bred or maintained for any commercial purposes. Noxious or poisonous weeds shall not be permitted to grow on The Properties.

7. The dumping or accumulation of trash or rubbish shall not be permitted on The Properties. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and the design and location thereof shall require the prior approval of the Developer or the Architectural Control Committee.

8. Any condition in violation of or contrary to this Article III is hereby declared to be a nuisance and the same may be abated, removed or otherwise corrected by the Developer or Architectural Control Committee without prior notice to the Owner involved. The same may be done at the expense of the Owner or charged to such Owner and such Owner shall have no cause for action or claim for damages arising from such abatement, removal or correction.

9. No building shall be located on any property nearer than 25 feet to the front property line or nearer than 20 feet to any side street line. No building shall be located nearer than 10 percent to the width of the property on which such building is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of the building to encroach upon adjoining property.

10. Easements are reserved along and within ten feet of lot lines of all The Properties for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and other public and quasi-public utilities and drainage and to trim any trees which, at any time, may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The owner of more than one lot may build on a common lot line and the easement shall be inoperative as to said line provided that such building be placed thereon prior to the instigation of use of such easement for one of the foregoing purposes. Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes, drainage and grades.

11. It shall not be considered a violation of the easement if wires or cables carried by such pole lines pass over some portion of said properties not within the ten foot wide easement as long as such lines do not hinder the construction of buildings on the property.

12. Each residence shall be provided with and maintain only inside toilets with septic tanks and drain fields meeting the requirements of cognizant state and local health authorities.

13. Every Lot in the development that lies contiguous to the lake shall be subject to a flowage ease-

ment to an elevation of 595 feet above sea level. No inhabited structures shall be erected or maintained, below said elevation, and no other improvements shall be erected or maintained there without prior written approval and consent of Developer, its successors or assigns.

14. Any Owner of a lot in The Properties shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions, which shall remain in full force and effect. The provisions of this Article III shall not apply to the Common Properties nor to properties owned by the Developer.

### IV. RIGHTS AND BENEFITS OF OWNERS;

1. By becoming an Owner of a lot in The Properties, each such Owner becomes a member of the Association which is intended to be established as an Illinois membership corporation not for pecuniary profit to be called the LAKE THUNDERBIRD ASSOCIATION. All voting privileges shall be on a lot unit basis with one vote allocated to each lot in The Properties, to be cast as the Owner or Owners thereof determines.

2. In addition to lots and other parcels designated as Common Properties in the above described plat and any other plats made subject to the Covenants as herein provided, The Developer may, at any time hereafter, dedicate or otherwise designate lots or other parcels of land together with buildings and any other improvements thereto or thereon to the common private use, benefit and enjoyment of Owners of lots in The Properties.

3. Every Owner of a lot or lots in The Properties shall have a private right of use, enjoyment and occupancy in all Common Properties and in all private roads, streets, ways and easements which shall be held and used in common with all other Owners and with Developer which right shall be an easement appurtenant to the lot or other property owned and title to which shall automatically pass with title to each such lot.

4. The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in The Properties including all additions thereto and the aggregate of the outstanding balances of the sales prices therefore has been reduced to 80% thereof, but not later than fifteen (15) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon which conveyance and transfer said Association shall accept in consideration of which transfer said Association shall pay to Developer, for a period of ten (10) years after date of such transfer, an annual payment equal to 20% of the gross assessments received by it under Article V, Section 3, below, during the fiscal year immediately preceding the date of transfer, and an amount similarly determined for each succeeding year on the annual anniversary of such date of payment thereafter until ten (10) such payments have been made. The acceptance of such transfer and the liability to make payment on consideration thereof as above specified is consented to by all Owners and members of the Association by the acceptance of a land contract or deed subsequent to the date or recording hereof.

5. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The Developer and the Association, in accordance with its Articles and By-Laws, may borrow money for the purpose of improving the Common Properties and in aid thereof may mortgage said properties. The members' rights and easements in the Common Properties shall be subordinate to any mortgage given by the Developer or Association as security for funds borrowed for said improvements. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of all default upon any such mortgage, the lender or mortgagee shall only have the rights afforded under the mortgage or security agreement and under the laws of the Commonwealth of Illinois including the right after taking possession of The Properties, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary to open the enjoy-

ment of such properties to a wider public. If the mortgage indebtedness is satisfied and possession of the Properties returned to the Association, all rights of the members hereunder shall be restored, and

(b) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

#### **V. MAINTENANCE FEES, WATER CHARGES AND OTHER ASSESSMENTS AND LIENS:**

1. There is hereby imposed upon every lot in The Properties and upon every Owner thereof the fees, water charges and other assessments specified or otherwise provided for in this Article V the obligation and liability for payment of each of which shall arise at the time of every sale of every lot by Developer to any Owner whether by installment payment agreement, by deed or otherwise irrespective of whether or not such obligations are expressed in such agreements or deeds. By acceptance of such agreement or deed or by otherwise acquiring a lot in The Properties every Owner agrees to pay all such fees, water charges and assessments specified or otherwise provided for in this Article.

2. All fees, water charges and other assessments specified or otherwise provided for in this Article together with interest thereon and costs of collection thereof as herein provided shall be a charge on the land and continuing lien upon the lot against which it is made or levied and shall take precedence over all unrecorded liens or liens recorded subsequent to the due date of such fee, water charge or other assessment.

3. An Annual Maintenance Fee of \$52.00 per lot shall be paid by the Owners thereof for the maintenance and improvement of Common Properties, Private Streets and Roads and for the general upkeep, maintenance, management, operation, payment of taxes and insurance and general welfare of the Community and the Association. The Maintenance Fee shall be payable annually on the 1st day of June, 1970 and on the 1st day of June in each year thereafter. The fee shall be paid to Developer until such time as the Association is established after which it will be paid to the Association. The fee shall be considered paid in advance and there shall be no pro-ration thereof.

(Eff: 2-17-02)

4. After the establishment of the Association and the conveyance thereto of the Common Properties by the Developer, the Association may change the annual Maintenance Fee on lots in The Properties subject to the approval of the Owners of not less than 2/3 of the lots affected by any such change. Any such change must, however, bear a reasonable relationship to changes in costs or the scope of benefits to Owners to be provided thereby and by such change shall be for the exclusive benefit of such Owners. After such date the Association may also, with the consent of the Owners of 2/3 of the lots in the Community levy special assessments for capital improvements or other non-recurring expenditures for the maintenance or improvement of the Common Properties payable within one year from the date of such levy.

5. The Developer proposes to construct a water system to serve all lots in The Properties. At or after such time as water service is made available to lots within The Properties the Developer will give written notice to all Owners to whom such service is then available whereupon the Owners of each lot to which such water service is available shall pay an annual Water Charge of \$74.00 per lot which may be billed on an annual, quarterly, or monthly basis at the discretion of Developer. In addition, a hook-on fee of \$95.00 (or the actual cost thereof, if greater) shall be charged for each connection made at the time of making such connection. Developer reserves the right to sell the water system and all rights to Water Charges and hook-on fees to a private or public water company. Following hook-up, the rates for standard one-family residential water usage shall not exceed the sum of \$60.00 per year adjusted not more frequently than annually for cost-of-living charges as determined by the United States Government; provided, however, that in the event Developer or its assign of such water system shall apply for

or otherwise be subject to regulation thereof by appropriate state authority, then the rates and conditions of service approved by such regulatory authority and the rules and regulations thereof shall control.

6. In the event any Maintenance Fee, Special Assessment, Water Charge, Water Rate or other fee, charge or assessment established or provided for by this Article shall remain unpaid 30 days after the same shall be due, the amount of each and every such unpaid fee, assessment and charge together with interest thereon at 7% per year from the due date plus a late charge of \$2.00 plus all reasonable collection costs including attorney fees shall be a lien upon the lot or lots as to which the same are unpaid with priority over all the unrecorded liens and charges until the same, with late charge, interest and collection costs are paid in full, notwithstanding which the same shall also continue to be the personal obligation of the Owners of such lot or lots as of the due date.

7. None of the provisions of this Article V shall apply to any of the Common Properties, to any of The Properties owned by Developer or otherwise held by it for purposes of sale or resale or to any property or interest therein to the extent denoted to a utility or quasi-utility or public or governmental use.

#### **VI. GENERAL PROVISIONS:**

1. The Covenants herein shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any of The Properties, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of The Properties, including all lots, if any, still owned by the Developer or its successors or assigns, has been recorded, agreeing to change these Covenants in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded at least ninety (90) days in advance of any action taken.

2. Any notice required to be sent to any Owner under the provisions of these Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Developer or the Association at the time of such mailing.

3. Enforcement of these Covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any one of these Covenants or restrictions by Judgment or court order shall, in no way, affect any other provisions which shall remain in full force and effect. These Covenants shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF the Developer, American Central Corporation has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Secretary, this 14<sup>th</sup> day of August 1969.

### **Declaration of Restrictive Covenants Imposed Upon Lake Thunderbird Grove Bureau County, Illinois**

#### **I. DEFINITIONS:**

As used herein or in any Supplement or Addition hereto or Amendment hereof, the following terms shall have the meanings set forth following each of them.

1. “**Association**” means and refers to the Association of Owners of all lots subject to these Covenants which shall be established by Developer on behalf of such owners when, in Developer’s sole opinion, a sufficient number of lots has been sold in the Community to assure that the Association can be self-sustaining and capable of exercising its functions on behalf of the owners.

2. “**Common Properties**” means and refers to those lots and other parcels of property together with buildings or other improvements thereon or thereto and any personal property hereafter dedicated by Developer in the above described plat or any other plat made subject to these Covenants by

Developer or in any deed, dedication, covenant, Bill of Sale or other dedication made and recorded hereafter to the common private use and enjoyment of Owners of lots subject to these Covenants.

3. “**Community**” means and refers to the above described land and all other lands made subject to these Covenants by Developer, which shall be known as LAKE THUNDERBIRD and which, in addition to the plat designated Lake Thunderbird Grove, is intended to include additional plats and lands.

4. “**Developer**” means and refers to American Central Corporation and shall be construed to include its successors and assigns in such capacity, but shall not include Owners of lots as hereinafter defined.

5. “**Owner**” shall mean and refer to any person or entity who purchases or otherwise acquires title to any lot subjected to these Covenants including purchasers under installment sales agreements entitling such persons or entities to the use and occupancy of such lot but shall not include Developer unless so specifically stated.

6. “**The Properties**” shall mean and refer to all lots subjected to these Covenants by Developer but shall not include lots owned by Developer or lots which are Common Properties.

#### **II. ADDITIONS:**

The Developer reserves to itself, its successors and assigns (all of which are hereinafter collectively referred to as “Developer”), the right to subject plats and parcels of land or any part or parts thereof in addition to that described above to all or any part or parts of the Covenants set forth in this Declaration by declaration thereof subsequent to the date hereof. The Developer, its successors or assigns shall not, however, be under any obligation to subject any parcel or plat now or hereafter owned by it to all or any portion of the Covenants set forth herein.

#### **III. BUILDING, USE AND ARCHITECTURAL CONTROL:**

1. No building, septic tank, well, sign, dock, pier, incinerator, trash or garbage receptacle, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer or the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required on this section will be deemed to have been fully complied with.

2. The Properties shall be used for residential purposes only, and no business, commercial or manufacturing enterprise, shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or boathouse, or combination garage and boathouse for family automobiles and boats.

3. The outside finishing of all buildings must be completed within one (1) year after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood or asbestos shingles or siding, logs, brick, stone or concrete. Every owner shall promptly replace or repair any structure damaged by fire, windstorm or other hazard and remove all debris occasioned thereby or, following any such occurrence restore the lot to its natural condition to the satisfaction of the Architectural Control Committee.

4. Every dwelling house shall have not less than 600 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

(Note - Minimum size of homes 725 sq ft by Bureau County Zoning)

5. No trailer, mobile home or similar type structure, basement, tent, shack, garage, barn or other out-building shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction be used as a residence. No signs of any nature not previously approved by the Developer or the Architectural Control Committee shall be permitted on The Properties.