

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. Invalidation 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.

Rules and Regulations For the Operation of the Lake Thunderbird Mutual Water System Putnam and Bureau County, Illinois

The Lake Thunderbird Mutual Water System (hereinafter referred to as the "System") shall be owned and operated by the Lake Thunderbird Association, an Illinois Not-For-Profit corporation, as governed by the Board of Directors (hereinafter referred to as the "Association"), as a mutual system for the use and benefit of all lot Owners at the Lake Thunderbird Subdivision, Putnam and Bureau Counties, Illinois. The following Rules and Regulations have been adopted by the Association for the operation of the system.

1. (A) Unless otherwise defined, terms used herein shall be ascribed the same meaning as in the Lake Thunderbird Association By-Laws.

(B) "Main" or "Main System" as hereinafter used shall mean all pipe or main arteries of a size of 2 inches or larger constituting a part of the water-works system of the Association.

(C) "Service" as hereinafter used shall mean that portion of the water line laying between the Association's mains and lot lines of Owners of lots.

(D) "Service Branches" as hereinafter used shall mean that portion of water line laying beyond the end of the services of the Association and extending into the lots and/or property of Owners thereof.

2. Each lot in the subdivision shall be assessed annually, a Water Availability charge, as determined by the Association, from the List of Fees: Water Rates. The Water Availability charge shall be adjusted annually for Cost-of-Living charges as determined by the United States Government for the availability of water in the mains of the Association for domestic use on any lot and lots or premises adjacent thereto, beginning upon said availability. This amount shall be due whether or not there is an actual use or taking of water.

Following the standard one family water hook-up, a Water Usage charge, shall be assessed annually, as determined by the Association, from the List of Fees: Water Rates/ Home or Vacant Lots with spigot. Additionally, the Water Usage Charge shall be adjusted annually for the Cost-of-Living charges as determined by the United States Government.

3. Accounts will be billed annually and shall be payable in advance. The due date will be the 1st day of June each year.

4. Water service shall not be supplied unless and until all maintenance assessments and water charge are paid up to date, and a written application on forms provided by the Association is made therefore by the Owner requiring service to the lot or lots desired to be served. No Owner of any lot or lots to whom and to which water is supplied by the company shall supply water from said Owner service branches to any other lot or lots. Applications, including the service received there under, are unassignable by applicants.

5. The Owner of a lot or lots is primarily liable, shall be billed for and shall pay the charges herein specified as applicable to each lot. Billing may be made to the actual Owner in care of his lessee or licensee upon application by said lessee or licensee and Owner, but, in any event, all in accordance with the definition of "Owner" herein are primarily liable for said rates and charges.

6. After transfer of title to any of said lot or lots, the Owner, his estate, executor, personal representative, heirs or devisees shall be liable for the rates and charges herein provided until said Owner or Owner's grantees, heirs, or devisees shall notify the Association of the transfer of title with the name and address of the said grantee, heir or devisee.

7. The past due date for all billings shall be the 1st day of July of each year.

8. Payment must be received at the Lake Thunderbird office by July 1st of each year. All bills

not paid on or before the past due date shall be subject to a 7% per annum additional charge. Any bill remaining unpaid thirty (30) days after the due date shall be considered delinquent and the Association shall thereupon serve on the Owner by mail (June 20th) a written final notice of said delinquency. If a delinquent bill is not paid within ten (10) days (July 1st) after date of such final notice, date of final notice being the date of mailing, (June 20th) water may be shut off at the option of the Association, in which case a \$50.00 disconnect fine and a \$20.00 reconnect fee may be charged. In cases of delinquency, the entire bill (including the 7% per annum additional charge) plus an additional penalty charge of One Hundred Dollars (\$100.00) must be paid. Unpaid bills become a lien on Owner's lot on their due date until paid. Any owner who repeatedly and in successive years is delinquent in payment of water fees, the fine will double the second successive year to Two Hundred Dollars (\$200.00) and will triple the third and consecutive and subsequent years to Three Hundred Dollars (\$300.00).

9. Owners requesting an increase in size of service branches are hereby required to pay all construction costs involved.

10. All taps and connections to mains shall be made by the Association, its agents or representatives.

11. All lot Owners, upon making application, are required to pay to the Association the actual cost of installation and the Association shall thereupon install a service or water connection from the main to the property line of said property Owner. Owners requesting an increase in size of service are hereby required to pay all construction costs involved.

12. The company shall install services and service branches at its expense, except as provided in Paragraph 11 above, including the necessary tap, fittings, and shut-off valves.

13. The service branch shall be the property of the Owner of the lot into which said service branch extends, said branch to be maintained by the Owner in proper condition in good repair at all times in the sole judgment of the Association. All service branch pipes and fixtures are subject to inspection and approval by an authorized agent of the Association. The minimum earth cover of service branches shall be four feet. Lot Owners shall be required to keep service branches and associated fixtures and valves in good repair and condition at their own expense.

14. The Owner shall install and maintain at his expense the service branches, including stop and waste valves at the end of the house or building side of his service branch through a competent plumber as his authorized agent. The Association, however, must first approve the location of the proposed service branches, the plans and specifications for said installation and the competency of the plumber, whereupon the Association will issue to the plumber a permit to proceed with the work. All service branch pipes and fixtures are subject to inspection and approval by an authorized agent of the Association before water is turned on.

15. No person, except an authorized agent of the Association, shall be permitted to turn water on or off.

16. The stop and waste valve aforesaid furnished by Owner shall be conveniently placed inside the dwelling or building under the control of the Owner, to be used for making repairs or to prevent freezing and must be placed at the point where the service branch comes through the building foundation wall.

17. Upon written notification, winter shut-off and spring service will be free of charge. Pipes broken during winter due to the failure to use shut-off service, causing excess waste of water, a fee not to exceed \$250.00, unless the actual cost is greater, will be imposed on the Owner.

18. The Association reserves the right to request a nominal sum be placed on deposit with the Association for the purpose of establishing and maintaining any Owner's credit. Any deposit so requested shall be subject to such terms and conditions as may be established by the Association.

19. Owners, their lessees or licensees, having boilers and/or pressure vessels receiving a supply of water from the Association must have a check valve on the water supply line and a vacuum valve on the steam line to prevent collapse in case the water supply from the Association is disconnected or interrupted for any reason with or without notice.

20. The Association reserves the right, at any time, without notice, to shut off the water in the mains for the purpose of making repairs or extensions. When water is to be temporarily discontinued for such purposes by the Association, it will give reasonable notice, to the extent practicable, to all Owners to be affected by the discontinuance, stating the purpose for which the discontinuance is made and probable duration of the interruption of service, provided, however, that the Association is not required to give notice of discontinuance of service in the event of an emergency.

21. The lines receiving a supply of water and services, service branches, and fixtures of every kind

and character, including fixtures within said lot lines, shall be subject to inspection by duly authorized employees of the Association at all reasonable hours.

22. Services, whether located on public or private property, are property of the Association, and the Association reserves the right to repair, replace and maintain them at any time, as well as to remove them.

23. Water supplied for construction purposes shall be discharged through a hose or pipe directly upon material to be wetted, or into a barrel or other container, and in no case upon the ground or into or through a ditch or trench and all use of water for any purpose or upon any premises not so stated or described in any application, must be prevented by Owner, or water service may be discontinued without notice or liability to the Association.

24. No mains, services, or service branches carrying the Association's water supply shall or may be connected on any lot with any service pipe or piping which is connected with any other source of water supply, nor shall or may be connected with any piping, tank, vat, or other apparatus which contains liquids, chemicals or other matter which may flow back into the Association's mains or services. Owner shall not drill or permit the drilling of a water well upon any lot.

25. Owners or those in possession of any lot, by virtue of these rules and regulations expressly agree that the Association shall not be liable for damages of any kind or character, for any deficiency in pressure, for failure of water supply, for the bursting or breaking of any mains, services, service branches, stops, valves or fixtures, wherever located, for any deficiency in any attachment to mains, services, service branches or any other facilities used by the Association for any other interruption of water supply caused by breaking of machinery, stoppage for repairs or for any reason or occurrence. By virtue of these rules and regulations, Owners, their lessees or licensees, or those in possession of any lot, expressly agree that the Association shall not be liable for any damage to their property or that of others caused by any of the foregoing reasons in this paragraph stated, nor shall Association be so liable for damages by reason of destruction of property of Owners or other caused by fire or otherwise resulting from the total or partial failure of water service or pressure failure for any reason to provide sufficient or any facilities for fire protection or for any other cause.

26. Any Owner, his lessee or licensee, may be cancelled and water discontinued and a fine not to exceed \$500.00 without any liability of the Association of any kind or character for violation of any rule or regulation specified herein and especially for any of the following reasons:

(a) Misrepresentation in an application as to the property to be supplied with water, or fixtures to be supplied or used by Owner or use to be made of water.

(b) Failure to report to the Association any addition to the property or fixtures to be supplied or any additional use to be made of the water.

(c) Resale or giving away of water.

(d) In the sole judgment of the Association, an unusual use of water constituting waste or a misuse of water, or the failure to keep service branches or fixtures in a suitable state of repair.

(e) Tampering with service or valves or permitting such tampering by others.

(f) Connection, cross-connection, or permitting same of any separate water supply to a lot which receives water from the Association.

(g) Non-payment of bills.

27. The Association reserves the right, at any time, to alter, amend, change, or add to these rules and regulations or to substitute other rules and regulations for same. (Eff: 2-15-09)

By-Laws of Lake Thunderbird Association

ARTICLE 1 – Definitions

The following terms as used in these By-Laws are defined as follows:

(a) "**Lake Thunderbird Association**", hereinafter referred to as the "**Association**", means and refers to the Association of Owners of properties of the community.

(b) "**Board**" means the Board of Directors of the Association.

(c) "**By-Laws**" means the By-Laws of the Association.

(d) "**Common Properties**" means and refers to those areas and other parcels of property together with any building(s) or other improvements thereon or thereto owned, maintained or under the jurisdiction of the Association.