

RENTING AND LEASING PROPERTY

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors
(Effective 01/01/2022)

Whereas the Association has determined that Renting and or Leasing a lot or building creates an undue burden on the Common Properties to the detriment of other lot owners: and

Whereas, the Lake Thunderbird Association has the right pursuant to the Declaration of Restrictive Covenants to charge reasonable admission fees and other fees for the use of Common Properties at Lake Thunderbird Subdivision, Bureau and Putnam Counties, Illinois; and

Whereas, the Association has determined that some additional charge should be levied against owners of lots renting and/or leasing same to others based upon the increased financial and other burdens imposed upon the Association occasioned by renters' use of the Common Properties; and

Whereas, invited guests are considered temporary members while accompanied by a regular member or associate member; and Lessees are also considered temporary members but with all rights of a regular member except voting:

Now, therefore, the Board of Directors of Lake Thunderbird Association find as follows, adopting rules and regulations regarding the renting-out and leasing of improved and unimproved private property within the Association, as follows:

Owners of any Lot in Lake Thunderbird Association that is improved with a residence (an "Improved Lot") leasing the residence on their Lot shall deliver a copy of the signed lease to the association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. There shall be a fee levied against each Owner who leases his/her Improved Lot within the Association in the following amount(s): Three Hundred Dollars (\$300.00) per lease for Short-Term leases (30 days or less); and Three Hundred Dollars (\$300.00) for Long-Term leases (over thirty (30) days), said fee to be deemed a user fee for the benefit of the Association Common Properties and to be expended accordingly. Current owners of Lots with no residence on their Lot (Unimproved Lots) who wish to rent out the use of their Unimproved Lot(s) under either a Long-Term lease or a Short-Term lease shall bring a copy of their lease/proposed lease to the Clubhouse and contact the Lake Manager regarding determination of the appropriate rental user fee, taking into account such factors as (without limitation): the number of intended/permitted users; the length of the lease; and the nature of the use. (Effective 05/01/2023)

In addition, prior to executing a lease with any prospective renter(s)/lessee(s), or entering into any oral lease agreement, and as a condition of occupancy under any such lease, each Lot Owner is required hereby to obtain and/or have executed a current Criminal Background Check and Sex-Offender Registry Check upon every person of or over eighteen (18) years of age who the lessee intends will, or reasonably anticipates may, reside on a Lot within the Association under any Short-Term or Long-Term lease.

No Lot Owner shall rent or lease an Improved Lot or Unimproved Lot for Long-Term or Short-Term use to any Lessee for use or occupancy that includes any person who: (1) has been convicted within the prior ten (10) years of any criminal offense which involved the health, safety or welfare of others, including felonies and/or any "Class A" misdemeanor; or (2) who is a person required to register or is registered as a "sex-offender," however defined, on a registry for same in any state in the United States or any foreign country. Every written rental/lease agreement shall include language stating that "any person

who is a registered sex offender or has within the last 10 years been convicted of a felony or Class “A” misdemeanor involving the health, safety or welfare of others is prohibited from leasing property within Lake Thunderbird Association or occupying such property under a lease”.

Any Lot Owner(s) renting/leasing to a lessee who either (1) has been convicted within the prior ten (10) years of any criminal offense which involved the health, safety or welfare of others, including felonies and/or any “Class A” misdemeanor; or (2) who is a person required to register or is registered as a “sex-offender,” or who permits a person or persons falling within items (1) and/or (2) above to occupy a Lot within the Association will, be subject to a 30-day suspension from renting any property within the Association, suspension from all use of Association common property and facilities, the filing of an action for injunctive and or other relief, including the eviction of the tenant and all occupants under the subject lease and, following notice and an opportunity for hearing, a fine of up to \$500.00 for each such violation. For purposes of this rule, each day or part thereof during which any person falling within items (1) and/or (2) above is present on an Owner’s Lot shall be considered a separate violation.

If, during the course of a lease of an Improved or Unimproved Lot a lessee or other occupant under the lease is convicted of any criminal offense which involves the health, safety or welfare of others, including felonies and/or any “Class A” misdemeanor; or becomes a person required to register or is registered as a “sex offender,” as described above, that lessee or other occupant shall vacate the subject Lot within seven (7) days thereof. In the event a lessee or other occupant who becomes subject to this provision fails to timely vacate the premises, the Board, in the exercise of its sole discretion, may declare the entire lease void for violation of this Rule and avail itself of any remedy provided herein or in any other provision of the Association’s Declaration, By-Laws, and/or Rules and Regulations.

In addition to the foregoing, all rental/lease contracts shall include language (whether in the body of the lease or in a Rider thereto) must state that Short-Term and Long-Term renters/lessees are required to follow all Lake Thunderbird Association covenants and rules & regulations, and every Lot Owner leasing his/her Lot shall provide/make available to lessee and all other occupants a copy of the then-current Association covenants and rules & regulations. Lot Owners will be held liable for all violations of the covenants, By-Laws and/or rules & regulations by lessees and all occupants under a lease and will be subject, following notice and an opportunity for hearing, be subject to a class 12 fine of \$300.00 and a 30-day suspension from renting/leasing and use of all common property.

Notwithstanding the foregoing or any other provision in the Association’s Declaration, By-Laws or Rules & Regulations, no Lot Owner shall discriminate against any prospective lessee of an Improved or Unimproved Lot on the basis of age, race, national origin, religious beliefs, gender or any other similarly protected classification.