

LAKE THUNDERBIRD ASSOCIATION
RULES and REGULATIONS on NON-OWNER OCCUPANCY
(Effective 01/01/2025)

RECITALS:

WHEREAS, Lake Thunderbird Association (the “Association”) is an Illinois not-for-profit corporation and a common interest community association subject to the Illinois Common Interest Community Association Act (“CICAA”), and subject to the Amended and Restated Declaration of Restrictive Covenants and By-Laws, recorded in the office of the Clerk and Recorder of Bureau County, Illinois on August 12, 2018 as Document No. 2018 R 0263322, and recorded in the office of the Putnam County Clerk/Recorder of Deeds on May 10, 2017 in Book 125, pages 1863 through 1885, (together, the “Governing Instruments” and, separately, the “Declaration” and “Bylaws”); and

WHEREAS, the Association’s Board of Directors (the “Board”) has the power and authority pursuant to the Governing Instruments to adopt and to revise Rules and Regulations regarding various subjects, including construction on each/any Lot, and the use of Association common property and the “Lots,” as referenced in the Declaration, as such Rules and Regulations may from time to time be adopted and/or revised by the Association’s Board of Directors (the “R&Rs”); and

WHEREAS, the Association, by and through its Board, has determined that renting, leasing, and other permitted non-Owner occupancy of Lots and the use of Association Common Properties results in increased financial and other burdens being incurred by the Association, for which the Association has the right pursuant to the Declaration and Bylaws to impose reasonable fees, including admission fees and other fees; and

WHEREAS, certain uses of Lots and/or Association Common Property are not permitted, and the Association may address such uses via its R&Rs; and

WHEREAS, pursuant to the Declaration, Lessees of a Lot and/or Invited guests of Association Members and Associate Members are considered temporary members while accompanied by a regular member or Associate Member; and Lessees are also considered temporary members with certain rights of regular Members, not including voting; and

WHEREAS, no provision in the Declaration or Bylaws prohibits the Association from enacting/establishing a limit upon the length of any such lease(s) of a Lot within the Association, whether a maximum or minimum lease duration; and

WHEREAS, there are various website(s), service(s), application(s), businesses, and/or similar entity/ies, including, but not limited to, Airbnb, Booking.com, Expedia, Flipkey, HomeToGo, Sonder, Vrbo, Vacasa, Wimdu, Facebook Marketplace and/or any other or similar website, service, application, business, and/or entity by any name whatsoever, through or in connection with which an owner or lessee of real property is or may be put into contact with, introduced to, communicate with, or enter into an agreement of any nature whatsoever, whether directly or indirectly, with other person(s) for the purpose of permitting such person(s) to occupy real property owned or controlled by such owner(s) or lessee(s), each of which is hereinafter referred to herein as a “Service”; and

WHEREAS, the occupancy or intended occupancy, of any duration whatsoever, of any Lot within the Association that is, without limitation, arranged through and/or in connection with, and/or with the aid of a Service shall be a “Service-related Occupancy;”

NOW THEREFORE, the Board of Directors of Lake Thunderbird Association adopts/revises its rules and regulations regarding the leasing of improved and unimproved private property within the Association, as follows:

A. The above-stated Recitals are incorporated herein by this reference, as if fully set forth in this paragraph A. in their entirety.

B. The Owner(s) of any Lot in the Association, whether said Lot is improved with a residence (an “Improved Lot”) or is not improved with a residence on their Lot (an “Unimproved Lot”) who leases/rents out said Lot, or any portion of the Lot, shall:

1. In no event agree to/enter into a lease, or an agreement for leasing of said Lot or any portion of the Lot with a term/duration shorter than six (6) months;

a. In the event a Lot Owner or a tenant under a lease with a term of six (6) months or longer cancels or terminates, or permits the cancellation or termination of, said lease on a date earlier than the expiration of the term of the lease as set forth in the signed lease or in the written memorandum of same the Lot Owner is required to deliver to the Association (as referenced in subsection B.2, below), the Lot Owner *shall be prohibited from entering into another/subsequent lease for a term that begins on a date prior to the date on which the cancelled/terminated prior lease would, by the express terms of the lease or written memorandum, have expired.* The creation or attempted creation of any lease with a start date/effective date earlier that provided-for based upon the expiration of the express term of a cancelled or terminated prior lease as provided under this subsection B.1.a. shall entitle the Association to any/all rights to the enforcement of these Rules and Regulations on Non-Owner Occupancy, by any means now or hereafter permitted by law or in equity, including without limitation the rights granted to the Association under Article Nine of the Illinois Code of Civil Procedure (the “Eviction Act”).

2. Deliver a copy of the signed lease to the Association, or if the lease is oral, shall deliver a written memorandum of such lease stating its effective date, occupancy date(s), the Lot Owner(s) name(s), the Lot number, and the name(s) and home/residence address(es) of the lessee(s) to the Association, in care of its Lake Manager, not later than the date of occupancy or ten (10) days after the lease is signed, *whichever shall first occur*;

3. Expressly deliver to their lessee(s), in writing, copies of the Governing Instruments and R&Rs, and require such lessee(s) to acknowledge in writing that such lessee(s) is/are subject to and shall at all times comply with applicable provisions of the Association’s Governing Instruments and R&Rs;

4. Acknowledge in writing to the Association that after written notice and an opportunity for hearing, the Owner(s) of said Lot shall at all times be responsible for and may be charged with and be fined for any and all violations of the provisions of the Governing

Instruments and R&Rs committed by their lessee(s) and/or such lessees' guests and invitees, if any.

C. A fee shall be charged/levied against the current Owner(s) of a Lot in connection with each such lease/leasing of his/their Lot, regardless the duration of the Lease, in the amount of Three Hundred Dollars (\$300.00), said fee being conclusively deemed by the Board and agreed by the tenant(s)/lessee(s) to be a user fee for the benefit of the Association Common Properties and to be expended accordingly.

D. Any Service-related Occupancy shall not be considered to be a lease. Such Service-related Occupancies shall be and is conclusively deemed by the Board to be the carrying on of a business or commercial enterprise, as same is referenced in Article III, Section 2 of the Declaration, and is expressly prohibited. Further, any person(s) found to be occupying a Lot through or in connection with a Service-related Occupancy, as defined above, shall not be considered an "Invited guest" or a "Lessee" of a Lot Owner as referenced in Article III, Section 5 of the Association's Bylaws, whether or not such occupant(s) is/are accompanied by a Member or Associate Member, as those terms are defined in Article III, Sections 2 and 3 of the Bylaws. Persons, if any, upon Association property pursuant to a Service-related Occupancy shall be subject to being reported and removed from the Association property as trespasser(s), and all costs and expenses, if any, incurred by the Association in connection therewith shall be charged against the Lot Owner(s).

E. Prior to executing or otherwise entering into a lease (written or otherwise) of a Lot or Unimproved Lot, and/or entering into any agreement for the occupancy of any Lot or Unimproved Lot (other than a prohibited Service-related Occupancy), with any prospective lessee(s), or occupant(s), (called hereunder, a "Lease,") and as a condition-precedent to such lessees' occupancy of any Lot under any such Lease, each Lot Owner is required hereby and shall obtain and/or have executed, and furnish a copy to the Association in person or via Certified Mail, return receipt requested, a current Criminal Background Check and Sex-Offender Registry Check (the "Checks") upon every person of or over eighteen (18) years of age who will, or whom the lessee reasonably anticipates may, at any time during such Lease, occupy the subject Lot or Unimproved Lot within the Association. Based upon the results of the Checks:

1. No Lot Owner shall permit the occupancy of his/their Lot or Unimproved Lot pursuant to any Lease where the Lot Owner learns, upon reasonable inquiry, Lessee reasonably intends or anticipates that such Lot will or may be used or occupied by any person who: (a) 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 (b) 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", and the Lot Owner shall expressly advise the lessee(s) of this restriction in the event their Lease is not written.

2. Any Lot Owner(s) permitting/failing to prohibit the occupancy of their property in the Association by a lessee or other person who either (a) 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 (b) who is a person required to register or is registered as a “sex-offender,” shall 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 (a) and/or (b) in subsection (1) of this Section E., above is present on an Owner’s Lot shall be considered a separate violation.

3. If, during the course of a lease of an Lot 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. 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 or applicable law.

4. 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 2 fine of \$500.00 and a 30-day suspension from renting/leasing and use of all common property.

F. 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 Lot or Unimproved Lot on the basis of age, race, national origin, religious beliefs, gender or any other similarly protected classification. (Effective 01/01/2025)