



# Lake Thunderbird Association

## Rules and Regulations

Copies of Rules & Regulations can be obtained from the LTA Office or from the LTA web site, [www.lakethunderbird.us/documents](http://www.lakethunderbird.us/documents).

Any rule or regulation not listed in this document will carry the fine levied by the Board of Directors.

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## PREAMBLE

Lake Thunderbird is a community restricted to members and their guests. The Board of Directors of the Lake Thunderbird Association has, under the rights granted in Article VI, Section 1, Paragraph (f) of the by-laws, adopted a set of rules and regulations as well as penalties for violation of said rules.

The rules and regulations have been written to provide for the safety and well being of all LTA members and guests, as well as the enjoyment of the recreational activities and amenities, and to remain a member in good standing, all members must comply as set forth in Article IX of the by-laws.

Members are responsible for the actions of their guests, so it is suggested that all guests should be made aware of these rules and regulations.

Rules are enforced by Security, the Lake Manager, the Board of Directors, Water Safety, and Architectural Control, Conservation or any person appointed by the Board to do so.

## RESOLUTION

**Whereas**, the Association has determined that multiple owners of the same lot create 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 multiple owners of a lot for their use of the Common Properties;

**Now therefore**, be it resolved, whenever ownership of a lot in the Lake Thunderbird Subdivision, Bureau and Putnam Counties, Illinois, is vested in or controlled by members of more than one family, there will be a fee levied against each additional family owning said lots, not to exceed the total lot ownership fees applied to any individually owned lot, a said fee to be determined a user fee for the Common Properties and to be expended accordingly.  
(Effective 11-21-15)

For purposes of this resolution, a “family” is deemed to be one or more persons each related to the other by blood, marriage or adoption, who maintains a common household.

NOTE: All numbers in parenthesis indicate violations. 1st number is first offense, 2nd number is 2nd offense and 3rd number is third offense. Any violation with an ‘S’ after it means a 30 day suspension from Common Property. All violations can be superseded by Board action at any time.

In addition to these Rules and Regulations, please read and be familiar with the Amended and Restated Declaration of Covenants and By-Laws, which empower the Association with the authority to create and enforce these Rules and Regulations. The Covenants and By-Laws cover the organization of the Association, which have been recorded in the office of the Bureau County

and Putnam County Recorders, are binding upon title to, and the Owners of, all Lots in the Development. All of the Covenants and By-Laws are incorporated by reference and made part of these Rules and Regulations. In the event of any conflict between the Covenants and By-Laws, and these Rules and Regulations, the Covenants will first control, and then the By-Laws will control, except with respect to definitions of specific terms. (Effective 5-20-17)

## GENERAL RULES

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors (Effective 01/01/2023)

### RULES

1. All Lake Thunderbird roads are patrolled by the Putnam and Bureau County Sheriff's Department. Unless otherwise posted, all roads within the development are posted 35 miles per hour except 20 miles per hour near the south beach and clubhouse. Only properly licensed vehicles are allowed on any road within the Development. (Putnam/Bureau Sheriff Violation)
2. Even though the Association is private property, all laws of the land apply within the confines of Lake Thunderbird. Members and guests are not immune from prosecution by law enforcement authorities for crimes or misdemeanors committed within Lake Thunderbird properties. (Effective 01/01/2023)
3. Dumping of garbage or other material on common property or in the campground and maintenance dumpsters will result in a violation. (Effective 01/01/2021)
4. No leaves or grass clippings may be blown, raked or otherwise dumped into the lake. (Effective 01/01/2021)
5. Dogs on common property must be on a not greater than a 6-foot leash with the leash in the handler's possession. No dogs, other than therapy or service dogs are allowed in the clubhouse, pool area, tennis courts or on the beach, with the leash in the handler's possession. Handler must be always in control of the dog. No dogs are to be allowed to roam free. (Effective 01/01/2024)
6. Those fireworks that are designated by the State of Illinois as illegal are prohibited in the Lake Thunderbird community. Those violating this rule will be subject to a violation. (Effective 1-19-08)
7. No horseplay will be allowed in the clubhouse, pool, tennis court, campground, or beach.
8. Use of the clubhouse, pool, tennis court or beach or any other facility is limited to members who have paid all fees and violations AND THEIR GUESTS with appropriate wristbands. (Effective 01/01/2023)
9. No hunting or trapping is allowed in the Lake Thunderbird Development except by specific authorization. Discharge of any firearms, pellet and/or BB gun for any reason will result in a citation and violation.
10. Cutting of wood on any property other than the member's own property is strictly prohibited without written permission of the owner. No trees will be cut on Common Property other than dead growth WITHOUT WRITTEN permission from the Lake Office. (Effective 01/01/2023)
11. Unattended open fires of any kind are not permitted, including campfires and are violations with potential fines. A member who has a fire on his/her property must be visible from the road or water watching their fire. A fire cannot be left with no one observing it. (Effective 01/01/2024)
12. No soliciting will be permitted within the Development.
13. No device for the purpose of prohibiting the freezing of the lake will be installed by a property owner.

14. The operation of all-terrain vehicles, snowmobiles, dirt bikes and like vehicles, whether member owned or non-member owned, are prohibited from operating on posted or non-posted common grounds of Lake Thunderbird. Member owned vehicles would be subject to a violation. Non-member owned vehicles would be subject to a trespassing violation that will be enforced by county law enforcement officials. Violators will be responsible for any property damage incurred. ( Effective 01/01/2021)
15. Vehicles:
  - a. No parking or obstructing any fire hydrant within the entire Lake.
  - b. Should any type of motorized vehicle, operated by any member, fall into the Lake while it is frozen, they will be subject to a violation. Non-member owned vehicles would be subject to a trespassing violation that will be enforced by county law enforcement officials. All violators will be responsible for any property damage, clean-up and any other costs incurred. (Effective 01/01/2021)
16. Jumping and diving off, decks or other structures into the lake is prohibited except lake level docks and designated diving structures. In no case shall an individual be permitted to jump or dive from a structure that is more than 10 ft. above the actual lake level. (Effective 01/01/2023)
17. No obnoxious, offensive, or threatening activities/behavior including any verbal or physical attack by a member and/or their guests towards any staff member, will be tolerated on Common Property or any place within the Development. Nothing may be done on any Lot that is or may become an unreasonable annoyance or nuisance to any LTA Owner.
18. **DESIGNATED QUIET HOURS ARE 11:00 P.M. TO 8:00 A.M.** (Effective 01/01/2021)
19. Curb Appeal: Members of the Association shall keep their property from becoming unsightly, unsanitary, or hazardous. Unsatisfactory items may include, but not be limited to, lawns/lots with weeds greater than 12 inches IN HEIGHT; structures in need of repair; rubbish or building debris; motorized vehicles without current plates or registration; more than three unused vehicles parked at a residence for more than two weeks; storage of unused boats, trailers, campers; building materials; or garbage left at curbside. In the event that a member shall fail to maintain the property in a manner reasonably satisfactory to Association Management, violations will be issued. (12/21/2024) (Effective 1/1/2025)
20. Any damages occasioned by the operator of the drone will be the responsibility of the operator and/or of the Member. No photos of any person are allowed unless written permission of all parties in photos is granted. (Effective 01/01/2023)
21. Burning of trash or any non-organic material is strictly prohibited. Non-compliance will result in a violation for burning of trash. Non-organic burning will result in a violation of \$50 to \$500, determined by LTA Board. (Effective 06/15/2024))
22. All Bee Keeping is to adhere to the rules and regulations as defined in the Illinois Bees and Apiaries Act and registered with the Illinois Department of Agriculture within 10 days of establishment of a colony. A copy of the registration shall be furnished to the LTA office. No Bee Hives shall be located within 30 feet of a shared property line. (Effective 06/15/2024)
23. Vandalism of Common Property will be punished to the maximum extent of these rules, which may include a fine up to \$1000 and a suspension from use of Common Property in addition to the cost of materials and labor for repair of the damage. (Effective 06/15/2024)

## GENERAL RULES

### PROCEDURES

1. A Consent Agenda may be presented by the president at the beginning of a meeting. Items may be removed from the Consent Agenda at the request of any Board Member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Board. (Effective 01/01/2023)
2. A processing fee of \$75.00 per occurrence may be added to a member's account when the office must provide Association documents and/or research for a legal proceeding. (Effective 10-21-17)
3. To ensure members receive second notices of delinquencies, the LTA office will send certified mailings and those member's accounts will be charged a \$50.00 fee to cover the processing and record keeping expenses. (Effective 04-20-19)
4. When owners are selling their property, they are required to notify the LTA office so a "paid assessment letter" can be compiled. This will show the current status of the lot/home account. (Effective 01/01/2023)
5. Owners shall be required to have proper identification such as LTA Membership ID and/or wear wristbands when they are on Common Property. Owners are responsible for providing their guests with temporary wristbands. Children who do not live at the billing address of the member are considered guests and are required to have guest wrist bands to be on common property. If Owners do not have wristbands, they will be asked to show their LTA Membership ID to get a temporary wristband, or leave and return with their LTA Membership ID and/or permanent wristbands. Wristbands are required on all Common Property which includes the Clubhouse area, the marina, the entire lake, Campground, Beach, Picnic area and docks, boat launches, dam area, parks, and nature trails and all pavilions. Effective (01/01/2024)
  - a. Permanent Wristbands are for members and those associate members/individuals who live at the members billing address. As defined in the By-laws, associate members are spouse and children or legal wards of a Member or Honorary Member who have the same principal, (billing), address as the Member or Honorary Member. Documentation will be required of residence. (Effective 01/01/2024)
  - b. Persons not following the wristbands rules will be asked to leave common property. Refusal to leave common property will result in a violation, and the violator will be escorted from Common Property by the County Sheriff. (Effective 01/01/2023)
  - c. LTA Membership ID card must be presented at the office to obtain guest vehicle passes and temporary wristbands.
  - d. Guest passes for use on All Common Property are available to the property owner at the Association office or the pool snack bar during Summer Hours between the hours of 8:00 AM and 4:00 PM, May 1st thru Labor Day. During Winter Hours guest passes may be obtained between the hours of 8:00 AM and 4:00 PM, Tuesday thru Saturday from the office, starting the weekend after Labor Day thru April. Temporary wristbands are available from Security. Guest passes may also be obtained by calling the Lake Thunderbird Office, during normal business hours, using your PIN number located on your LTA Membership ID card. Using this PIN number certifies that your guests have been made aware of the LTA rules and regulations and that you are responsible for their actions while here at the lake. (Effective 01/01/2023)
  - e. If your LTA Membership ID Card is lost or stolen, please notify the Lake Thunderbird Office immediately. A \$25 fee will be charged for replacement LTA Membership ID Cards. (Effective 01/01/2023)

6. Whenever ownership of a lot in the Lake Thunderbird Subdivision, Bureau and Putnam Counties, Illinois, is vested in or controlled by members of more than one family, there will be a fee levied against each additional family owning said lot/lots, not to exceed the total lot ownership fees applied to any individually owned lot, a said fee to be determined a user fee for the Common Properties and to be expended accordingly. (Effective 01/01/2023)

## **Lake Thunderbird Association**

### RECITALS

WHEREAS, Lake Thunderbird Association (the “Association”) is a common interest community association subject to the Illinois Common Interest Community Association Act, 165 ILCS 160/1-1 (“CICAA”); and

WHEREAS, the Association is governed by certain written instruments, including its Amended and Restated Declaration of Restrictive Covenants and By-Laws (the “Declaration and By-Laws”), recorded in the respective offices of the Clerk/Recorder for the Counties of Bureau and Putnam in Illinois on or about July, 2018, as may from time to time be amended; and the then-current Rules and Regulations adopted by the Association’s Board of Directors, as revised from time to time (the “Rules”) (together, the Declaration and By-Laws and the Rules comprising the “Instruments”); and by its Board of Directors, comprising duly elected or appointed Association members who are Owners of lots/premises within the Association and such Committee/Commissions as may be created thereby; and

WHEREAS, the Board of Directors has the authority pursuant to the Instruments to amend and adopt rules and regulation pertaining to the use of the Association’s Common Property and other property within the Association; and

WHEREAS, the Board of Directors has the further authority pursuant to the Instruments to enforce same, and in connection therewith to adopt provisions of the Rules to establish policies and procedures for the enforce the Instruments, to levy and collect reasonable fines from Association members, to demand and compel compliance, and to abate nuisances by all occupants of Lots and persons upon the Common Properties, whether Owners, their families, guests, and tenants; and

WHEREAS, the Association desires to delete that portion of the Rules titled: “Appeal Process” and to replace same with this Written Policy on Enforcement For Violations, pursuant to the powers granted to its Board of Directors as set forth in Article VI, Section 1. (f) of the By-Laws, and to add same to the Association’s existing Rules under the title above, to be thereafter a part of the Association’s existing rules and regulations together with portions thereof titled/regarding “Collection Policy,” “Written Policy for Resolving Complaints,” (pursuant to the Ombudsperson Act), the Association’s “Violations by Class” as well as all other provisions of the Instruments;

NOW, THEREFORE, the Subsection of the existing Rules titled “Appeal Process” is hereby deleted and replaced by the provision titled: “Written Policy on Enforcement For Violations,” the contents of which shall be as follows:

### **LAKE THUNDERBIRD ASSOCIATION WRITTEN POLICY ON ENFORCEMENT FOR VIOLATIONS**

1. The foregoing Recitals, including the terms and definitions therein, are incorporated into these numbered paragraphs below as though fully set forth therein.
2. In addition to remedies provided under Article III, Section 8 of the Declaration (on abatement of nuisances), Article III, Section 7 of the Bylaws (on suspension of privileges), and that portion of the Association’s Rules and Regulations called the “Collection Policy,” and not instead of same; and in place of that portion of the Association’s Rules and Regulations called “Appeal Process,” which is hereby deleted and replaced with the following. The Board of Directors of the Lake

Thunderbird Association hereby adopts this Written Policy on Enforcement for Violations. In the event the Board of Directors or any of its members, the Lake Manager or any manager becomes aware of a claimed violation of a provision of the Lake Thunderbird Association's Instruments, or any Unit Owner/Member of the Association notifies the Board of Directors or manager of such a violation with sufficient supporting information to establish the violation to the Board of Director's satisfaction, the following enforcement/fining procedures shall apply.

3. Notification of Violation: (Effective 12/21/2024)

a. Upon receiving notice of a violation, the Lake Manager my upon reviewing the possible violation and the members violation history, contact the member by phone to discuss the violation, documenting the call. If after the phone discussion, the Lake Manager decides that a written notice is needed, then the written notice will be sent as described in 3b.

b. The Lake Thunderbird Association's Board of Directors, on its own behalf or through the Association's Lake Manager, any other manager or attorney as authorized by the Board (the "Board"), shall send written notice of any violation(s) of the Association's Instruments ("Written Notice") to the owner(s) of a Lot within the Association as identified in the records of the Association (the "Owner"), including by email to Owners who have consented to the Association's conducting business by email, the date of which Written Notice for purposes of the time periods specified in these Rules shall be the date when same is sent by regular U.S. Mail, or when sent by email if authorized. The Board, in the exercise of its discretion, may also send a copy of the Written Notice to any tenant or non-Owner occupant of the subject property known to the Association.

4. In the event the Board provides Written Notice to an Owner that any violation of the Instruments is charged by/on behalf of the Association, whether or not the Association seeks to impose a fine upon the Owner or to impose other charges as may be incurred by the Association as a consequence of the violation, the Written Notice shall afford the Owner an opportunity for hearing on the violation before any fine will be imposed therefor and may, if appropriate, demand that the Owner immediately cease and desist from any further violation (if continuing) and may grant the Owner time within which to abate and cure same, without any effect upon the opportunity for hearing stated therein.

a. In the Board's Written Notice, the Owner will be informed of the date on which the Owner may appear for a hearing before the Board if he/she so chooses (which date will typically, but not always, be a scheduled meeting of the Board). The Written Notice will also advise the Owner that he/she must notify the Board at least seven (7) days prior to the specified hearing date that the Owner plans to appear for hearing in order to exercise the Owner's right to a hearing. All hearings will be held in a closed portion of a noticed Board meeting or in a closed session separate from a noticed meeting; however, any vote on a violation, whether or not a hearing is held, shall be taken at a meeting or portion thereof open to any Association Member, though Owner names and specific violations generally will not be identified in such open meeting(s).

b. If the Owner declines or fails to request a hearing within the time allowed, the Owner will be conclusively deemed to have waived his/her right to a hearing and the Board may proceed to address the violation in the Owner's absence, including imposition of fines.

c. If the Owner provides timely notice to the Board that the Owner intends to appear for hearing, the Owner shall have the right (but not the obligation) to be represented at such hearing by counsel of their choosing. To exercise the right to be represented at the hearing by counsel, the Owner shall advise the Board no less than five (5) business days prior to the scheduled hearing, or by the seventh (7<sup>th</sup>) day prior to the scheduled hearing (if less than five (5) business days) that he/she will be represented there by counsel, so that the Board will have an opportunity to have its own attorney present to represent the Association if it so wishes. In the hearing, the Unit Owner(s) shall have the right to call witnesses and to present evidence on their own behalf and to cross-examine

any witnesses called by/on behalf of the Board. The Board may also call witnesses, present evidence and cross-examine any witness called by/on behalf of the Owner.

d. The Board's decision with regard to the charged violation and any fine(s) shall be by vote taken at a meeting of the Board open to Association members to attend as they see fit, though the matter may be described and the vote taken and recorded in a manner that respects the privacy and/or confidentiality of the Unit Owner(s) charged and does not unnecessarily hold the Unit Owner(s) up for ridicule by other Members. However, the Board and/or the Directors, individually or collectively, shall in no event be subject to liability upon a claim of breach of privacy or confidentiality based on a decision or finding under this Section E.

Class 1 \$50.00 to \$500.00 Board of Directors to decide on dollar amount depending severity of violation

Class 2 \$500.00 + suspension

Class 3 \$ 500.00 to \$1000.00 Board of Directors to decide on dollar amount depending severity of violation

Class 4 \$1000.00 + suspension (Effective 01/01/2021)

e. If, after notice and an opportunity for hearing, the Board determines that violation(s) of any rules and regulations of the Association charged are proven, or if the violation is deemed admitted where no hearing is requested by the Owner within seven (7) days after the sending of notice, the Board may thereupon impose a fine against the Owner responsible for the violation in an amount appropriate to the violation as set forth in the portions of these Rules titled: "Violations by Class"- If a violation is proven of a provision not included in the "Violations by Class". including violations of the Declaration or By-Laws not so listed, then the Board may impose a fine of not less than fifty dollars (\$50.00), nor more than one thousand dollars (\$1000.00) for a first violation, as the Board shall deem appropriate taking into account the circumstances and consequences of the violation. Fines for subsequent similar violations that occur within three (3) months of a prior preceding violation of the same/similar type may be higher. However, if no similar violation occurs within the referenced "6-month period", a violation thereafter will be considered a first violation for purposes of determining fines.

(Effective 12/21/2024)

In the event of a violation of a continuing nature, a fine may be set by the Board in an amount not to exceed twenty-five dollars (\$25.00) per day that the violation existed, or until cured if still existing on the date the Board renders its decision. The Owner subject to a daily fine bears the responsibility for demonstrating to the Board that the violation has been cured.

5. Fines imposed hereunder are the result of estimated harm/damage to the Association and/or its members resulting from the violation charged, which are difficult to ascertain, and such violations are and are intended to be a reasonable approximation of that harm. Moreover, in the event the Association incurs expenses for legal fees and/or costs as a result of the involvement of the Association's attorney in addressing any violation, then in addition to any fines imposed, such fees and costs shall be an additional charge against the Owner's account with the Association, collectible as any delinquent charge or common expense under the Instruments.

6. In the event of multiple or repeated violations of the same or a similar nature, the Association reserves the right to proceed via any of the remedies provided under the Declaration and/or By-Laws, including instituting an action at law or in equity in Court for any and all claims the Association may have, and in such event, the Association shall have the right to recover its reasonable attorneys' fees and all costs incurred.

7. Violations of a continuing nature can bear daily fines until violation has been cured. Unpaid fines after 30 (thirty) days will double, after 60 (sixty) days will triple, and after 90 (ninety) days will be forwarded to the association attorney for further action. (Effective 01/01/2021)



Failure to pay all accumulated fines, penalties, assessments and/or fees prior to June 1st will result in the loss of membership privileges. Membership privileges will be reinstated when all past due balances and current assessments are paid in full. Only then will current membership cards, automobile stickers, boat stickers, pool passes, and Chair Tree subscriptions be issued. Checks returned for NSF or for any other reason will result in immediate loss of all membership privileges.

Any rule or regulation not listed in this document will carry the fine levied by the Board of Directors.

History of property owner's fines will be maintained for two years in order to assess the proper amount for multiple offenses to a rule. (Effective 01/01/2021)

8. Upon adoption of the Written Policy on Enforcement for Violations, a copy of the new portion(s) of same shall be provided to all Owners, including by email to all Owners who have authorized the Association to conduct business electronically.

### **ARCHITECTURAL CONTROL**

**All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors**

**This section was combined with the Lake Thunderbird Architectural Control Committee Building Packet Effective 01/01/2023**

**See Lake Thunderbird Architectural Control Committee Building Packet for all architectural information and forms.**

### **LAKE THUNDERBIRD PARK AND LAKE THUNDERBIRD BEACH**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors (Effective 01/01/2023)

#### **All General Rules Apply**

The area from the parking lot on the south, the cove on the east, 10 feet north of the stationary raft in the lake and the cove on the west will be named Lake Thunderbird Park. The sand area and the roped in water area will be named Lake Thunderbird Park Beach. No glass, smoking, grilling devices or dogs (except Service Dogs) will be allowed in Lake Thunderbird Park or on Lake Thunderbird Park Beach. Glass, smoking and dogs are allowed on members boats parked at the boat docks. Lake Thunderbird Park Beach will be open from sunrise to sunset. (Effective 01/01/2023)

### **LAKE THUNDERBIRD PARK**

1. Vehicles must display current LTA sticker or guest pass. Random checks by LTA personnel/Security/ Park and/or Beach Monitor will ask for proof of membership and have authority to require anyone to leave the park area. Class 1 violations for members and/or guests. (Effective 01/01/2023)

2. The Lake Thunderbird Park and Lake Thunderbird Park Beach is for the use of the members and their guests only. Current member or guest wrist bands must be worn at all times. (Effective 01/01/2023)
3. The Snack Shack may have one grill only for their cooking purposes. (Effective 01/01/2023)
4. Persons under 16 years of age will not be allowed at the entire Lake Thunderbird Park area (including the swing sets and snack shack) unless accompanied by an adult, guardian, or responsible person at least 16 years of age or older. (Effective 01/01/2023)
5. No pets are allowed on Lake Thunderbird Park property except service or therapy dogs. Service or therapy dog must have a vest identifying that it is a "SERVICE or THERAPY DOG". Handler must be always in control of the dog. Service or therapy dog must not be allowed to run free in Lake Thunderbird Park area. (Effective 01/01/2023)
6. Lake Thunderbird Park hours are sunrise to sunset. (Effective 01/01/2023)
7. Fishing in the swimming area is not allowed. (Effective 01/01/2023)

### **LAKE THUNDERBIRD PARK BEACH**

1. Lake Thunderbird Park Beach will be open from sunrise to sunset. (Effective 01/01/2023)
2. The lifeguard on duty/LTA personnel/Security/Beach monitor/Board members have complete control over the Lake Thunderbird Park Beach area and have authority to require anyone to leave the water and beach area. (Effective 01/01/2023)
3. The Lake Thunderbird Park Beach is for the use of the members and their guests only. Current member or guest wrist bands must be worn at all times. (Effective 01/01/2023)
4. Proper swim attire is required. Infants must have approved swim diapers or rubber pants with tight fitting legs. (Effective 01/01/2023)
5. No food, beverages or smoking in the sand area. No glass containers or grilling devices allowed in the entire Lake Thunderbird PARK Beach area. (Effective 01/01/2023)
6. No diving off the raft or jumping off slide. Horseplay, running, jumping on the raft will not be allowed. There will be ONE VERBAL warning. If a second verbal warning is needed, the swimmer will be given a time out period. If another incident occurs, the individual or individuals and their entire party will be required to leave the Lake Thunderbird PARK Beach and not return until the next day. (Effective 01-01-23)
7. Life jackets, inner tubes, or other inflatable toys are not to be taken on slide. Floating water mats will not be allowed. (Effective 06/21/2024)
8. The Lake Thunderbird Park Beach swimming area is restricted to the area inside the floating ropes. No one is to be outside the designated swim area. (Effective 01/01/2023)
9. There will be a 10 minute rest period every hour, and no one is allowed in the water during that time. (Effective 01/01/2023)
10. No pets are allowed on Lake Thunderbird Beach property except service or therapy dogs. Service or therapy dog must have a vest identifying that it is a "SERVICE OR THERAPY DOG". Handler must be always in control of the service or therapy dog. Service or therapy dog must not be allowed to run free in beach area. (Effective 01/01/2023)
11. Persons under 16 years of age will not be allowed at the entire Lake Thunderbird Park Beach area (including the swing sets and snack shack) unless accompanied by an adult,

guardian, or responsible person at least 16 years of age or older. Swimming is always at your own risk whether a life guard is present or not. (Effective 01/01/2023)

12. No one other than the lifeguard on duty is allowed in the lifeguard chair. No one is allowed to hang onto or climb onto the life guard chair or distract the lifeguard on duty. (Effective 6-19-10)
13. Fishing in the swimming area is not allowed. (Effective 01/01/2021)
14. Lake Thunderbird Beach hours are sunrise to sunset. (Effective 10-15-11)
15. If lightning and/or thunder are seen or heard, the lifeguard/office staff/security will call for the Lake Thunderbird Park Beach to be cleared for at least 20 minutes or until the storm has passed. (Effective 01/01/2023)

### **BOAT LAUNCHES**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

### **All General Rules Apply**

1. Launch areas are Common Property and for use of members and their guests only. Call Putnam County Sheriff for criminal trespassing, at 815-925-7015. (Effective 01/01/2023)
2. Vehicles must have current LTA sticker or guest pass on Common Property. (Effective 01/01/2023)
3. There will be a violation written for members leaving their unattached boat trailer in a non-designated area for more than two (2) consecutive days. A violation will be written if an empty trailer is left overnight in an unauthorized area of the boat launch. (Effective 01/01/2023)

### **CAMPGROUND**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors

(Effective 01/01/2023)

### **General Rules: ALL CAMPERS**

### **All General Rules Apply**

The campground is for the enjoyment of all members and their guests only.

This campground has a 30-amp electrical hookup for each trailer. (Existing 50 AMP hookups are grandfathered until the current lessee leaves, then it will revert back to a 30-amp hookup.)  
(Effective 01/01/2023)

Recreational vehicles utilizing the campground at Lake Thunderbird must be registered with the Association office. By definition, a recreational vehicle is defined as one specifically designed as a recreational vehicle by a manufacturer for the sole purpose of recreational use. It must be a road licensable travel trailer or motorhome. To register a recreational vehicle, the standard

registration form and lease agreements, (available from the Association office), must be filled out completely and submitted with a copy of the State certificate of title issued by the State of Illinois or the state in which the owner resides, clearly showing that the recreational vehicle is member owned. Inspection of any unit desiring permanent campground status must be authorized by the LTA Lake Manager or approved delegate. The inspection process and registration completion must be completed prior to placing the unit on a permanent camping site. (Effective 12/21/2024)

When leasing a permanent campground spot, a member must place a trailer/motorhome on that spot – no leasing a spot and not using it during the year – use it or lose it. When trailer/motorhome needs to be removed, the member must notify the office in advance when removing and returning trailer/motorhome. If removing a trailer/motorhome and replacing it with another, the new trailer/motorhome must be inspected by the Lake Manager before placing it on assigned campsite. (Effective 01/01/2023)

All LTA camping rules apply to permanent camping. Infraction of these rules will result in a violation, the loss of your permanent camping site or suspension of your camping privileges. Your fee will not be refunded. If you are unclear regarding the camping rules, please contact a Campground Commission member or the Lake Thunderbird office. (Effective 01/01/2023)  
(Effective 01/01/2025)

Rules are suggested by the Campground Commission, reviewed by the Rules and Regulation Commission and submitted to the Board of Directors for approval. (Effective 01/01/2023)

**The Campground Commission and the Security Commission enforce the adopted rules.**  
(Effective 01/01/2023)

## **Rules**

- 1) The campground lease is limited to LTA property owners only. (Effective 01/01/2025)
- 2) Camper registration and Certificate of insurance must both be in the member's name with the listed address being the member's billing address.
- 3) All members and their children need to WEAR their wristbands at all times. (Effective 01/01/2023)
- 4) Campers leaving campsites in an untidy condition will be reported to the Lake Manager and will be subject to a Class 1 violation. (Effective 01/01/2023)
- 5) Campfires will be contained in a fire pit and must not be left unattended. Rocks ringing the fire pit are not allowed. Use metal fire rings or cement blocks to contain fire. The burn area MUST be cleaned up before leaving the area. (Effective 01/01/2023)
- 6) Consumption of alcoholic beverages in moderation by adults is allowed on individual campsites. No underage drinking will be tolerated. Law enforcement officials will be notified in the event that underage drinking occurs.
- 7) Speed limits in the campground are 10 MPH. The campground road is one way in a counter-clockwise direction.
- 8) Mini bikes, go karts or all-terrain vehicles may not be operated in the campground or any common area.

- 9) The use of electronic sound devices, portable generators, or any creation of disturbance (above 70 db within 35' of adjacent campsite) is prohibited.
- 10) Quiet hours begin at 11:00 PM and end at 8:00 AM.
- 11) The use of guns, bows and arrows, slingshots and fireworks in the campground is prohibited.
- 12) Guests must park on the same site as members. Owners are responsible for the actions AND VIOLATIONS of their guests.
- 13) Only one Association picnic table per site on a first come first-serve basis. Association picnic tables are NOT to be chained and locked to campers.
- 14) Camper size is restricted to the size of the Campsite it is to be placed upon. Camper size is not to exceed 8 feet in width, not including slide outs. The length is determined to be from the rear bumper to the tongue. Hitches and wheels must remain attached. The placement on a site must be parallel to the road such that the doors must face the road. As of September, 2007, any new camper coming in MUST leave 2 feet on both sides of their property line to allow a 4-foot access between campers. Camper can only be placed on Campsite when the LTA Lake Manager or approved delegate are present. (Effective 01/01/2025)
- 15) There is no camping or parking near the bathhouse electric service boxes, playground electric service box, rear camping area electric service boxes, overflow area electric service box or under the pavilion.
- 16) When campers are leaving for a two-week period, they may leave the electric cords connected and ONLY run a refrigerator from April 1 through November 30. If any other appliances such as air conditioners are found running, the camper loses the privilege of running a refrigerator while gone and this will be a violation. For the period of December 1<sup>st</sup>. thru March 31<sup>st</sup>., member must be occupying the camper to be plugged in. (Effective 01/01/2021)
- 17) No children under the age of 18 are allowed to camp without adult supervision at any time. No un-chaperoned children under the age of 18 in the campground after 11:00 PM. (Effective 01/01/2023)
- 18) At no such time shall children under the age of six (6) be allowed in the restrooms without adult supervision. Parents are responsible for their children at all times. (Effective 10/16/2004)
- 19) Waste from campers must be disposed of at the dumping station only. Any dumping of "gray and/or black water" on the ground and/or in the creek, the lessee will be fined \$200.00, be evicted from the campground and will be barred from any future campground lease. The lessee's campground lease fee and deposit will not be refunded. Any IDNR and/or EPA fines and any restoration costs as the result of the dumping will be the lessee's responsibility. Drinking of water at the dump station is not permitted. (Effective 4/20/2019)
- 20) Pots and pans, dishes or clothes are not to be washed in the bathhouse or at the water hydrants.
- 21) Hot water is not to be taken from the bathhouse.
- 22) There is a ten (10) minute limit on showers on a first come first serve basis. All shower stalls and wash basins are to be cleaned after each use.
- 23) Rubbish must be in containers and raw garbage must be in plastic or foil and placed in designated containers. No raw garbage is to be placed in the bathhouse container.
- 24) Do not leave pets unattended outside. Pets must be on a 6 ft. leash when walking the pet, with the leash in the handler's possession. Handler must be always in control of the dog.

- No dogs are to be allowed to roam free. Pet must not annoy other campers. When pets are outside, pets must be contained within the perimeter of your Campsite. Owners of pets are required to clean up after their pet. Pets are not allowed in the bathhouse. (Effective 01/01/2023)
- 25) Cutting of or driving nails into live trees is prohibited. (Effective 01/01/2023)
  - 26) A removable stairway of one or more flights of stairs with landing to pass from one level to another is limited to 72" wide (6 feet) and 96" (8 feet) from the camper to the end of the last step from main entrance into the camper is allowed, 48 sq. feet in all. A removable 4 ft. x 4 ft. (48" x 48") stairway with one or more flights of stairs with landing to pass from one level to the other for the second entry in to the camper is allowed. Before installation a ¼" to the foot scale plan must be submitted to the Architectural Control Committee for approval before a signed ACC Building Approval Form will be issued, which is necessary to obtain a required Putnam County Permit. (Effective 3/20/2010)
  - 27) Wood mulch is allowed. No rock or other landscape/ground cover is allowed. One removable platform measuring 8 feet wide, 6 inches high and only as long as your trailer body living space is allowed, provided it meets the following construction criteria: It must be constructed of either a decking material, patio block or patio brick. It cannot be enclosed. Posts, rails, loose stone and gravel are prohibited. Camper, Leaseholder, is responsible for the labor costs in moving platform should the camper need to be removed from the site by the Association. The Association is not responsible for any damage to the platform while performing their normal and routine functions. Before installation, a one-quarter inch, (1/4), to the foot scale plan must be submitted to the Architectural Control Committee for approval before a approved ACC Building Approval will be issued. (12/21/2024)
  - 28) Removable lattice type material around the camper but not around the tongue will be allowed. Before installation, a one-quarter inch, (1/4), to the foot scale plan must be submitted to the Architectural Control Committee for approval before a signed ACC Building Approval will be issued. (Effective 01/01/2023)
  - 29) Any planting of trees and shrubs needs to be approved by the Lake Manager. See item #30. (Effective 01/01/2023)
  - 30) Campsite curb Appeal
    - a) Grass: The campsite must be kept mowed to a height not to exceed 8 inches. If your campsite is found to have grass in excess of 8 inches, you will be notified by letter one time only. If after two weeks of receipt of letter and grass has not been mowed, the Association will mow the grass and charge a fee of \$100.00. For each additional mowing, the fee will be \$100.00. This fee must be paid before camping privileges are restored. (Effective 12/21/2024)
    - b) Exterior structures: All structures, including campers and sheds, must be clean and maintained. (Effective 12/21/2024)
  - 31) No refrigerators, freezers will be allowed outside the camper. (Effective 01/01/2023)
  - 32) Before digging anywhere in the campground, you MUST call the Lake Manager for approval. Water, phone and electrical lines run throughout the campground and could be damaged when digging. Any repairs are the member's responsibility to pay. Depending on your Campsite location, JULIE, call 811, may need to be contacted for Ameren power cable or Frontier phone cable locations. (Effective 01/01/2023)
  - 33) A boat and trailer may be temporarily stored on your campsite only when you are staying at your campsite. No boat or trailer is to be permanently stored on your campsite. If it is, it

- will be towed to the storage area and a fee will be assessed. After 30 days, a storage area fee will be assessed if the boat remains in the storage area.
- 34) To purposely leave campground roads to avoid driving over Association installed speed bumps is a fine-able offense. Any attempt to avoid will be a Class 1 violation. If damage to Association property is done there will be a Class 1 violation. If not a member of Lake Thunderbird Association, a Putnam County charge will be filed for trespassing. (Effective 01/01/2023)
  - 35) Portable, manufactured, resin sheds will be allowed in back of your camper, size placement subject to the approval of the LTA Lake Manager. In addition, a campsite is limited to one, (1), unit in size up to 80 square feet and 8 ½ feet in maximum height. The shed must be removed if, for any reason the trailer is removed. (Effective 11/18/2017)
  - 36) I certify that I have and will maintain a Certificate of Insurance qualifying Bodily Injury & Property Damage while the unit is parked and/or stored on Association property (\$100,000 minimum) valid through the term of the lease agreement. (Effective 12/15/2018)
  - 37) Member has 30 days after selling their property at Lake Thunderbird to remove their camper. No portion of the fee will be refunded if a campsite is vacated before a lease term ends. (Effective 01/01/2025)

## PROCEDURES

- 1) All overnight campsites must be reserved and paid through [www.campspot.com](http://www.campspot.com), (Location = Lake Thunderbird Association, Putnam, IL) prior to arrival at the campground. For guest camping, reservations must be made by the property owner for their guest. (See List of Fees.) (Effective 01/01/2025)
- 2) Children's names need to be on the lease agreement form and returned with payment to the office. If no names are listed, only you can stay in the camper. Your immediate children, 18 years of age and over will be allowed to use your permanent campsite when you are not at Lake Thunderbird. Children OLDER THAN 16 must have a car sticker for their car. (Effective 01/01/2023)
- 3) The lease agreement allows you to keep one camper on your campsite. Family members (living in the same household as lessee) may camp on the site, with a tent, at no additional cost for a period of no longer than 3 consecutive days. Any additional tents on your site, (non-family) will be charged a fee accordingly. No more than one (1) additional tent are allowed on any site. Additional tent cannot plugin to neighbor's outlet. (Effective 07/20/2019)
- 4) The payment is due in the Lake Thunderbird Office by February 15<sup>th</sup>, (post mark accepted) of each year.
- 5) Failure to mail payment by this time result in the loss of your permanent campsite and your camper will need to be removed by March 31 or it will be removed by LTA.
- 6) There will be no exceptions made for the date payment is due.
- 7) Failure to pay annual assessments by June 1 (post mark accepted) each year will result in the loss of your permanent campsite and your camper will be removed by LTA.
- 8) Must have camper to lease site, (No camper-No site) Camper must be placed on leased site. If camper needs to be removed for extended period, member must notify office before removing and again when returning.

- 9) When a permanent camper sells his/her travel trailer/motorhome, the permanent campsite assigned to the seller does not go to the purchaser. The new travel trailer/motorhome owner must remove the travel trailer/motorhome. The new travel trailer/motorhome owner can be put on a waiting list for a permanent campsite, if they are LTA members. (Effective 01/01/2025)
- 10) When a permanent camper sells his/her Lake Thunderbird property, the travel trailer/motorhome must be removed within 30 days from property sale date or be in violation. (Effective 01/01/2025)
- 11) Property owners must remain on Lake Thunderbird property for the duration of their guest campers' stay. The guest must follow all LTA and camping rules. Guest camping fees include one car pass and guest wristbands which can be picked up at the Lake Thunderbird Office. (Effective 12/21/2024)
- 12) The campground is part of the common areas of Lake Thunderbird. Owners shall be required to have proper identification such as LTA Membership ID and/or wear Wristbands when on Common Property. Owners are responsible for providing their guests with temporary wristbands. (Effective 01/01/2023)
- 13) Campsites numbered 42 through 52 are designated for overnight camping only. Trailer/motorhome doors must face the roadway. (Effective 01/01/2023)
- 14) Three blasts on a car horn signify an emergency and is a call for help.
- 15) Check-out time is 3:00 PM.
- 16) Winter camping shall be allowed for no more than seven (7) consecutive days in the months of December, January, February and March.
- 17) Summer camping will be from April 1st until November 30<sup>th</sup>. (Effective 11/16/2010)
- 18) Temporary Campsites: Any and all trailers, tents, boats, lawn chairs, etc., must be removed when unoccupied or at end of camping session. (Effective 3/15/2008)
- 19) WAITING LIST RULES: When a campsite becomes available, the first property owner on the list will be offered the site. If the first person on the list does not want the open site, the site will be offered to the next property owner on the list. (Effective 12/21/2024)

## **CLUBHOUSE**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

### **All General Rules Apply**

1. The facilities are for the use by the members and their guests only. Members are responsible for the actions of their guests, so guests should be informed of the house rules.
2. Everyone using the facilities should treat the property as their own. Any repairs required as a result of misuse by a member or their guests will be charged to the member.
3. No pets are allowed in the clubhouse except service or therapy dogs. Service or therapy dog must have a vest identifying that it is a "SERVICE OR THERAPY DOG". Service or therapy dog must be on a leash not longer than 6 feet with the leash in possession of the handler. Handler must be always in control of the dog. Service dog must not be allowed to run free in the clubhouse. (Effective 01/01/2024)
4. Good housekeeping habits must be followed. After use, all furniture must be returned to the location in which they were found.



5. Kitchen facilities may be used by members with a two (2) hour limit if someone is waiting to use them. Food prepared must be for consumption on premises at the clubhouse grounds.
6. Parents are responsible for the actions of their children. Do not leave children unattended.
7. Motor vehicles, bicycles, motor bikes and skate boards are not allowed on sidewalks or clubhouse decks.
8. Snowmobiles are not permitted anywhere on clubhouse grounds.
9. Fishing poles and tackle must be left outside the clubhouse and the pool area.
10. Loud noise and music should be avoided. Violators refusing to turn it down will be asked to leave premises.
11. User fees for the use of the clubhouse may be set by the Board.
12. The times of operation will be set by the Board.
13. Groups renting clubhouse shall have exclusive use of the clubhouse hall. During business hours all other areas of the clubhouse shall remain open to members and their guests.
14. Picnic tables must be left where they are found and not moved from one picnic area to another.
15. A copy of the rules will be posted on the clubhouse bulletin board. (Effective 10-16-04)

### **DAM AREA**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

#### **All General Rules Apply**

1. Only pedestrian traffic is allowed on the Dam. Vehicles of any nature are prohibited beyond the gate or the parking area. Emergency vehicles, Lake Thunderbird maintenance, and designated vehicles are allowed.
2. The back side of the dam is a restricted area. **KEEP OFF!!** (Effective 01/01/2023)
3. Fishing in or below the spillway is not allowed.
4. No swimming off the dam or spillway.
5. Any planting or digging is strictly prohibited on the back, front or top of Dam.
6. Dogs must be on a 6-foot leash with leash in handler's possession on the dam and all common property. Handler must be always in control of the dog. No dogs are to be allowed to roam free. (Effective 01/01/2023)
7. Service or therapy dog must have a vest identifying that it is a "SERVICE OR THERAPY DOG". Service or therapy dog must not be allowed to run free in the dam area. (Effective 01/01/2024)
8. Wristbands must be worn by members and their guests while at the dam which is common property. (Effective 01/01/2023)

### **NATURE AREA AND TRAILS**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

#### **All General Rules Apply**

1. The Nature Areas and Trails are for the enjoyment of members and their guests only. Wristbands must be worn by members and their guests while on the Nature Areas and/or the Trails which is common property. (Effective 01/01/2023)

2. Nature Area and Trails are open from 8:00 AM to sunset. Nature Areas and Trails are closed during the Deer Management Season (October 1<sup>st</sup> to January 17) and during extremely wet weather. Only the West End Trail is open from 9:00 AM till sunset from October 1<sup>st</sup>. thru January 17. (Effective 01/01/2023)
3. Camping, fires, eating, drinking and picnicking are not allowed.
4. Motorized vehicles are not allowed beyond the split rail fence at the parking area. All vehicles must have current LTA sticker or guest pass while in Nature Areas and Trails. (Effective 01/01/2023)
5. There shall be no hunting, trapping or discharging of firearms in Nature Areas with the exception of bow hunting by Association registered hunters during a deer management program. (Effective 11-21-09)
6. Swimming in the creeks is prohibited. (Effective 01/01/2023)
7. Stay on Nature Area property and the Trails which are Common Property. Do not go on any other property. Know your boundaries. (Effective 01/01/2023)
8. Dogs must be on a 6-foot leash with the leash in the handler's possession in the Nature Area/Trails. Handler must be always in control of the dog. No dogs are to be allowed to roam free. (Effective 01/01/2024)
9. Service or therapy dog must have a vest identifying that it is a "SERVICE OR THERAPY DOG". Service or therapy dog must not be allowed to run free in the Nature Areas/Trails. (Effective 01/01/2024)

## **POOL**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors (Effective 01/01/2023)

### **All General Rules Apply**

1. The lifeguard, pool monitors/LTA personnel/security/board members have complete control of the swimming pool area and the authority to require an individual or individuals to leave the water and/or premises. (Effective 04-20-19)
2. The pool is for the use of the members and their guests only. Current member or guest wrist bands must be worn at all times. (Effective 01/01/2023)
3. Swimsuits are required of all people in the pool. Infants must be fitted with approved swim diapers or rubber pants with tight fitting legs.
4. Entrance and exit of the pool area must be through the locker room or the gate by the lower entrance. Do not enter clubhouse or office with wet bathing suits.
5. A shower is required by every person prior to entering the pool.
6. There will be no street shoes worn on the pool deck.
7. Food and alcoholic beverages are not allowed on pool deck.
8. Frisbees, life rafts, inner tubes or other toys of that nature are not to be used if 20 or more people are in the pool.
9. **THERE WILL BE A 10 MINUTE REST PERIOD EVERY HOUR, AND NO ONE IS ALLOWED IN THE WATER DURING THAT TIME.** (Effective 01/01/2023)
10. Horseplay, running, climbing and jumping in the pool area, the slide and the ramp will not be tolerated. There will be ONE VERBAL WARNING. If a second verbal warning is needed, the swimmer will be given a time out period. If another incident occurs, the individual or individuals

and their entire party will be required to leave the pool and not return until the next day.  
(Effective 01/01/2023)

11. Bobby pins, hair pins, rubber bands or band aids are not to be worn or taken into the pool.
12. No one other than the lifeguard on duty is allowed in the lifeguard chair. No one is allowed to hang onto or climb onto the life guard chair or distract the lifeguard on duty. (Effective 01/01/2023)
13. Persons under 16 years of age will not be allowed at the pool unless accompanied by an adult, guardian, or responsible person at least 16 years of age or older. Swimming is always at your own risk whether a lifeguard is present or not.
14. No glass containers will be allowed in and around the pool area. (Effective 6-19-10)
15. No pets are allowed at the pool except service or therapy dogs. Service or therapy dog must have a vest identifying that it is a “SERVICE OR THERAPY DOG”. Service or therapy dog must be on a leash not longer than 6 feet with the leash in possession of the handler. Handler must be always in control of the dog. Service dog must not be allowed to run free in pool area. (Effective 01/01/2024)
16. If lightning and/or thunder are seen or heard, the lifeguard/office staff/security will call for the pool to be cleared for at least 20 minutes or until the storm has passed. (Effective 01/01/2023)
- 17.

### **REALTORS**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

### **All General Rules Apply**

1. Realtors must obtain special guest passes available at the Lake Thunderbird office if when they are going to be on Common Property.
2. Realtor passes cannot be used for amenities.
3. No corner signs allowed other than those depicting an open house or “when in progress”. Directional signs must be removed at the end of the open house.
4. One 18” x 24” “For Sale” sign may be displayed by a Realtor or Member/Property Owner at the roadside of a property. If the property is on the lakefront, one additional 18” x 24” “For Sale” sign may be displayed but must be able to viewed from the water. The Realtor or Member/Property Owner must remove all signage within 15 days of a completed sale. Banners, flags, balloons, etc. are not allowed. (Effective 01/01/2021)
5. Realtors must furnish copies of the Amended and Restated Declaration of the Covenants and By-Laws, Rules and Regulations, and Rules of Order to clients purchasing property at LTA. Realtors must notify LTA purchasers of the requirement to register new property at the LTA office. (Effective 5-20-17)

**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 Occupancy/cies 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)

## **VEHICLES**

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

### **All General Rules Apply**

1. Registration of member owned vehicle/vehicles and Certificate of Insurance must be in the member's name and the listed address must be the member's billing address.
2. TWO FREE VEHICLE STICKERS EACH MEMBER'S LOT. ADDITIONAL VEHICLE STICKERS FOR CHILDREN LIVING AT YOUR BILLING ADDRESS ARE \$27.00 EACH. IF YOU OWN MORE THAN ONE LOT, THEN UP TO TWO MORE VEHICLE STICKERS ARE ALLOWED AS LONG AS ALL VEHICLES ARE REGISTERED AND INSURED IN THE MEMBERS NAME AND AT YOUR BILLING ADDRESS. FOR CHILDREN NOT LIVING AT HOME, YOUR BILLING ADDRESS, YOU MUST PURCHASE DAILY VEHICLE PASSES, \$10/DAY OR 3 DAYS/\$25.00 FOR EACH VEHICLE. (Effective 01/01/2024)
3. VEHICLE STICKERS MUST BE DISPLAYED ON THE LEFT SIDE BELOW ANY TINT ON THE DRIVER'S SIDE WINDSHIELD. THE BACKING MUST BE COMPLETELY REMOVED, AND MUST BE TOTALLY AFFIXED TO THE WINDSHIELD, NO TAPING. LICENSE PLATE ON VEHICLE MUST MATCH THE VEHICLE REGISTERED IN THE OFFICE RECORDS. (Effective 01/01/2024)
4. All member owned vehicles on Common Property must display a current sticker no later than June 1.  
(Effective 01/01/2024)
5. Guest vehicles must display current guest pass on rear view mirror. (Effective 01/01/2021)
6. Vehicle:
  - a. No parking or obstructing any fire hydrant within the entire Lake.
  - b. Should any type of motorized vehicle, operated by any member, fall into the Lake while it is frozen, they will be subject to a violation. Non-member owned vehicles would be subject to a trespassing violation that will be enforced by county law enforcement officials. All violators will be responsible for any property damage, clean-up and any other costs incurred. (Effective 01/01/2021)



# **LTA DEER “ARCHERY” HUNTING RULES**

## **Eligibility and Qualifications** (effective 01/01/2025)

1. LTA Members wishing to participate in the LTA Deer Management Program (DMP) must be a member by June 1st. Any child who wishes to hunt must provide proof they live in the same residence as the lot owner and are 26 years of age or younger. (Effective 12/21/2024)
2. LTA Members interested in participating in the DMP may pick up a 2025-26 DMP informational packet on or after May 1<sup>st</sup>, 2025, at the Clubhouse. Completed registrations are to be mailed to: Rick Steele, LTA DMP, 5548 S. Blackstone Ave, Chicago, IL 60637. The office will not accept walk-in registrations, provide envelopes, or make copies of ID cards, insurance information, etc. Registrations must include the information below and be postmarked by **July 1<sup>st</sup>, 2025**
  - Proof of liability insurance of \$250,000.00 minimum
  - Valid hunting or Sportsman License and Habitat Stamp
  - Copy of current Driver’s License or state ID
  - Information sheet showing current address, phone number(s), email, and lot #
  - Registration fee of \$15.00 per hunter (CHECKS are to be made payable to LTA DMP)
  - NOTE: Potential hunters must be at least 16 years of age prior to October 1<sup>st</sup> of the applying season and possess a Hunter’s Safety Card
3. In addition to providing the above-mentioned information, LTA Members must attend a mandatory registration meeting and sign an LTA liability waiver and a copy of the rules prior to being allowed the opportunity to participate in an archery proficiency test.
4. Applications will be reviewed the week of July 1<sup>st</sup>. Any application that does not contain all required information, or is filled out incorrectly, it will not be accepted, and the applicant will be ineligible for the 2025-26 season. Upon completion of required registration information, potential hunters who did not participate in the 2024-25 DMP, are required to successfully complete an archery proficiency test. Proficiency test dates are included in the DMP packet. The proficiency test will consist of a standard 9” paper plate at a distance of 20 yards. Potential hunters will be allowed to fire four (4) arrows/bolts; three (3) of which must be scored as “hits” on a standard 9” plate. DMP Commission members will judge the proficiency tests and determine the final eligibility list. Potential hunters will have (1) chance to qualify. During the required DMP registration meeting, potential hunters shall receive a copy of the LTA Deer “Archery Only” Hunting Rules and a Hold Harmless Waiver. Potential hunters must agree to abide by all rules and regulations. Potential hunter signatures are required on the rules acknowledgement and Hold Harmless Waiver. If a hunter is wishing to bring a non-hunting spouse or child with them to experience the hunt, you must fill out a waiver for each family member.
5. Upon successful completion of the proficiency test, new members shall be assessed a \$135.00 fee prior to receiving an LTA DMP Parking Pass and DMP membership sticker, which is to be applied to the back of your LTA membership card. Members who participated in the 2024-25 program do not have to qualify and will be assessed a \$73.00 fee. Payment is required immediately following the qualification session.
6. After the final eligibility list is determined, LTA hunters shall be divided into two (2) groups:
  - Group 1 shall consist of LTA Hunters who harvested an antlerless deer in the previous season or are 62 years of age or older.
  - Group 2 shall consist of all other qualifying LTA Hunters.

### **STAND SELECTION FOR 2025-26 SEASON**

For the 2025-26 season, there will be no assigned stands. All stands will be open on a first come first serve basis. Hunters in Group 1 will be allowed to sign into a stand (90) minutes prior to sunrise. Hunters in Group 2 will be allowed to sign in into a stand (75) minutes prior to sunrise. After sunrise, all stands will be open for the remainder of the day.

## LTA Deer Management Program

*Participating hunters are reminded that the current purpose of this program is to manage the deer herd in the Lake Thunderbird Community.*

1. Illinois Department of Natural Resources (IDNR) state hunting digest rules and regulations apply to all member hunters at Lake Thunderbird. IDNR Officers may patrol LTA areas unannounced and have the full support of the Lake Thunderbird Association (LTA). Archery hunting dates shall correspond to IDNR state digest dates unless otherwise specified or posted at designated LTA hunt sign-in station located outside the LTA Clubhouse (2 Lake Thunderbird Drive).
2. Lake Thunderbird Association (LTA) Security may patrol the LTA hunting areas and have the authority to enforce and ensure that all LTA general rules and specific hunting rules are followed.
3. All hunters shall receive an LTA Hunter Identification Sticker and an LTA Hunter Parking Pass. LTA Hunter Identification Stickers must be applied to the back of your LTA Membership card, carried while hunting, and provided to LTA Security upon request. A valid LTA Hunter Parking Pass **MUST** be displayed for each hunter. Any vehicle used by a DMP hunter must be registered with the clubhouse and have a valid LTA sticker affixed to the windshield. Windshield should face the road, so LTA DMP Parking Pass is visible, back in if necessary. Hunters must also have an "Official" LTA issued wristband on them while participating in the DMP. Vehicles may only be parked in designated hunter parking areas. Vehicles are to be backed in when possible.
4. Hunters are required to sign-in prior to hunting and sign-out upon completion of their daily hunts.
5. Stands 29, 30, 31, 32, and GB4 will be **CLOSED TO ALL HUNTERS** during the First and Second Firearm Season. This is due to the proximity of neighboring properties that allow firearm hunting. Failure to comply with this rule will result in a 10-point violation.
6. For 2025-26 there will be a limited number of (2) two-man ground blinds placed in the DMP. The second person in the blind may be a non-hunter. These blinds are open to all DMP hunters and may be used to introduce a hunter's spouse, child or grandchild (10 years or older) to hunting. Blind locations will be marked with the letters GB on the general DMP map located at the sign in area. Non-hunters must sign a hold harmless agreement and be covered by the hunter's liability insurance. If the two-man blind is not filled, a solo hunter may hunt it. In addition, for the 2025-26 season, there will be designated blinds for disabled hunters only. These blinds will be marked with a HCGB on the map and, in addition, will have a designated parking spot. Disabled hunters will need to provide proof of disability (State Issued Disability Card) at the DMP meeting they attend. In the case a hunter becomes disabled during the season, they must contact the DMP chair and provide proof of disability. Disabled hunters will be allowed to utilize an all-electric vehicle to drive to and from these special blinds. Vehicle must be approved by the DMP Commission. ATV's and UTV's will not be allowed.
7. All hunters will hunt from designated LTA archery stands in designated hunting/common areas which will be closed to non-hunting members during the hunting season. Hunters are mandated to use a personal safety harness. Safety harnesses shall always be attached to the LTA supplied safety rope while climbing and secured to a tree at each stand location while hunting. LTA DMP Hunters who are legally disabled or have reached their 62nd birthday may set up and hunt from a portable ground blind. Portable ground blinds must be located within 10 yards of an unoccupied, designated LTA archery stand. Ground blinds must be removed at the end of every hunt.
8. For 2025-26, LTA Hunters who participated in the 2024-25 program will be allowed to harvest (4) deer. The hunter may choose to harvest (4) does or (3) does and (1) buck. In order for the hunter to harvest a buck, they must have worked 8 hours, 4 of those hours may be towards a DMP function, the remaining 4 must be for a Conservation Commission or Lake sponsored function and harvested a doe in the 2024-25 season. Qualified hunters shall be allowed to harvest one (1) buck per season. Hunters who participated in the previous year's DMP, but who are not buck qualified, will be required to provide 5 work hours. Hunters who are new to the program in 2024-25 may harvest (4) does and no bucks. Verification of hours worked can be approved through the lake manager, maintenance supervisor or any DMP Commission chairperson. Work hours must be completed prior to September 15<sup>th</sup>. For the 2025-26 season, if after the conclusion of the second portion of the Firearm Deer Season, we are under our projected goal of deer harvest, hunters who have met their harvest limit, will be allowed to take additional deer. Hunters will be notified via email if this occurs.
9. For the 2025-26 season, in lieu of performing work hours, hunters will have the option of a \$250.00 buyout.

10. Hunters who are 62 years of age will automatically be buck eligible, if they have participated in the previous year's DMP. Work hours will still apply.
11. For the 2025-26 DMP season, hunters will be allowed to take (1) Turkey. There will be a quota of 20 turkeys allowed. Once this quota has been reached, hunters will be notified via email that turkey hunting will be suspended for the remainder of the season. All IDNR rules and regulations will apply. You must obtain an Archery Only Turkey Permit from IDNR. All turkeys must be checked in via email within 72 hours of harvest to the DMP Chairperson. The required information will be IDNR harvest number, date of harvest, and stand Location. **Rdsteele1962@gmail.com**
12. For 2025-26, Lake Thunderbird Private Lot Hunting, all IDNR and DMP rules apply. Private lots may be signed in prior to group A and B. Permission must be obtained from any property owner whose dwelling is less than 300 feet from the proposed stand site. Considered lots will be approved by the DMP Chairperson and Lake Manager. This includes the number of lots and location of lots. Lots considered for 2025-26 must be owned by the current DMP member(s) who successfully harvested a doe in the 2024-25 DMP and are the legal owner(s) on the deed or had an approved participating lot in the 2024-25 season. Approved stands may only be hunted by the lot owner (s), spouse, parent or child (living in same residence) participating in the 2025-26 DMP. Proposed stand location must be approved by the Lake Manager or DMP Chairperson. Stands must be a minimum of 30 yards off any roadway and must face away from the road. Once a stand is approved, the location may only be altered with the Lake Manager's or DMP Chairperson's approval. A maximum of (1) stand site per lot. Property owner(s) must provide stand.
13. Due to the population of coyotes at Lake Thunderbird, LTA hunters are allowed to harvest coyotes. Hunters will be only allowed to harvest coyotes while archery hunting in the Deer Management Program during prescribed archery hunting hours and dates. Any coyote harvested must be removed by the hunter.
14. In the event a hunter successfully harvests a deer while participating in the LTA DMP, field dressing shall be allowed in the field but not closer than 200 feet to any residence, known property line, or road. Violation of the 200-foot rule shall result in a ten point violation. It shall be the responsibility of the hunter to remove the remainder of the deer from LTA for further processing. LTA garbage cans and dumpsters are not to be used for the disposal of any deer remains.
15. Hunters who have successfully harvested a deer shall be required to email the DMP Chairperson within 72 hours. Sex of deer, stand number and IDNR confirmation.
16. Hunters are to make every effort possible to recover game, but entering private LTA lots or adjoining private property is frowned upon. Any violation reported will be reviewed by the DMP Commission.
17. When retrieving game from the field the following rules will apply:
  - No motorized vehicles (ATVs, jeeps, etc.).
  - A non-hunter may be allowed in the field to assist in retrieving game but may not have an archery device and must be accompanied by a hunting member.
19. Hunters shall abide by a Point Violation System established by the DMP Commission. The DMP Commission reserves the right to issue 5- and 10-point violations. In the event an LTA hunter receives a 10 or more-point violation, that LTA hunter may be suspended from the hunting program for 30 days. Upon issuing a 10-point violation, the DMP Commission has 48 hours to review the violation, notify the violating hunter, and administer the suspension. Any hunter who receives a violation after receiving a 10-point violation will be suspended for an additional 30 days per 5 points in violations. Point violations will be carried into the following season in the case a season ends during the hunter's suspension. The member alleged to be in violation shall be allowed to address the DMP Commission regarding the violation/suspension at the following DMP Commission meeting. At that meeting, any further suspension and/or disciplinary action may be addressed. Names of suspended hunters shall be forwarded to LTA Security and the LTA Board. Appeals to suspension may be made to the LTA Board. In addition, any hunter receiving 10 or more points in violations in a given year will not be buck eligible for the following 2 years. Any suspended member found hunting on LTA property during their suspension will be suspended for the remainder of the current season and will be ineligible to hunt the following season. In addition, a \$100.00 fine will be administered to the suspended member.
20. Hunters that receive 10 points of violations in consecutive years will be immediately suspended from the program and, in addition, will be suspended for the following two seasons.

## Violations

All alleged violations shall be reported to a member of the LTA Conservation Commission, Security or Clubhouse Office Staff. The LTA Conservation Commission shall be responsible for the investigation, recording and notification of all rule violations.

Deception on any portion of LTA application	10 points
Destruction, damage, or theft of LTA property	10 points
Failure to provide hunter ID/wristband to LTA Security	10 points
Fighting with other LTA members	10 points
Allowing non-member to hunt	10 points
Allowing non-member access to ID/Parking Permit/Wristband	10 points
Unauthorized stand movement	10 points
Alteration of stand	10 points
Theft	10 points
Hunting from unauthorized site	10 points
Baiting	10 points
Littering	10 points
Failure to have affixed LTA vehicle sticker on common property	10 points
Failure to have personal safety harness	10 points
Alcohol while hunting	10 points
Harvesting an antlered deer contrary to established parameters	10 points
Field dressing deer <u>in violation of Rule 9</u>	10 points
Unauthorized use of LTA garbage cans or dumpsters	10 points
Utilizing unauthorized motorized vehicle	10 points
Hunting off limit stands during a posted firearm season	10 points
Failure to provide DMP Chair with an IDNR harvest number	5 points
Excessive clearing of foliage	5 points
Hunting in stand other than sign-in log	5 points
Stand accessory modification	5 points
Violation and citation of IDNR Rules	5 points
Failure to fill out hold harmless waiver for non-hunter	5 points
Early sign in	5 points
Failure to sign-in/out	5 points
Failure to properly use the Peg Board	5 points
Failure to display parking pass in common area	5 points
Trespassing on private property	5 points
Incorrectly filling out/altering sign in sheet	5 points
Failure To back into parking areas when possible	5 points

In the event of any disagreement between hunters, all conflict resolutions will be directly handled by the DMP Commission.

In the event an LTA DMP Hunter observes a non-hunter in an area posted as an LTA DMP Hunting Area, LTA Security is to be called immediately. Non-hunters found in posted LTA DMP Hunting Areas may be subject to fines of up to \$100.00 upon their first offense. Subsequent violations shall be addressed by the LTA Board, which may levy additional fines.

The DMP Commission reserves the right to change or modify the DMP rules at any time. If a rule is changed, all members will be notified via email.

## USE OF TECHNOLOGY AND ELECTRONIC NOTICE TO MEMBERS

To the extent applicable, terms used herein shall have the same meaning as set forth in the Declaration of the Lake Thunderbird Association (the "Association").

The Board has determined that Electronic Mail ("email") is the technological means that provides sufficient security reliability, identification, and verifiability as required by Section 1- 85(b) of the Illinois Common Interest Community Association Act (the "Act"), such that the Board and the Association may rely upon communications to and from Association Members sent in that form.

Email is the technological means of communications that the Board finds affords the Association sufficient means of creating a record of those communications which the Association can maintain, as required by Section 1-85(d) of the Act. Further, the Board finds that other technological means of communication, including without limitation, facsimile, text messaging and internet posting, do not satisfy all of the criteria of security, reliability, identification, verifiability, and record-keeping required by applicable law.

Any/ all Members of the Association who consent to the use of email to receive notices and to conduct business with the in which that Member owns a Lot or Lots shall provide written authorization by completing and submitting the "Authorization To Conduct Business By Email" form, which accompanies these Rules.

Upon submission by a Member of an "Authorization To Conduct Business By Email" form, any notice permitted or required to be sent or received, or signature, vote, consent, or approval permitted or required to be obtained under any Association instrument or any provision of the Act may be accomplished using email.

Among Association business to be conducted by email, on adoption by the Board of these rules and regulations, Association elections shall be conducted by email, in which event, notwithstanding any contrary provisions of Article VI, Sections 4 and 5 of the By-laws, members may not vote by proxy in Board elections, and further providing that a member who submits a vote using email may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that member;

In any such election, instructions regarding the use of email for voting shall be distributed to all members not less than ten (10) and not more than thirty (30) days before the election meeting.

The instruction notice referenced in subparagraph (a.) above shall include the names of all candidates who have given the Board or its authorized agent (as may be specified in the instructions) timely written notice of their candidacy and must give the persons(s) voting through email the opportunity to cast votes for candidates whose names do not appear on the ballot.

Any/All Members who decline to authorize the use of technology and electronic notice by the Association shall continue to receive all notices and to conduct association business without the use of electronic means and/or equivalent technological means.

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**AUTHORIZATION TO CONDUCT BUSINESS BY EMAIL**

The undersigned being all the record Owners of the Unit with the designation/address of \_\_\_\_\_ in Lake Thunderbird Association (the "Association"), agree that the terms "mailed" and/or "delivered", for purposes of the giving or service of any notice, or any other document required or permitted by the Illinois Common Interest Community Association Act (the "Act") or by the Association's Declaration of Restrictive Covenants, and/or By-laws and/or rules, is deemed fair, adequate and effective notice to such unit owner(s) if at the time, such notice is transmitted by electronic means to such email address(es) as appear(s) on the records of the Association.

The following is the email address to which such electronic notice is to be transmitted and from which electronic communications to the Association are to be received as the authorized email communications between the undersigned and the Association, and which shall appear on the records of the Association.

\_\_\_\_\_  
Email Address

This Consent may be rescinded, revoked or changed at any time by written notice delivered to the Association. The Undersigned acknowledge that it is his/her/their responsibility to inform the Association of any change in their email address within five (5) business days, if ever it should change. Your signature(s) below also indicates that you acknowledge that inadvertent failure of email communications which is not known to the Association does not invalidate any meeting or other action by the Board or the Members of the Association.

Unless otherwise expressly authorized in writing the Association shall not provide to any Association member the email addresses of consenting members unless ordered to do so by a court of competent jurisdiction.

\_\_\_\_\_  
Printed Unit Owner Name Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Unit Owner Name Signature

\_\_\_\_\_  
Date

**[This area is intentionally left blank.]**

## **COLLECTION POLICY**

**WHEREAS**, LAKE THUNDERBIRD ASSOCIATION ("Association") is an Illinois not-for-profit corporation and a Common Interest Community Association as defined in Section 18.5(c)(7) of the Illinois Condominium Property Act; and

**WHEREAS**, the Association is governed by a Board of Directors (the "Board"); and

**WHEREAS**, the Association has the authority under the Declaration of Restrictive Covenants for LAKE THUNDERBIRD ASSOCIATION, recorded in the Office of the Putnam County Recorder of Deeds on the 5th Day of September, 1969, in Volume 6 of the Plat of Putnam County, beginning at page 460 thereof, and in the Office of the Bureau County Recorder of Deeds on June 21, 1971, as Document No. 71-1716 in Volume/Book 485 of the Plat of Bureau County, beginning at page 53 (the "Declaration") and By-Laws, as thereafter amended and/or restated, to levy and collect from the members of the Association fees, maintenance fees, water charges, special assessments and other assessments/fees/charges ("Assessments") for common expenses, as provided in Article V of the Declaration; and

**WHEREAS**, the Declaration provides in Article V, Section 6 thereof, and in the By-Laws, Article XI thereof, that any Assessment not paid in full when due be and remain a lien upon the subject Lot or Lots until paid; and

**WHEREAS**, Owners are authorized to attend meetings of the Association's Board in the same manner as provided for condominiums under the Condominium Property Act and a copy of this resolution shall be delivered or mailed to the Owners; and

**WHEREAS**, the Declaration provides that any unpaid Assessment., together with interest thereon and reasonable costs of collection, if any, shall be a lien on the Owner's Lot and interest therein, and also shall be a personal obligation of the Owner in favor of the Association; and

**WHEREAS**, the Board has the power and authority to adopt rules and regulations, including regarding the collection of Assessments; and

**WHEREAS**, rules, regulations and policies enacted by the Board become effective immediately upon being adopted by the affirmative vote of a majority of a quorum of Directors at a meeting held pursuant to notice; and

**WHEREAS**, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for collecting any Assessments which is not paid within thirty (30) days of the date due; and

**WHEREAS**, the Board, pursuant to its vested authority, intends hereby to establish further policies with respect to the late payment of Assessments;

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

The following shall constitute the Collection Policy of the Lake Thunderbird Association:

**Collection Policy**

The terms used herein shall have the same meaning as set forth in the Declaration.

As used herein, "Governing Documents" shall refer to the Declaration, By-Laws and the Rules and Regulations adopted by the Board, as may from time to time be amended.

The Board elects to have the provisions of the Forcible Entry and Detainer Act, Article IX of the Illinois Code of Civil Procedure, apply to the Association.

Assessments become due on the first day of June of each calendar year.

If an Assessment or any fee imposed under this Collection Policy and any fine imposed under the Policy, is not paid within thirty (30) days of becoming due; it shall be considered delinquent thereafter. (a.) If an Assessment is not paid within thirty (30) days of becoming delinquent, a late fee and interest at the rate of seven percent (7%) per annum will be assessed against the delinquent Owner in accordance with Article V, Section 6, of the Declaration and the late fee and such interest shall be placed upon the Owner's ledger of account with the Association and be reflected as an additional charge. In addition, the Association, including by its attorney, lien service provider or collection agent, may record a lien against the Owner's property within the Association.

(b.) At or about the same time a late fee is assessed against the Owner, the Association shall cause a notice to be sent to the Owner by regular mail, notifying the Owner of the imposition of the late fee/ interest charge and advising the Owner that if the delinquent Charge(s) is/are not paid by such date which is thirty (30) days after the aforementioned notice is postmarked, the Association may, but shall not be required to, refer that Owner's account to the Association's attorney for further collection action without further specific vote of the Board, including the institution of such legal proceedings, if any, as the attorney determines maybe appropriate which may include, but are not limited to, a proceeding at law or in equity either to restrain violation or to recover damages and/or against the land to enforce any lien created by these covenants or hereunder recorded, and including an action for judgment and/or for possession pursuant to Article IX of the Code of Civil Procedure and/or an action in foreclosure. The Association also may, but shall not be required to, refer delinquent accounts to a lien service provider or collection agency for further collection action.

(c.) If all delinquent Charges are not paid within the period specified in the notice, or if arrangements for payment of those Charges over such longer period of time as the Board may in its sole discretion agree in writing. The Owner's account shall be turned over for collection as provided in sections 4(b), above.

(d.) If the Association turns an Owner's account over to an attorney or a collection agency for collection, all charges, expenses, legal fees and costs of suit charged to and incurred by the Association in connection with same, including legal fees, costs and expenses for supplementary proceedings under Section 2-1402 of the Code of Civil Procedure, enforcement under Article XII of that Code, or appeal, shall also become Charges on that Owner's account as they are incurred.

(e) A processing fee of \$75 may be added to a member's account to cover the extra cost of bookkeeping associated with collecting fees and legal processing. (10-21-17)

An Owner's account shall be deemed delinquent until such time as all Charges outstanding at the time the account is turned over, together with all Charges comprising legal fees, other expenses of collection and costs of suit incurred by the Association and/or its attorney or collection agent in connection therewith, and any fines, interest or other Charges incurred thereafter are paid in full and the Owner's account is current. All payments received from an Owner whose account is delinquent, whether before or after the Owner's account has been turned over for collection, shall be credited to the oldest outstanding charge first, whether such charge is an Assessment, cost or other expense, interest or late fee. It shall further be the policy of the Board that, once an Owner's account has been turned over to the Association's attorneys for collection, partial payments toward such delinquent account shall not be accepted, with the exception of timely payment(s) of a subsequently-imposed Special Assessment, if any, and then, such payment must be made payable to the Association in the exact amount of such Special Assessment and bear in its 'memo' line information identifying the specific charge being paid. Any partial payment bearing a restrictive endorsement such as 'payment in full,' or any similar words, shall be returned to the Owner unprocessed and the Owner shall be charged any additional expenses and/or fees on connection with same.

Pursuant to Article IV, Section 5(c) of the Declaration, the rights and easements of enjoyment of/in all Association Common Properties of each Delinquent Owner (a "Member," as defined in the By-Laws, and all



"Associate Members" in relation to such Member) shall be suspended without the necessity of vote or action by the Board until all delinquent Charges are paid; further, the Board may by affirmative action also suspend the voting privileges of such Member pursuant to Article III, Section 7 of the By-Laws until all delinquent Charges are paid. If any Delinquent Owner rents a camper site or a boat slip, they are immediately terminated from that use. Camper sites and boat slips shall not be rented to a Delinquent Owner.

**NOW THEREFORE**, we, the undersigned members of the Board of Directors of LAKE THUNDERBIRD ASSOCIATION consent to and adopt the foregoing Collection Policy on this 17th day of June, 2017. (See minutes for details of voting.)

## **SEWAGE SYSTEM INSPECTION POLICY**

**WHEREAS**, LAKE THUNDERBIRD ASSOCIATION (the Association) is an Illinois not-forprofit corporation and a Common Interest Community Association as defined in Section 18.5 (c) (7) of the Illinois Condominium Property Act and/or the Illinois Common Interest Community Association Act, 765 ILCS 160/1-1, *et seq.*; and

**WHEREAS**, the Association is governed by a Board of Directors (the Board); and

**WHEREAS**, the Association has the power and authority under the Declaration of Restrictive Covenants for LAKE THUNDERBIRD ASSOCIATION, recorded in the Office of the Putnam County Recorder of Deeds on the 5th Day of September, 1969, in Volume 6 of the Plat of Putnam County, beginning at page 460 thereof, and in the Office of the Bureau County Recorder of Deeds on June 21, 1971, as Document No. 71-1716 in Volume/Book 485 of the Plat of Bureau County, beginning at page 53 (Declaration) and By-Laws, as thereafter amended and/or restated, to adopt rules and regulations, including rules regarding and requiring the inspection of certain types of septic/sewage treatment systems as required by and consistent with applicable provisions of the Illinois Administrative Code, Ordinances of Putnam and/or Bureau Counties, and the authority of the Bureau/Putnam/Marshal County Department of Health (Department); and

**WHEREAS**, rules, regulations and policies enacted by the Board become effective immediately upon being adopted by the affirmative vote of a majority of a quorum of Directors at a meeting held pursuant to notice; and

**WHEREAS**, the improper disposal of sewage is a menace to the public health, and septic/sewage systems that are not maintained and in proper working order are a risk to the health of residents and their guests; and

**WHEREAS**, the Director of Environmental Health for the Department has expressly authorized the Association, by and through its Board, and in the interests of the health and welfare of residents of said Counties, including residents, occupants and Lot Owners in the Association, to enact and enforce rules consistent with the requirements of the Illinois Environmental Protection Agency (EPA), and of applicable provisions of the Illinois Administrative Code, including Section 905.100 thereof regarding Aerobic Treatment Plants and NSF International/ANSI Standard 40 Wastewater Treatment Systems, the Illinois Private Sewage Construction Code, the Ordinances of Bureau and Putnam Counties, including but not limited to the Putnam County Private Sewage Ordinance, regarding the regular inspection and maintenance of private septic and other sewage systems within the Association by qualified and registered contractors and to require proof of same; and

**WHEREAS**, the Board, pursuant to the foregoing and in the exercise of its vested authority, deems it to be in the best interests of the Association to adopt rules and regulations establishing uniform requirements / procedures for the systematic inspection of both aerobic and anaerobic septic systems;

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

The following shall constitute the Sewage System Inspection Policy of the Lake Thunderbird Association:  
Sewage System Inspection Policy

The foregoing Recitals are incorporated herein by reference.

**Aerobic Sewage Systems:** Each Owner of a Lot within the Association (as those terms are defined in the Declaration) (hereafter, “Lot Owners”) having on said Lot an aerobic sewage treatment system of whatever kind, type or design, including without limitation aerobic treatment systems, aerobic sewage systems and/or surface-discharging aeration treatment units, intended for the purpose of disposing of household sewage, waste water, and/or effluent (an “Aerobic Sewage System”), shall arrange to have ‘Regular Service Calls’ (as hereinafter defined) for the inspection of, and all necessary maintenance and service upon, their Aerobic Sewage System performed by a septic/sewage installer/servicer licensed by the State of Illinois, registered with the Department (a Registered Septic/Sewage Contractor), and authorized/trained by the manufacturer of the system.

**Anaerobic Septic Systems:** Each Lot Owner having on said Lot an anaerobic sewage treatment system(s) of whatever kind, type or design, including without limitation an anaerobic septic system with or without a tank, and with or without a subsurface leach field, intended for the purpose of disposing of household sewage, waste water, and/or effluent (an “Anaerobic Septic System”), shall arrange to have ‘regular service calls’ (as hereinafter defined) for the inspection of, and all necessary maintenance and service upon, their Anaerobic Septic System performed by a septic/sewage installer/servicer licensed by the State of Illinois and registered with the Department (a Registered Septic/Sewage Contractor).

**Required Regular Service Calls.** With respect to the respective types of septic/sewage systems described in Sections 2 and 3 above, the term “Regular Service Calls” shall be defined as follows:

Each Lot Owner having on his/her Lot an Aerobic Sewage System shall, at a minimum, arrange with a Registered Septic/Sewage Contractor to provide the following services: A service call and reporting at least once approximately every six (6) months, (but in no event fewer than two (2) service calls per year) which service calls must include:

Inspection, adjustment and servicing of the mechanical and the applicable component parts of the Sewage System to ensure proper functioning, and adding of chlorine tablets or other disinfectant as specified;

An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow, and an examination for odors, as well as a yearly chemical analysis of the output of the system to be performed by the EPA, with written results of said test(s) to be kept by the Lot Owner, and a copy provided to the Association; and

A written report/certification to the Lot Owner signed by the authorized representative of the Registered Septic/Sewage Contractor, as described in Section 5, below, with a copy delivered by the Lot Owner to the Association/its Manager at its business office within seven (7) days of the day the report/certification is made, each time an inspection or service call is made.

Each Lot Owner having on his/her Lot an Anaerobic Septic System shall, at a minimum, arrange with a Registered Septic Contractor to provide the following services: A service call and reporting at least once every three (3) years which service calls must include:

Inspection, adjustment and servicing of the mechanical and all applicable component parts of the Anaerobic Septic System, including a tank, if any, and the leach field, to ensure proper functioning;

A written report/certification to the Lot Owner signed by the authorized representative of the Registered Septic/Sewage Contractor, with a copy delivered by the Lot Owner to the Association/its Manager at its business office within seven (7) days of the day the report/certification is made, each time an inspection or service call is made; In the event that a Lot Owner has had a service call/inspection of his/her Anaerobic Septic System within the last prior two (2) years, it shall be sufficient to show compliance with Section 4 b. if the Lot Owner provides a copy of an inspection/service report made by the contractor at/about the time of that inspection to the Association/its Manager as provided above.

If, however, a Lot Owner does not have, or did not receive, an inspection/service report in connection with such last service call/inspection, the Lot Owner shall arrange for a service call and reporting as required under Section 4 b. within, including delivering to the Association the written report/certification described in Section 5, below, no later than one (1) year from the effective date of this Sewage System Inspection Policy.

At a minimum, the report/certification by a Registered Septic/Sewage Contractor shall certify to the Association/its Manager the type and kind of system inspected and the condition of the system inspected, whether or not any defects or malfunctions were observed, and for systems having tanks, whether or not, at the time of the inspection, the tank was pumped. The inspector shall report to the Lot Owner and the Association any improper operation that cannot be corrected at the time of the inspection. In the event the system is not corrected at the time of the inspection, the inspector shall furnish a written report to the Lot Owner, who shall deliver a copy of same to the Association's business office within seven (7) days, stating the date by which the condition will be corrected, which shall in no event be longer than thirty (30) days.

The Department maintains a list of Registered Septic/Sewage Contractors for each of the Counties served by the Department, and the Association will maintain a list of Registered Septic/Sewage Contractors that are familiar with the Aerobic Sewage Systems in the area based upon the Department's list and will provide copies of the list to Association Lot Owners within a reasonable time upon request.

Lot Owners may engage/arrange with contractors other than those on the Department's list to perform the required services, provided the contractor is licensed by the State and becomes a Registered Septic/Sewage Contractor registered in the County where the Septic System is located pursuant to procedures and requirements of the Department.

Each Registered Septic/Sewage Contractor retained by a Lot Owner shall be an independent contractor of that Lot Owner and is not the contractor or employee of the Association.

The Association shall have the authority under its Rules and Regulations and this Sewage System Inspection Policy to impose fines upon Lot Owners for failure to comply with this Septic System Inspection Policy, including the reporting requirements, after notice of violation and an opportunity for appeal and/or (in the Board's sole discretion) alternative remedy.

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2021)

Notwithstanding the forgoing, nothing in this Sewage System Inspection Policy shall act as a bar or in any manner prevent the Department, the State, the EPA, or any applicable governmental authority from imposing fines for violations of applicable provisions pursuant to, without limitation, the Illinois Administrative Code, the Illinois Private Sewage Construction Code, Ordinances of Putnam and/or Bureau Counties, and the authority of the Department.

**NOW THEREFORE**, we, the undersigned members of the Board of Directors of LAKE THUNDERBIRD ASSOCIATION consent to and adopt the foregoing Sewage System Inspection Policy on this 16th day of September, 2017. (See minutes for details of voting.)

**RULES AND REGULATIONS FOR THE OPERATION OF THE LAKE  
THUNDERBIRD MUTUAL WATER SYSTEM PUTNAM AND BUREAU COUNTY,  
ILLINOIS**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 1/1/2023)

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. Definitions:
  - 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 may 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.
3. 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 may be adjusted annually for the Cost-of-Living charges as determined by the United States Government.
4. Accounts will be billed annually and shall be payable in advance. The due date will be the 1st day of June each year.
5. 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. Turn-on charge of water service after all assessments, late fees, and fines will be \$50.00. No Owner of any lot or lots to whom and to which water is supplied by the Association shall supply water from said Owner service branches to any other lot or lots. Applications, including the service received there under, are un-assignable by applicants. (Effective 07/20/2019)
6. 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.
7. 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.
8. The past due date for all billings shall be the 1st day of July of each year.
9. 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 be subject to the Association’s Collection Policy.
10. Owners requesting an increase in size of service branches are hereby required to pay all construction costs involved. (Effective 01/01/2024)

11. All taps and connections to mains shall be made by the Association, its agents or representatives.
12. 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. Beginning 01/01/2024, the minimum cost of water service installation is \$1700.00. Owners requesting an increase in size of service are hereby required to pay all construction costs involved. There will be no installation of a new water service from November 1st. till April 1st of the following year. See ACC packet, page 2, #3 for more details. (Effective 01/01/2024)
13. 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. (Effective 01/01/2024)
14. The Owner's contractor 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.
15. 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.
16. 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.
17. No person, except an authorized agent of the Association, shall be permitted to turn water on or off at the buffalo valve. A violation will be assessed to anyone found turning on or off this valve and pay for any damages to the valve caused by Member/Property Owner/Contractor. (Effective 01/01/2021)
18. 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.
19. With a 24 hour minimum written or oral notification, winter shut-off and spring service will be free of charge preformed Monday thru Friday. Not using the shut-off service, causing excess use of water, a fee not to exceed \$100.00, unless the actual cost is greater, will be imposed on the Owner. Emergency shutoffs are done for free, call the Lake Manager. (Effective 01/01/2021)
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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 water well upon any lot.
26. 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.
  27. Any Owner, his lessee or licensee, may have their water disconnected and a violation assessed 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. (Effective 01/01/2021)
  28. The Association reserves the right, at any time to alter, to amend, change, or add to these rules and regulations or to substitute other rules and regulations for same. (*Eff: 2-15-09*)(*Rev: 6-17-17*)

### **Lake Thunderbird Association Written Policy for Resolving Complaints**

WHEREAS, Lake Thunderbird Association (the "Association") is a common interest community association subject to the Illinois Common Interest Community Association Act, 765 ILCS 160/1-1 ("CICAA"); and

WHEREAS, common interest community associations in Illinois are required by the Condominium and Common Interest Community Ombudsperson Act, 765 ILCS 615/1, *et seq.*, (the "Ombudsperson Act") and CICAA to establish written policies for resolving complaints by Unit Owners, which includes rules and procedures for receiving and considering Complaints from unit Owners; and

WHEREAS one of the stated purposes for the Ombudsperson Act was to provide education to Unit Owners and Boards in order to prevent or reduce the severity of problems within an association; and

WHEREAS, complaints concerning matters regarding action, inaction, or decision(s) by the governing Board of Directors, managing agent, if any, or the Association that are claimed to be inconsistent with applicable laws and regulations and/or the Association's Declaration, Bylaws, and Rules and Regulations (collectively, "Governing Documents") are also included within the written policies; and

WHEREAS the Association desires to implement these Written Policies for Resolving Complaints in accordance with Section 35 of the Ombudsperson Act and pursuant to the powers granted to its Board of Directors as set forth in Article VI, Section 1. (f) of the Association's By-Laws, and to add same to the

Association's existing rules and regulations under the portion thereof titled "Policies and Procedures Regarding Enforcement of Rules and Regulations";

NOW THEREFORE, it is hereby resolved that the Association, acting by and through its Board of Directors, makes the changes to its existing Rules and Regulations stated below and adopts the following Written Policies for Resolving Complaints.

1. A new Subsection comprising written policies for resolving complaints in accordance with Section 35 of the Ombudsperson Act shall be added to the Association's existing Rules and Regulations immediately following the Subsection thereof titled: "USE OF TECHNOLOGY AND ELECTRONIC NOTICE TO MEMBERS", and such Form(s) as accompany same, which shall thereafter be titled: "GRIEVANCE PROCEDURES AND FORMS PER ILLINOIS OMBUDSPERSON ACT," the contents of which shall be as follows:

## **"GRIEVANCE PROCEDURES AND FORMS PER ILLINOIS OMBUDSPERSON ACT"**

### **I. Filing the Written Complaint**

1. A member of the Association, as defined in the Declaration and By-Laws, must present and register a Complaint in writing.
2. A sample of the "Association Complaint Form" is attached hereto as Exhibit A to this Subsection of the Association's rules and regulations and must be used when filing a Complaint with the Association under these procedures.
3. The completed Complaint form with all supporting documents, correspondence, and other materials that are related to the Complaint, must be mailed or delivered to the Association, either by certified or registered mail, or if specifically authorized by the Board, by electronic mail.

Lake Thunderbird Association  
c/o its Lake Manager, Russell Hawkins  
2 Lake Thunderbird Drive  
Putnam, Illinois 61560      rhawkins@lakethunderbird.us

4. If specified in the Association's Rules and Regulations, Complaint forms may also be sent by electronic means if such have been adopted by the Association, sent to [rhawkins@lakethunderbird.us](mailto:rhawkins@lakethunderbird.us), and including the Association's name in the re: line, provided the sender retains sufficient proof of electronic delivery.
5. The Complaint must be submitted to the Association within thirty (30) days of the alleged act, failure to act, or other occurrence which is the subject of the Complaint.

### **II. Receipt and Adequacy of the Complaint**

1. The Association shall provide written acknowledgment of receipt of the Complaint to the Complainant/Lot Owner within fourteen (14) days of receipt. Such acknowledgment shall be sent by mail or acceptable electronic means if such have been adopted by the Association, provided the sender retains sufficient proof of the mailing, delivery, electronic delivery, or optionally by registered or certified mail, return receipt requested, to the Complainant/Lot Owner at the address provided on the Complaint form. Acknowledgement of receipt does not equate to acceptance by the Association of the Complaint and does not preclude the Association from deeming the Complaint received "inadequate" or insufficient, as described in subsection 2 and/or 3 of this Section, below.

2. To the extent that the Complainant/Lot Owner has knowledge of the law or Governing Document provision applicable to the Complaint, the Complainant/Unit Owner shall provide that reference, as well as the requested action or resolution. If it appears that the submitted Complaint is inadequate in any way, then the Association may provide notice to the Complainant/Lot Owner that the Complaint is inadequate. Such notice, if issued, should describe how the Complaint is inadequate and advise the Complainant/Lot Owner of the need to submit a revised Complaint, or additional information. If the Board determines that the submitted Complaint includes the required information, the Board of Directors shall proceed to consider the Complaint as provided in Section III, below.
3. Notwithstanding the provisions of Section II., 2 above, submissions untimely made outside of the 30 (thirty) day window in Section I., 5. above, failure to use the form provided, illegibility, or any other inadequacy may, in the Board's discretion, be grounds to deem the Complaint insufficient. Such insufficiency shall be grounds for the Board to issue a final determination adverse to the Complaint/Unit Owner.

### **III. Board Consideration of the Complaint**

1. The Board of Directors will make a reasonable effort to consider an adequate and completed Complaint within ninety (90) days of receipt of that Complaint, or under extenuating circumstances as soon thereafter as may be reasonably practicable. The Board shall review the Complaint at a meeting/meeting of the Board, including a closed session portion of a meeting.
2. Notice of the date, time, and location, and informing the Complainant/Lot Owner when and where the matter will be considered, shall be delivered by mail or other delivery, or electronic means if so adopted by the Board, provided the sender retains sufficient proof of the mailing, delivery, electronic delivery, or optionally by registered or certified mail, return receipt requested, to the Complainant/Lot Owner at the address provided in the Complaint, at least forty eight (48) hours prior to consideration by the Board.
3. If the Association has provided notice to the Complainant/Lot Owner of the insufficiency of the Complaint as provided for in Section II., 3. above, but if the Complainant/Lot Owner does not submit a revised Complaint or additional information within thirty (30) days after such notice is sent, then the Association may consider the Complaint as submitted and make a final determination.
4. The Association shall make its final determination in response to a Complainant/Lot Owner's Complaint or any revised Complaint within 180 days after the Association received the Complainant/Lot Owner's original Complaint, whether or not the Association rejected the original Complaint as inadequate under Section II., subsections 2 and/or 3 above.

### **IV. Notice of Association Board Decision**

1. Once the required final determination is made, a written notice of determination conspicuously marked on its first page as "final" shall be sent by mail or delivery within seven (7) days thereafter, including at the Board's option by registered or certified mail, return receipt requested, to the Complainant/Lot Owner at the address provided in the Complaint, and by electronic means if such have been adopted by the Board.
3. The notice of final determination shall be dated as of the date of issuance and include specific citations to the applicable governing documents that led to the final determination, as well as any applicable provisions of CICAA or other law.

### **V. Association Records**

1. A record of each Complaint and any disposition as to the Complaint shall be maintained for not less than one year after the Association's final determination as to the Complaint. Further records of any Board action



or proceeding regarding Complaints shall be maintained in accordance with the Association's governing documents and the applicable portions of the CICAA.

2. The Association's Written Policies for Resolving Complaints and its exhibits/forms shall be readily available (upon request) to all members of the Association.”

DULY ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_,  
BY THE BOARD OF DIRECTORS OF LAKE THUNDERBIRD ASSOCIATION.

**Exhibit "A" to Grievance Procedures And Forms Per Illinois Ombudsperson Act**

**Association Complaint Form**

**For Lake Thunderbird Association, pursuant to Condominium and Common Interest Community Ombudsperson Act (765 ILCS 615/1, *et seq.*) ("Ombudsperson Act")**

I, \_\_\_\_\_, of \_\_\_\_\_  
(Printed name) (Address/ Unit)

submit the following complaint to the Board of Directors of the Lake Thunderbird Association:

**A. 1) YES/ NO** This Complaint claims a violation by the Association of the Illinois (circle one) Common Interest Community Association Act (the "Act").

2) If "Yes" was marked in Section A. 1) above, specify the Section/Provision of the Act that you claim was violated. \_\_\_\_\_

3) If "Yes" was marked in Section A. 1) above, legibly summarize the facts that you assert reflect a violation of the Act, and the requested action or resolution (feel free to attach additional sheet(s) if necessary). \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B.** If "No" was marked in Section A. 1) above, state the subject matter of your Complaint and the requested action or resolution. (You may check one of the boxes below or legibly state the subject matter of your complaint in narrative form, feeling free to attach additional sheet(s) if necessary).

- |   |                    |                          |
|---|--------------------|--------------------------|
| <input type="checkbox"/> Maintenance            | Damage to Property | <input type="checkbox"/> |
| <input type="checkbox"/> Noise/Disturbance      | Tenant(s)/Leasing  | <input type="checkbox"/> |
| <input type="checkbox"/> Pet                    | Parking/Vehicle    | <input type="checkbox"/> |
| <input type="checkbox"/> Enforcement            | Collection         | <input type="checkbox"/> |
| <input type="checkbox"/> Other (Describe) _____ |                    |                          |

As provided in the Association's official "Grievance Procedures and Forms per Illinois Ombudsperson Act," (the Complaint Policy), previously adopted as required under the Ombudsperson Act and distributed to all members by the Board, you must submit this form within the time required, along with all supporting documents, correspondence and other materials together comprising an adequate Complaint as provided in Section II of the Complaint Policy, to the

Association, addressed as set forth below, via the method specified in the Complaint Policy (including by electronic delivery, if so adopted by the Association, and provided the sender retains sufficient proof of the mailing, delivery/electronic delivery).



# **LAKE THUNDERBIRD ASSOCIATION**

## **WATERCRAFT and FISHING RULES AND REGULATIONS**

### **PREAMBLE**

Lake Thunderbird is a community restricted to members and their guests. The Board of Directors of the Lake Thunderbird Association has, under the rights granted in Article VI, Section 1, Paragraph (f) of the By-Laws adopted a set of rules and regulations as well as penalties for violations of said rules.

The rules and regulations have been written to provide for the safety and well-being of all LTA members and their guests, as well as the enjoyment of the recreational activities and amenities, and to maintain in good standing, all members must comply as set forth in Article IX of the By-laws. Members are responsible for the actions of their guests, so all guests should be made aware of these rules and regulations.

Rules are enforced by Security, the Lake Manager, the Board of Directors, Water Safety, Conservation or any person or persons appointed by the Board to do so.

At the July 19, 2003, Board of Directors meeting, a motion was made, seconded, and carried that prohibits the operation of Personal Watercraft, such as Ski-Do's and jet ski's on the waters of Lake Thunderbird.

An infraction of these rules and regulations will result in a citation being issued. Ignorance of these rules and regulations will not be acceptable defense when an infraction has occurred. (Effective 10-16-04)

### **All General Rules Apply**

#### **ARTICLE I**

##### **REGISTRATION OF WATERCRAFT**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023))

1. All watercraft being operated upon Lake Thunderbird must be registered with the Association office. To register a watercraft, the standard registration form is available from the Association office and must be filled out completely and submitted along with:
  - a) A copy of the State Watercraft Certificate of Numbers issued by the State of Illinois or the state in which the owner resides, clearly showing the watercraft is member owned. Watercraft registration must be in the member's name and the listed address be the member's billing address.
  - b) A certificate of liability insurance qualifying property damage and bodily injury (\$100,000.00 minimum) for all watercraft. Certificate of liability insurance must be in the member's name and the listed address must be the member's billing address.
  - c) All owners with newly purchased new watercraft must take the open book LTA boating quiz and pass before receiving watercraft stickers.
  - d) Owner who already have watercraft stickers must retake open book LTA boating quiz every three years in order to receive boat stickers. If owner does not pass, owner must take a Responsible Boating Class.
  - e) If an owner receives two boating citations, other than no boat sticker, in the same year, owner must re-take and pass the Responsible Boating Quiz. The re-take will not be open book and, if not passed, the owner will need to attend the Responsible Boating Class before a boat sticker will be issued. The open book test is available in the office and on the Association's web site. (Effective 10/17/2019)
  - f) Two Lake Thunderbird Association stickers will be issued for each registered watercraft upon payment to the Lake Thunderbird Association of the annual watercraft sticker fee. Said stickers must be affixed to the port and starboard sides of the watercraft, midway between the bow and the stern and above the waterline. Affixed stickers must be visible at all times, unobstructed by a boat cover or by any other means, when the watercraft is located on or over Lake Thunderbird waters. Said stickers must be affixed to the watercraft using the stickers' adhesive backing. All watercraft stickers must be installed by June 1<sup>st</sup>, any watercraft found in or over the water with an expired sticker will be fined Class 1. Old stickers must be removed or covered up with new stickers. (Effective 01/01/2021)

- g) “Underway” means a vessel is not at anchor, or made fast to the shore, or aground. (Effective 03/15/2023)
  - h) Whenever any motorized watercraft is underway, there must be a person on board who has passed the Responsible Boating Quiz. (Effective 02/18/2023)
  - i) Inspection of newly purchased watercraft or motors by the Lake Manager or the Lake Manager’s designated representative is required before any association sticker is issued. (Effective 01/01/2024)
2. A member may register more than one motorized watercraft if each is of a different type. Type categories are: Powerboat or deck boat, sailboat, canoe/kayak, rowboat, pontoon boat, paddle boat, paddle board or fishing boat. **See article III for size and horsepower limits.** (Effective 01/01/2023)

Their description follows:

- a) Powerboat/Deck boat – A single or multi hull craft, designed to be operated by a person sitting, standing, or kneeling inside the vessel and powered by outboard motor.
- b) Row boat – A single hull craft propelled by oars.
- c) Sailboat – A single or multi hull craft propelled by wind by means of a sail or canvas.
- d) Canoe/Kayak – A single hull craft whose sides meet in a sharp edge at each end propelled by one or more paddles.
- e) Pontoon boat – A twin or triple hull craft with a separate deck structure powered by outboard motor only.
- f) Paddle boat – A single or multi hull craft propelled by means of a paddle wheel powered by hands or feet.
- g) Paddle boards – A long narrow buoyant board capable of supporting a standing occupant which is propelled by paddles. Children under 13 must wear a PFD at all times and all other users must wear or have a PFD attached to the paddle board. (Effective 5-20-17)
- h) Fishing boat – A single or multi hull craft propelled by an outboard motor not to exceed 100 hp.
- i) Any watercraft that differs from the crafts listed above must have the approval of the Board of Directors before being allowed on Lake Thunderbird.

## **ARTICLE II**

### **GUEST BOATERS RULES AND REGULATIONS**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023))

No guest boats are allowed on Lake Thunderbird per Board resolution. (Effective 1/21/12)

## **ARTICLE III**

### **RESTRICTIONS ON SIZES, TYPES & HORSEPOWER OF WATERCRAFT**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
except for item # 6—Class 2. (Effective 01/01/2023))

1. All powerboats, deck boats, fishing boats, or sailboats operated on Lake Thunderbird must be less than 19 feet in length.
2. No pontoon type boat operated on Lake Thunderbird may exceed 26 ½ feet in length.
3. Measurement of all watercraft will be done by the Lake Manager or the Lake Manager’s designated representative. The size limitations of watercraft are as measured from the furthest point forward of the bow to the furthest point back of the stern. Pontoon boat measurement will be the length of the pontoon. All measurements are exclusive of motors and swim platforms which are bolted on. (Effective 01/01/2021)
4. Houseboats may not be operated on Lake Thunderbird nor may anyone sleep overnight on a boat unless the boat is docked at a private lot improved with a residence.

5. All other types less than 10 feet in length shall be electric or manual propulsion only.
6. No powerboat or deck boat shall be allowed on Lake Thunderbird that is powered with a motor that exceeds 100 horsepower. This restriction is absolute. Power can only be obtained from an outboard motor. Inboard/outboard units are not allowed. Violation is a Class 2 & Removal of watercraft from the lake, & loss of lake privileges. (Effective 01/01/2021)
7. Pontoon boats are restricted to a maximum of 40 horsepower. This restriction is absolute.

**Even though Lake Thunderbird is a privately owned lake, all State of Illinois safe boating regulations apply. It is your responsibility to know the regulations and obey them.**

#### **ARTICLE IV WATERCRAFT RULES AND REGULATIONS**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

**General:**

1. Provisions of the State of Illinois Boat Registration and Safety Act have been adopted by the Association to be applicable to all watercraft operated on Lake Thunderbird. Lake Thunderbird Association rules on boating are posted on the clubhouse bulletin board and at the south boat launch location. (Effective 01/01/2023)
2. **Understanding that the entire shoreline is considered common property**, no docking or beaching of watercraft is permitted in or on any common property, except in designated areas. Docking or beaching of watercraft is not permitted on that portion of shoreline that extends across a member's waterfront without the owner's permission.
3. Any watercraft operator involved in a boating accident must report such accident to the Illinois Department of Natural Resources as well as the Lake Manager or Lake Security.
4. There will be times when the whole lake may be designated as "no wake" by the Lake Manager, Water Safety, Conservation Commission(s) or the Board President. Watercraft operating in a posted and/or designated "No Wake" area must be operated at idle speed only. The entire lake is posted "**NO WAKE**" during the hours of 7:00 PM or sunset (whichever occurs first) to 10:00 AM. (Effective 01/01/2023)

**NOTE:**

The lake may be closed at times because of severe weather or extreme lake water levels. Flags depicting status of the lake will be displayed at the dam, clubhouse boat slip and south boat launch. The flag color and meaning are as follows:

**GREEN – Normal rules apply**  
**YELLOW – Lake open with no wake condition**  
**RED – Lake closed to all activities**

5. Any watercraft following in the path of a watercraft pulling any towable device must stay a minimum of 100' behind the towing boat and its towable device.
6. No watercraft may be operated by a person who is under the influence of alcohol or other substance. Any law enforcement official is empowered to make arrests and they are also empowered to administer Breathalyzer tests to anyone.
7. The racing of motorized watercraft is strictly prohibited. Watercraft must not be tied together and cruising the lake. Watercraft may tow another watercraft only to bring the non-functioning watercraft to their home dock or to the boat launch.
8. The marinas open the second Saturday of April and close the third Saturday of November. (Effective 12/21/2024)
9. All boats must be either removed from the lake by the third Saturday of November or stored on their boat lifts with the entire hull/pontoons and motor completely out of the water. Any spillage of oils and/or

fuel will be the owner's responsibility to remove the spillage and clean the entire lake as well as paying all fines. (Effective 12/21/2024)

## **ARTICLE V AGE OF OPERATOR**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023))

1. No person under the age of 18 shall operate a motorboat with over 10 horsepower unless that person has a valid Boating Safety Certificate issued by the Department of Natural Resources or an entity or organization recognized and approved by the Department. (Effective 02/16/2019)
2. No person under 10 years of age may operate a motorboat.
3. Persons at least 10 years of age and less than 12 years of age may operate a motorboat with over 10 horsepower only if the person is under the direct supervision of an on-board parent or guardian who meets the requirements of subsection (1) above or a person at least 18 years of age who meets the requirements of subsection (1) above and is designated by a parent or guardian. (Effective 02/16/2019)
4. Persons at least 12 years of age and less than 18 years of age may operate a motorboat with over 10 horsepower only if the person meets the requirements of subsection (1) above or is under the direct supervision of an on-board parent or guardian who meets the requirements of subsection (1) above or a person at least 18 years of age who meets the requirements of subsection (1) above and is designated by a parent or guardian. (Effective 02/16/2019)
5. The owner of a motorboat or a person given supervisory authority over a motorboat shall not permit a motorboat with over 10 horsepower to be operated by a person who does not meet the Boating Safety Certificate requirements of this section. (Effective 02/16/2019)
6. Violation of this section done with the knowledge of the registered owner of the watercraft or the parent or guardian shall be deemed a violation of these regulations. (Effective 10-17-15)

## **ARTICLE VI SPEED LIMITS, PASSENGER LOCATION AND BOAT CAPACITY**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023))

1. Watercraft must always maintain a speed that is safe and reasonable for the prevailing conditions.
2. Watercraft or other motorized watercraft shall not operate at a speed faster than idle speed while entering or operating in a designated "No Wake" area or between the hours of 7:00 PM or sunset (whichever occurs first) and 10:00 AM. (Effective 01/01/2023)
3. The traffic pattern for Lake Thunderbird must be in a counter-clockwise direction during the hours of 10:00 AM and 7:00 PM or sunset whichever occurs first. (Effective 1-01-23)
4. All watercraft shall be operated so as to maintain a distance of fifty (50) feet from beach swimming areas during the hours of 10:00 AM and 7:00 PM or sunset (whichever occurs first). (Effective 1-01-23)
5. All motorized watercraft are to maintain a traffic pattern of fifty (50) feet from the shoreline when operating at a speed that produces a significant wake. (Effective 10-16-04)
6. All non-motorized watercraft (kayaks, canoes, paddle boats, row boats, and paddle boards are to maintain a traffic pattern of twenty-five (25) feet from the shoreline between the hours of 10 a.m. and 7 p.m. or sunset whichever comes first except in no-wake areas. Watercraft (non-motorized) does not need to maintain a counter-clockwise direction (Effective 1-1-2023)
7. Power boating, water skiing, tubing, and all like activities will only be allowed between the hours of 10:00 AM and 7:00 PM or sunset (whichever occurs first). ((Effective 1-01-23))
8. Passengers in a watercraft are prohibited from riding or sitting on the boat side or railings, i.e., the gunwales, the top of rear seat back or on the decking over the bow or stern of the watercraft or a platform

or sitting on the floor of the watercraft with their legs hanging over the side while the watercraft is under way. This includes pontoon boats. (Effective 1-01-24)

9. Operators of all watercraft must not exceed the capacity limits of the number of passengers or weight as set forth on the capacity plate of affixed to said watercraft. (Effective 1-01-23)

## **ARTICLE VII**

### **REGULATIONS REGARDING WATER SKIING AND ALL TOWABLE DEVICES**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023))

#### General Regulations:

1. The provisions of restricted areas in the State of Illinois Boat Registration and Safety Act have been adopted by the Association to be applicable to all towable devices and water-skiing/boarding activities on Lake Thunderbird. (Effective 1-01-23)
2. A watercraft towing a skier or towable device may not enter, exit or pass through any “No Wake” restricted areas that are marked by buoys or which may be designated “No Wake” as needed. (Effective 1-01-23)
3. Watercraft that are towing skiers or towable devices must remain outwardly of buoys identifying no wake areas as well as other designated restricted areas at all times. EXCEPTION – Watercraft towing skiers or towable devices may enter designated restricted areas but only to change those being towed. (Effective 01/01/2024)
4. Watercraft and any towable are to maintain a distance of fifty (50) feet from the shoreline and piers. (Effective 1-01-23)
5. Kites, jumps and slalom course may not be used.
6. When towing a person or persons on water skis or a towable device, the towing vessel must have a capacity of at least three (3) persons with at least two (2) competent persons. One of the competent persons must be the spotter and must be at least 16 years of age. All competent persons must be capable of assisting a skier or person/persons on the towable device into the vessel in case of an accident or injury. (Effective 01/01/2021)
7. All persons wishing to “slalom” will use the designated and posted ski drop area at the dam for dropping their skis.
8. There will be a maximum of two (2) skiers or towable devices pulled by one watercraft.
9. No water skiing or use of towable devices may take place before 10:00 AM or after 7:00 PM or sunset, whichever occurs first. (Effective 1-01-23)
10. It is mandatory that all persons being towed as a skier or as a user of a towable device must wear an approved Coast Guard PFD of proper size, type and in good condition. (Effective 1-01-23)
11. The operator of any watercraft that is towing a person or persons shall display on the watercraft a bright or brilliant orange flag measuring not less than 12 inches per side. The flag shall be displayed at the highest point of the area surrounding the boat's helm as to be visible from all directions, continuously, while the person or persons being towed depart the boat in preparation for towing and until re-entry into the boat when the activity has ceased. Display of the flag for purposes other than the activity described in this Section is prohibited. In addition to the orange flag, a yellow flag will need to be raised when the skier or tubers are down in the water. Yellow flags are available at no cost at the Lake Thunderbird office or from any Water Safety member. (Effective 12-20-14)

## **ARTICLE VIII**

### **SCUBA DIVING**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023))



Scuba diving in “No Wake” areas will be allowed by permit only. All divers shall display a free-flying, white diagonal stripe on a red background “Diver Down” flag. All boaters are required to stay at least 150 feet from the “Diver Down” flag.

## **ARTICLE IX**

### **LAKE SWIMMING & SWIM PLATFORM RULES**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

For the purpose of these Lake Swimming and Swim Platform Rules, “lake” is defined as all waters within the continuous and uninterrupted Lake Thunderbird shoreline, in its entirety, to include all coves and inlets. For the purpose of these Lake Swimming Rules, “swimming” includes wading or the personal use of any kind of non-towed flotation device including any device that is not a registered watercraft as defined in “Article I – Registration of Watercraft.”

#### **Lake swimming is permitted ONLY as follows:**

1. At the Beach, within the area confined by the shoreline and the floating ropes, and as further restricted under “Beach” rules contained herein under the “General Rules”. Wrist bands for members and guests are required. (Effective 1-01-23)
2. Within twenty-five (25) feet from the shoreline, by a lakefront property owner and guests, between the property owner’s lateral property lines extended from the shorefront into the lake. (Effective 01/01/2023)
3. Within twenty-five (25) feet of an anchored watercraft in a posted “No Wake” area identifiable by the presence of “No Wake” buoys or in designated or posted coves.
4. A Lilypad or similar floating pad must be tethered to a dock or anchored to the shore and not extend out into the lake more than 25' from the owner's property or be tethered to an anchored watercraft in a no-wake zone and not extend more than 25' from the watercraft. (Effective 1-01-23)
5. ONLY DURING NO-WAKE Hours is swimming from a boat or from a lilypad tethered to a watercraft allowed in front of the marina at the clubhouse. (Effective 1-01-23)

#### **Swim platforms are permitted ONLY as follows:**

1. Swim platforms must be positioned, in their entirety, within twenty-five (25) feet from the shoreline and between a property owner’s lateral property lines extended from the shorefront into the lake.
2. Swim platforms must be anchored.
3. Approval of swim platforms must be obtained from Architectural Control Committee before they are purchased, built and for their placement. (Effective 1-01-23)

## **ARTICLE X**

### **BOAT STORAGE AND OVERNIGHT DOCKING**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

1. Boat storage is limited to the storage racks at the north boat launch, at the clubhouse marina area boat racks, and the storage site at the rear of the maintenance area. Proper permit and paid fees are required to utilize these areas. (Effective 4-18-08)
2. Overnight docking will be allowed at any of the Common Property docking facilities for two (2) days, including the dock at the west side of the Lake Thunderbird Park and the North boat launch. No overnight docking is permitted at the South boat launch. After the two (2) days the boat may not be docked on any Common Property docking facilities for a minimum of one (1) week. (Effective 1-01-23)
3. Property owners are allowed to store their watercraft on their own property.

## **ARTICLE XI WATERCRAFT SLIPS**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

Property owners who have a watercraft slip will have the option of keeping their Association watercraft slip from year to year. The rental fee must be paid before February 15th or they will lose their watercraft slip and the next person on the waiting list will have the opportunity to rent the slip. Only one watercraft per slip and one slip per LTA property owner. Watercraft Slip must be used only with the leasing member's watercraft during the year – no renting of slip or not using slip during the year - use it or lose it Watercraft registration number and LTA watercraft sticker number must match the watercraft registered in the LTA office for that slip. Sub-leasing or lending will result in loss of the slip and a violation and no refund of slip rental fee. A letter and contract will be mailed to the watercraft- slip renter in January. This letter will ~~also~~ state any fee changes. If a watercraft needs to be removed for an extended time period the office before removing and again when the watercraft returns. (Effective 01/01/2024)

## **ARTICLE XII**

### **CONTRACTOR WATERCRAFT**

**THIS ARTICLE WAS DELETED 01/01/2023)**

## **ARTICLE XIII**

### **RECKLESS AND CARELESS OPERATION DEFINED**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

1. Reckless Operation: No person will operate any watercraft of any kind or manipulate any water skis, aquaplane, or similar device in such a manner as to willfully or wantonly endanger the life, limb, or property of any person, to weave through congested traffic, to jump the wake of another vessel unreasonably or unnecessarily close to the other vessel or when visibility around the other vessel is obstructed, to wait until the last possible moment to swerve to avoid collision, or operate any watercraft so as to approach or pass another watercraft in such a manner or at such a rate of speed as to create a hazardous wake or wash.
2. Careless Operation: No person shall operate any watercraft in a careless or reckless manner as to endanger any person or property, or at a rate of speed greater than will permit him in the exercise of reasonable care to bring the watercraft to a stop within the assured clear distance ahead. (Effective 1-01-23)

## **ARTICLE XIV**

### **PERSONAL FLOTATION DEVICES (PFDs)**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

1. There shall be at least one US Coast Guard Approved Personal Flotation Device (PFD) on board the watercraft for every person. These PFDs can be Type I, Type II or Type III (wearable PFDs).
2. Any watercraft 16' in length (except canoes or kayaks) must have at least one Type IV (throw-able) U.S. Coast Guard Approved PFD on board.
3. All PFDs must be readily accessible, in serviceable condition, of an appropriate size for whom it is intended, and legibly marked with the U.S. Coast Guard Approval number.
4. Children under the age of thirteen(13) must wear an U.S. Coast Guard approved PFD of proper size and condition while the watercraft is underway **EXCEPT** when – **AND ONLY WHEN** – their anchored watercraft is in fact **ONLY** being **USED** as a platform for swimming and diving. (Effective 11/16/24)

**ARTICLE XV  
WATERCRAFT EQUIPMENT**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

The following accessories are required:

1. All motorboats are required to have one marine type U.S. Coast Guard approved fire extinguisher on board and readily accessible and must be not more than 12 years old. (Effective 1-01-23)
2. All motorboats must have an approved mouth, hand or power operated whistle or horn.
3. Storage batteries shall be provided with suitable supports and secured against shifting. Batteries shall be equipped with non-conductive shielding means to prevent accidental shorting.
4. All motorboats must carry and display when underway between the hours of sunset and sunrise such lights as required by the US Coast Guard. The required lights are a red and green bow and a 360 degree white stern light. Canoes/Kayaks shall carry on board from sunset to sunrise but not fixed to any part of the boat, a lantern or flashlight capable of showing a white light visible all around the horizon at a distance of 2 miles or more, and shall display such lantern in sufficient time to avoid collision with another watercraft. (Effective 10-17-09)

**ARTICLE XVI FISHING REGULATIONS**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

1. The regulations of the State of Illinois pertaining to fishing have been adopted by the Association to be applicable to all fishing activities on Lake Thunderbird. Illinois regulations governing fishing licenses, seasons, limits, legal sizes, etc., must be observed. Lake Thunderbird Conservation Commission has set size limits and “keeper” limits and will enforce these regulations. All persons 16 and older must have an Illinois Department of Natural Resources’ Sport Fishing License. (Effective 1-01-23)
2. Invasive Plants and Animals
  - a) Dumping of live minnows or any other type of bait into the lake is strictly prohibited. (Effective 1-01-23)
  - b) Launching a watercraft that has invasive plants or animals attached, in the live well or bilge will bring unwanted plants and/or animals into the lake which will degrade the quality and number of available plants and fish. This will result in a violation. (Effective 1-01-23)
  - c) All watercraft and trailers must submit to an inspection at the South Boat Launch or the owner may self-inspect if your watercraft and trailer was last used on a body of water other than Lake Thunderbird. (Effective 1-01-23)
  - d) A boat that has zebra mussels attached may not be launched into Lake Thunderbird until it has been professionally steam cleaned. Receipt of steam cleaning required before watercraft is launched. (Effective 1-01-23)
3. Refusal to allow the Department of Natural Resources personnel, LTA personnel, Conservation Commission, Water Safety, or Security members to check live wells, creels or stringers will result in a fine. All fish limits will be strictly enforced. (Effective 1-01-23)
4. Fishing on Lake Thunderbird will be by pole and line or bow only. Only two lines or poles per person as defined by the Illinois IDNR rules are allowed. No trot lines, bottle fishing, nor set or un-attended lines, etc., will be allowed. (Effective 01/01/2021)
5. Archery fishing will be allowed year around from 10pm-10am. (Effective 01/01/2023)
6. No use of alcohol will be allowed while archery fishing. (Effective 01/01/2023)
7. The following species may be fished by archery: Common carp, grass carp, drum and shad. All persons taking fish by these means MUST have a valid Illinois Fishing License. (Effective 5-18-14)

8. A violation will be imposed for taking fish other than that specified in #7. (Effective 01/01/2021)
9. Dumping of portable bathroom waste, refuse or any litter in the lake will not be tolerated.
10. Any fish attractors or fish cribs to be placed in the lake must be inspected by the Conservation Commission or Lake Management. There will be no fish cribs or fish attractors placed in the swimming area or in areas where future dredging will take place. (Effective 1-01-23) Effective 01/01/2024)
11. Violation will be imposed for not removing and properly disposing of all fish. (Effective 01/01/2021)

**ARTICLE XVII  
CONSERVATION COMMISSION NEW CREEL LIMITS**

All Violations for this Article are Class 1, 2, 3, 4, amount determined by Board of Directors  
(Effective 01/01/2023)

Walleye/Sauger - **3 per day** 16” to 20” **ALL FISH OVER 20” MUST BE RELEASED**  
 Large Mouth Bass - **2 PER DAY POSSESSION LIMIT ONLY IF BETWEEN 10” TO 14”**  
 Small Mouth Bass - **CATCH AND RELEASE ONLY**  
 Hybrid Striper - **ALL FISH MUST BE RELEASED** (Effective 01/01/2022)  
 Muskie - **CATCH AND RELEASE ONLY**  
 Crappies, Black & White - **15 per day** 10 inch minimum (Effective 9-16-17)  
 Bull Head and Channel Catfish - **NO LIMIT**  
 Sunfish/Bluegills/Redear – **NO LIMIT** (Effective 01/01/2021)  
 Flat Head Catfish - **CATCH AND RELEASE ONLY**  
 Invasive Species: Carp (Common & Grass), Yellow Bass and & White Bass (Effective 01/01/2022)  
**IF CAUGHT, REMOVE THESE INVASIVE SPECIES FROM LAKE THUNDERBIRD**

**ARTICLE XVIII OPERATION OF ASSOCIATION WATERCRAFT**

The operation of the Association watercraft will only be done by Water Safety Commission members, the Lake Manager or the duly authorized representatives of the Lake Manager.  
 Persons accompanying Water Safety Commission members in the operation of the Association watercraft must be either a member of the Water Safety Commission or a current member of the Board of Directors. Rule amended to let the Chairman of the Water Safety Commission appoint deputy Commission members to serve as water safety patrol members. (Effective 3-5-08)

**[This area is intentionally left blank.]**

**VIOLATIONS BY CLASS:  
(Effective 01/01/2025)**

Class 1 \$50.00 to \$500.00, Board of Directors to decide on dollar amount depending severity of violation plus a \$50.00 documentation fee

Class 2 \$500.00 + suspension plus a \$50.00 documentation fee

Class 3 \$500.00 to \$1000.00, Board of Directors to decide on dollar amount depending severity of violation plus a \$50.00 documentation fee

Class 4 \$1000.00 + suspension plus a \$50.00 documentation fee

Suspension means a member is not allowed on common property for 30 days after violation hearing.

Failure to pay fine within 30 days of appeal ruling will cause the fine to be doubled & after 60 days, the original Violation is tripled. Failure to pay within 90 days will result in collection procedures at violators' expense & the Violation is capped.

Failure to pay all accumulated fines, penalties, assessments and/or fees prior to June 1st will result in the loss of membership privileges. Membership privileges will be reinstated when all past due balances and current assessments are paid in full. Only then will current membership cards, automobile stickers, boat stickers, pool passes, and Chair Tree subscriptions be issued. Checks returned for NSF or for any other reason will result in immediate loss of all membership privileges.

Any rule or regulation not listed in this document will carry the fine levied by the Board of Directors.

History of property owner's fines will be maintained for two years in order to assess the proper amount for multiple offenses to a rule.

# LAKE THUNDERBIRD LIST OF FEES 2025

Payment by check or card only (3% Transaction fee for all credit cards). No cash over \$50 accepted.

## CLUBHOUSE RENTALS

### **WEDDINGS:**

Property owner	\$ 600.00
Non-owner	\$ 1,200.00
Security deposit	\$ 250.00
Cleaning service	call office

### **SMALL EVENTS (MEMBERS ONLY):**

Up to 50 people	\$ 100.00
51 to 75 people	\$ 175.00
Security deposit	\$ 250.00

### **NO CHARGE:**

Scouts, 4-H Clubs, Firemen and Police,  
Church Groups, LTA Committees/Clubs

## OFFICE FEES

PAL/Documents	\$ 75.00
Collection processing	\$ 100.00
Certified letter charge	\$ 50.00
Garbage stickers	10 for \$ 30.00
Yellow flag	free
Orange flag	\$ 20.00
Maps	\$ 5.00
Propane	New \$ 65.00
	Refill \$ 25.00

## SLIPS & STORAGE

Seasonal boat slip	\$ 507.00
Seasonal boat rack	\$ 70.00
Storage area (per year)	< 24' \$ 195.00
	≥ 24' \$ 250.00

## BOAT STICKERS

Motorized	\$ 96.00
2nd boat over 50hp	\$ 168.00
Senior citizen (motorized)	\$ 50.00
All other boats	\$ 34.00
Senior all other boats	\$ 27.00

## CAR STICKERS & GUEST PASSES

2 stickers included with each lot	
Additional sticker	\$ 30.00
Guest car pass	per day \$ 10.00
	3-day \$ 25.00
	5+ per day \$ 8.00

## CHAIRTREE

FREE online at <a href="http://www.lakethunderbird.us/chairtree">www.lakethunderbird.us/chairtree</a>	
Annual printed subscription	\$ 25.00
Classified ad	per issue \$ 25.00
Advertisement rates	call office

## CAMPING FEES

Permanent site	\$ 794.00
Security deposit	\$ 100.00
<b>Member</b> no electric (per night)	\$ 15.00
<b>Member</b> electric (per night)	\$ 25.00
<b>Guest</b> no electric w/car pass (per night)	\$ 25.00
<b>Guest</b> electric w/car pass (per night)	\$ 40.00

## ARCHITECTURAL CONTROL/PERMITS

Homes, Additions, Garages, Water installation,  
Lot clearing requests, etc.  
Please refer to ACC Building Packet at  
[www.lakethunderbird.us/documents](http://www.lakethunderbird.us/documents)

## ANNUAL ASSESSMENT AMOUNTS

	Homes		Lots	
	2024	2025	2024	2025
Maintenance Fee	\$26	\$26	\$26	\$26
Water Availability Fee	\$83	\$86	\$83	\$86
Water Usage Fee	\$159	\$164	\$0	\$0
Membership Fee	\$388	\$450	\$388	\$450
Total	\$656	<b>\$726</b>	\$497	<b>\$562</b>
Co-Owner Fees	\$474	<b>\$625</b>	\$474	<b>\$625</b>