



Covered Bridge Trails Homeowners' Association

CC & R

Conditions, Covenants, & Restrictions

WELCOME LETTER

BY-LAWS AND CONSTITUTION

COVENANTS

COVERED BRIDGE TRAILS HOMEOWNERS' ASSOCIATION

Welcome to Covered Bridge Trails!

Our subdivision was built in a wooded area in the '70s and early '80s, and has 174 homes. We have a nice private park, with a pavilion and playground equipment.

The homeowners' association board is made up of several volunteer homeowners. **Please read** page 8, **Resolutions 1-8**, these are almost all the restrictions.

We maintain the covered bridge, street signs, park, entrances, traffic circles, mosquito control, directory, and insurance. The **dues** run April 1st to March 31st and are **\$125/year**.

Events we have each year are a Progressive Dinner, an Easter Egg Hunt, a Neighborhood Garage Sale, and a picnic at the park.

After you move in, the welcoming member will give you a welcoming packet with a directory, and handouts on frequent questions we get from new homeowners.

We have a lot of really nice people that live here, and the more neighbors you meet the more nice people you'll meet. Welcome!

CBTHA Board

BY-LAWS AND CONSTITUTION

Revised 2/5/03

OF

COVERED BRIDGE TRAILS HOMEOWNERS' ASSOCIATION

ARTICLE I

PURPOSES

To perpetually hold, maintain, improve and beautify without profit to itself such real estate including parks, streets, walkways, driveways and alleys, if any, and any or all improvements thereon by any other person or persons upon the property in the Covered Bridge Trails Subdivision, said property to be held exclusively for the perpetual enjoyment and use in common of the members of the Covered Bridge Homeowners' Association and their families, and to perform all functions necessary to accomplish the above mentioned purposes.

The Covered Bridge Trails Subdivision includes all platted lots bordering the following streets: Cape Cove Circle, Concord Circle, Concord Trail, Connecticut Trail, Harvard Circle, Lexington Trail, Maine Trail, Minuteman Circle, New Hampshire Trail, Rhode Island Trail, Vermont Trail, except 6516 Hillside Road (NE corner of New Hampshire Trail and Hillside Road).

This Association is not organized for profit and no part of its net income shall inure to the benefit of any member, trustee or other individual.

The Association shall not engage nor shall any of its funds, property or income be used to carry on propaganda or otherwise attempting to influence legislation nor shall any of its funds, property or income be contributed to any undertaking, a substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation.

ARTICLE II

MEMBERS

Section 1. Classes of voting members.

The corporation shall have two classes of members. The designation of such classes and the qualifications of the members of such classes shall be as follows:

- A. Resident Members are those who reside on a lot within the Covered Bridge Trails Subdivision. Resident Members shall have all of the privileges of membership in the Association.
- B. Non-Resident Members are those who own a lot or lots within the Covered Bridge Trails Subdivision, but do not reside in Covered Bridge Trails Subdivision. A Non-Resident Member shall have all the privileges of membership in the Association except he may not hold office nor may he chair a committee.

Section 2.

Each member shall be entitled to one vote on each matter submitted to a vote of the members. However, these shall be allowed only one vote per household regardless of the number of lots owned.

Section 3.

The board of directors by affirmative vote of two-thirds of all the members of the board may suspend or expel a member for cause after an appropriate hearing, and may by a majority vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership, or suspend or expel any member who shall be in default in the payment of dues.

Section 4.

Any member may resign by filing a written resignation with the Secretary to be voted upon by the Board of Directors, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

Section 5.

The membership; in this association is not transferable or assignable.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meeting.

An annual meeting of the members shall be held on a non-holiday evening after 7:00 pm in the second half of January or in February each year for the purpose of electing directors and presenting the annual budget and for the transaction of such other business as may come before the meeting. The election of directors shall be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

Section 2. Special Meetings.

Special meetings of the members may be called either by the President, three members of the Board of Directors, or not less than one-fifth of the members having voting rights.

Section 3. Place of Meeting.

The Board of Directors may designate any place within the County of McHenry and State of Illinois as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be within the County of McHenry and State of Illinois, provided, however, that if all of the members shall meet at any time and place within the County of McHenry and State of Illinois and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 4. Notice of Meetings.

Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than three (3) nor more than forty (40) days before the date of such meeting, by or at the direction of the president or the secretary, or the officers or persons calling the meeting. In case of a special meeting, or when required by statute or by these by-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 5. Quorum.

The members holding one sixth of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice. A written balloting of the members may be conducted, which would require a simple majority vote of the membership.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers.

The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications.

The number of directors shall be at least five. Each director shall hold office for the particular term for which he is elected, normally 2 years.

Section 3. Regular Annual Meeting.

The regular annual meeting of the Board of Directors shall be held without other notice than by this by-law, immediately before or after and at the same place as the annual meeting of the members. The Board of Directors may provide by resolution the time and place within the County of McHenry and State of Illinois for the holding of additional regular meetings of the board without other notice other than such resolution.

On or before sixty (60) days prior to the regular annual meeting of the Board of Directors, the President shall appoint a Nominating Committee. Said Nominating Committee shall nominate individuals for the Board of Directors.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the President or any three directors. The person or persons authorized to call special meeting of the Board may fix any place within the County of McHenry and State of Illinois as the place for holding a special meeting of the board called by them.

Section 5. Notice.

Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail to each director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, not the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

Section 6. Quorum.

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, provided, that if less than a majority of the directors are present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting.

The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or by those by-laws.

Section 8. Vacancies.

Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors, shall be filled by an election held by the Board of Directors. A director elected to fill a vacancy shall be elected for the un-expired term of his predecessor in office.

Section 9. Indemnification.

The association shall indemnify, hold harmless and defend the officers and directors of the Association from any claims, suits or liabilities arising out of the performance of their duties as officers or directors of the Association. The association shall provide directors and officers (D & O) insurance for the purpose of covering any such claims, suits or liabilities.

ARTICLE V

DUTIES OF BOARD

Section 1. Board.

The Board shall consist of at least: President, First Vice-President, Second Vice-President, Secretary, and Treasurer. The Board also includes committee chairmen.

Section 2. President.

The President shall preside at all meetings of the organization and of the Board of Directors, and in the absence of the Treasurer, sign or endorse checks; the President shall have the usual powers of supervision and management as may pertain to office of President and perform other duties as designated by the Board of Directors.

Section 3. First Vice-President.

The First Vice-President shall perform all the duties of the President, in the absence of the President or when called upon to do so.

Section 4. Second Vice-President.

The Second Vice-President shall be prepared to perform all the duties of the President in absence of President and First VicePresident or when called upon to do so.

Section 5. Secretary.

The Secretary shall keep accurate minutes of the Board meetings and membership meetings, and if for any reason the Treasurer is unable to pay approved bills, the Secretary shall have authority to do so.

Section 6. Treasurer.

The Treasurer shall collect all moneys due and shall have charge of all funds which are kept in a special account in a local bank. The Treasurer shall pay bills, upon approval by the Board of Directors, and keep all receipts and shall report at all Board meetings and regular meetings, receipts, expenditures, bills outstanding, and account balances. The Treasurer shall follow up on delinquent dues, and shall have a year-end report at the annual meeting. The Treasurer shall provide a Dues Statement for the closing of the sale of a Subdivision house.

ARTICLE VI

NOMINATING COMMITTEE

Section 1. Nominations and Elections.

The Nominating Committee shall consist of at least two members—one shall be a member of the Board of Directors, and shall draw up a slate for the elective offices.

Section 2. Report.

The report of the Nominating Committee shall be submitted to the Board of Directors, one month prior to election. Upon Board approval, the slate shall be submitted to the general membership at the Annual Meeting for a vote, with allowances for nominations from the floor. A majority vote of those qualified, present and voting shall constitute an election. Only paid members of the Association shall be allowed to vote on issues presented to the membership.

ARTICLE VII

COMMITTEES

Section 1. Standing Committees.

The Board of Directors shall have standing committees who shall be appointed by the Board of Directors. The standing committees are hereby designated as Welcoming, Social, Newsletter, Park Commissioner, and Directory. Said Committees shall derive their authority directly from the Board of Directors and are responsible to the Board of Directors.

Section 2. Other Committees.

Other committees may be designated by resolution adopted by the majority of the Board of Directors. The chairman thereof shall be appointed by the Board of Directors.

Section 3. Welcoming Committee.

The Welcoming Committee shall greet new residents and acquaint them with the Association and its objectives and purposes; to encourage membership of new residents in the Association; to invite participation in the Association activities; and to assist the fulfillment of the social obligations of the Association. A welcome package should include: a directory, copies of by-laws and covenants, a recent newsletter, and a directory update form.

Section 4. Social Committee.

The Social Committee shall arrange and provide for the cost of various social and entertainment functions to be held for the benefit of the members of the Association.

Section 5. Newsletter Committee.

The Newsletter Committee shall periodically publish and distribute a newsletter to the members of the Association and be responsible for publicity to the community at large.

Section 6. Park Commissioner.

The Park Commissioner is normally either the First Vice-President or the Second Vice-President, and is responsible for Pilcher Park, games owned by the Association for use at the Park, and the reserving of the Park by Association members.

Section 7. Directory Committee.

The Directory Committee is responsible for publishing a new Association Directory every two years, and distributing this new directory to each Association household.

Section 8. Term of Office.

Each member of every committee and the chairmen thereof shall serve for a term set by the Board of Directors or members, as the case may be.

Section 9. Vacancies.

Vacancies occurring in the membership of any committee by virtue of death, resignation, disqualification or other termination, may be filled in the same manner as provided in the case of the original appointments.

Section 10. Quorum.

Unless otherwise provided in the resolution of the Board of Directors, a majority of the whole committee shall constitute a quorum.
Section 11. Rules.

Each committee may adopt rules for its own government not inconsistent with these by-laws.

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts.

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the President or a Vice-President of the Association.

Section 3. Deposits.

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts.

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX

BOOKS AND RECORDS

The Association shall keep accurate and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having been given authority of the Board of Directors, and shall keep a record showing the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X

FISCAL YEAR

The fiscal year of the Association shall be the calendar year. There shall be a year-end report prepared for the annual meeting. Dues are pro-rated for new residents from the due date.

ARTICLE XI

AMENDMENTS TO BY-LAWS

These by-laws may be altered, amended or repeated and new by-laws may be adopted by a two-thirds majority vote of the membership at the regular annual meeting or at a special meeting of the members called for this purpose or by a simple majority written balloting of the membership.

ARTICLE XII

VOTING

Section 1. Accumulative Voting.

In all elections for directors, every member shall have the right to vote for as many persons as there are directors to be elected, or to accumulate said votes and to cast and give one candidate as many votes as the number of directors multiplied by one shall equal, or to distribute said votes on the same principle among many candidates.

Section 2. Voting of Directors.

Each director shall be entitled to one vote on each matter, submitted to vote at a duly authorized meeting of directors at which said director is present.

Section 3. Voting in Committees.

Committees shall adopt their own regulations on voting.

Section 4. Election of Directors.

Of those candidates nominated for the offices of directors the number of candidates having the highest number of votes shall be deemed elected.

ARTICLE XIII

RESOLUTIONS

This section contains the Association resolutions, and explains and clarifies some of the covenants.

1. Dogs (adopted and incorporated 12/5/77, revised 2/5/03).

All dogs must be confined to their own premises except when on an eight-foot leash. All dogs must have current vaccinations against rabies and must wear the current rabies tags. All dogs must be registered with the county and wear the current county dog licenses. Owners are required to clean up after their dogs.

2. Operation of motor vehicles, motorized vehicles or scooters or bikes (adopted and incorporated 12/5/77).

The operation of any motor vehicle, including mini-bikes, on any street in Covered Bridge Trails unless such person has a valid driver's license or permit is prohibited.

3. Parking of motor vehicles on the streets (adopted and incorporated 12/5/77, intent added 2/5/03).

The parking of any motor vehicle on the streets of Covered Bridge Trails after 2 a.m. or for more than a 24 hour period is prohibited. (The intent is to require over-night and longer-term parking to be on the driveway or in the garage.)

4. Parking or storage of boats, trailers, campers, snowmobiles, RVs (adopted and incorporated 12/5/77, intent added 2/5/03).

The parking or outside storage of boats, trailers, campers or other recreational vehicles for more than a 48 hour period is prohibited. (The intent is to only allow short-term outdoor activities such as: cleaning, maintenance, short-term visitors, etc.; anything else shall be indoors.)

5. Storage sheds (adopted and incorporated 2/5/03, for sheds installed after this date).

Where covenants allow, one storage shed finished in the same manner as the house shall be allowed on any lot, and should be screened by structure or vegetation from neighbor's and street view.

6. Fences (adopted and incorporated 2/5/03, for fences installed after this date).

Fences should be of wood or decorative design, and as open as practical. (The intent is to have fences that help keep a country atmosphere, and blend with the rest of the subdivision. No chain-link fences or livestock-type fences are permitted.)

7. Residential and business uses (adopted and incorporated 2/5/03).

The primary use of each lot shall be for residential purposes. Any secondary home-business use shall not be allowed if it generates vehicle or pedestrian traffic. Group homes are not allowed. (The intent is to allow an internet or mail-order type business that does not bother the neighbors or neighborhood; and not allow commercial use.)

8. Trash containers (adopted and incorporated 2/5/03).

Trash containers will be stored out of sight.



COVERED BRIDGE TRAILS

HOMEOWNERS' ASSOCIATION

ORIGINAL COVENANTS

(parts of which are superseded by the current by-laws)

DECLARATION OF BUILDING RESTRICTIONS **AND PROTECTIVE COVENANTS**

Date: _____, 19____.

WHEREAS, THE FIRST NATIONAL BANK OF ELGIN, a corporation duly organized and existing as a National Banking Association under the laws of the United States of America, and duly authorized to accept and execute Trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement dated the 12th day of April, 1968, and known as Trust No. 1760, and not personally or individually, but solely as Trustee under said Trust No. 1760, is the owner of the real estate described as follows:

COVERED BRIDGE TRAILS being a subdivision of part of the Northeast quarter of Section 29, Township 44 North, Range 8, East of the Third Principal Meridian, according to the Plat thereof recorded April 11, 1968 as Document No. 487889 in McHenry County, Illinois.

WHEREAS, it is the desire of the owner to protect the future owners of said parcels of real estate and dwellings which may be constructed thereon with certain restrictions and protective covenants to the end that the community may develop in a desirable manner so that the aesthetic and financial values relating to the property shall be maintained;

NOW, THEREFORE, in consideration of the premises, said Trustee under its Trust No. 1760, does hereby establish the restrictions and protective covenants which follow hereinafter against each parcel of real estate in the Covered Bridge Trails subdivision and does hereby declare that after this date conveyances of said lots shall be subject to said building restrictions and protective covenants.

A. ARCHITECTURAL CONTROL

1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee hereinafter described.
2. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

B. PROCEDURE OF ARCHITECTURAL CONTROL COMMITTEE

1. The committee's approval or disapproval as required in these covenants shall be in writing.
2. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. MEMBERSHIP ARCHITECTURAL CONTROL COMMITTEE

1. The architectural control committee is composed of:

CHECK WITH BOARD FOR CURRENT COMMITTEE MEMBERS.

2. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
3. At any time, the then record owners of two-thirds (2/3) of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

D. BUILDING LOCATION

1. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown of the recorded plat. In any event no building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than thirty (30) feet to any side street line. No dwelling shall be located on any interior lot nearer than forty (40) feet to the rear lot line.
2. For the purposes of this covenant, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. Any portion of the eaves in excess of three (3) feet are to be considered as part of the building in regard to building line, side yard, and rear yard requirements.

E. DWELLING COST, QUALITY AND SIZE

1. The finished living floor area requirements exclusive of porches, basements and garages shall be as follows:
 - a. Ranch: Minimum of 2000 square feet.
 - b. Two-Story: Minimum total of 2600 square feet with a minimum of 1600 square feet on the first floor.
 - c. Split Level: Minimum total of 2400 square feet with a minimum of 1600 square feet on upper level in the case of a bi-level, or on upper two levels in the case of more than two levels.

F. LAND USE AND BUILDING TYPE

1. No lot shall be used except for residential purposes.
2. No building shall be erected, altered, placed or permitted to remain on any lot prior to the construction of one detached single-family dwelling not to exceed two and one-half (2 ½)

stories in height and a private garage of not more than four (4) cars. Any building constructed or placed on the lot thereafter must first be approved by the architectural control committee.

G. LIVESTOCK AND POULTRY

1. No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

H. TEMPORARY STRUCTURES

1. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

I. NUISANCES

1. No noxious or offensive activity shall be carried on upon any lot; nor, shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

J. EASEMENTS

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown the recorded plat.

K. SIGNS

1. No sign of any kind shall be displayed to the public view on any lot except one professional sign for a doctor, dentist or attorney or of not more than one square foot;
2. One sign of not more that five (5) square feet to advertise the property for sale or rent; or
3. One sign of not more than five (5) feet square used by a builder to advertise the property during the construction and sales period.

L. MINING OPERATIONS

1. No quarrying, mining, oil or gas drilling operations shall be conducted on any lot and particularly they shall not be used or excavated for gravel pits, and no gravel shall be mined or removed from the same for any purpose whatsoever except to the extent necessary to grade said lots properly for the erection of approved improvements as aforesaid, or to excavate for the foundations and basement of such improvements.

M. SIGHT DISTANCE AT INTERSECTIONS

1. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or, in the case of a rounded property corner from the intersection of the street property lines extended.

2. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.
3. Within such distances of such intersections the foliage line of all trees are to be maintained at sufficient height to prevent obstruction of such sight lines.

N. LAND NEAR PARKS AND WATER COURSES

1. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water flow is not altered or blocked by such fill.

O. ENFORCEMENT OF PROTECTIVE COVENANTS

1. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

P. SEVERABILITY OF PROTECTIVE COVENANTS

1. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Q. TERM OF PROTECTIVE COVENANTS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF ELGIN, Elgin, Illinois, not personally but as Trustee under provisions of a Trust Agreement dated April 12, 1968 and known as Trust No. 1760, has caused this Declaration to be executed in its corporate name by its President, its corporate seal affixed, and attested by its Trust Officer this ____ day of _____, 1968.

THE FIRST NATIONAL BANK OF ELGIN
 As Trustee Under Trust No. 1760
 Dated April 12, 1968

By: _____
 President

ATTEST:

 Trust Officer