

## Summary of the Wildfeather Declaration and By-Laws

Annual Members meeting is the second Tuesday of June. A quorum is 20% of the members.

No building other than one single-family detached residential structure, including an attached garage, and one accessory outbuilding, conforming architecturally to the residence structure shall be erected upon any one of the Residential Lots. Residential Lots shall not be used for any purpose other than residential. Residential structures, including garages and out-buildings, on any Residential Lot shall not be used for any purpose other than residential. However, this shall not preclude a resident from: (a) maintaining a personal library; b) keeping and maintaining personal business or professional records; or (c) handling personal business, professional telephone calls, computer work, correspondence, and document preparation so long as any such activity is done solely inside the premises, there is no signage advertising work and no customer or client parking.

All fences existing as May 10, 2012 shall be grandfathered and deemed compliant with the Declaration. No fence shall be installed on any Lot, other than the Park Lots, unless required by governmental code or ordinance. No structure of a temporary nature, such as a tent, shack, garage, barn or other out-building, may be used as a habitation on any Lot at any time, either temporarily or permanently. No house trailer, truck trailer or other trailer, nor any mobile home, camper, recreational vehicle, van, truck, or truck cab, boat or similar vehicle may be used as a habitation on any Lot at any time, either temporarily or permanently. No house trailer, truck trailer or other trailer (other than a boat trailer), nor any mobile home or truck cab, nor any disabled car, disabled truck, disabled van or other similar disabled vehicle, nor any back-hoe, crane, bulldozer or other similar large equipment may be stored either temporarily or permanently on any Lot except in a fully enclosed garage. No camper or recreational vehicle may be stored either temporarily or permanently on any Lot except in a fully enclosed garage, unless the written consent of the Association is first obtained or the storage of such camper or recreational vehicle is expressly permitted by the rules and regulations referred below.

Any owner interested in installing a satellite dish one meter or less in diameter must notify the Board and obtain instructions for installation within seven (7) days prior to the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited. No receiving or transmitting towers shall be erected. No stables or other quarters shall be erected, maintained or used on any Lot for the stabling or accommodating of horses, cattle, pigs, sheep, goats, fowl or bees. No hunting and no discharge of firearms shall be permitted on any Lot at any time. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance.

Any boat dock erected or maintained on a Channel Lot shall be generally parallel to the shore, and any boat hoist on any Channel Lot shall not protrude over the channel bank into the channel. No boat dock on any Lot shall interfere with the navigation of the channel or river by others; and the Wildfeather Trust shall specifically have the right to specify the maximum dimensions for any boat dock. Boat dock installation, maintenance and use shall be limited to a Lot Owner.

Each Lot Owner shall maintain in good repair and slightly condition their Lot and all improvements thereon, including without limitation any residence and/or out-building and any drainage pipes, tiles and ditches.

No residence, building, garage, out-building or other structure and no porch, gate, fence, retaining wall, sea wall, boat slip, boat ramp, boat dock, boat hoist, swimming pool or other improvement or addition to any Lot shall be constructed, erected, or installed, and no exterior alteration (including, without limitation, any change in color) shall be made to any such existing residence, building, garage, out-building or other structure, or to any such porch, gate, fence, retaining wall, sea wall, boat slip, boat ramp, boat dock, boat hoist, swimming pool or other improvement or addition until and unless the plans and specifications for the same, showing the nature, shape, size, design, materials, color, location and landscaping shall have first been submitted to and approved in writing by the Wildfeather Trust or its successors and assigns along with any reasonable fee required by the Wildfeather Trust for professional review.

The Association, by a majority vote of Board of Directors, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, repair, improvement, conservation and beautification of Wildfeather, and for the health, comfort, safety and general welfare of the Lot Owners of Wildfeather, and all parts of Wildfeather shall at all times be maintained subject to such rules and regulations.

Any such rules and regulations shall be binding to the same extent as if such rules and regulations were fully set forth in the Declaration.



A violation of any of the rules and regulations adopted by the Association shall be deemed a violation of this Declaration and may be enjoined.

Any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

In addition to the authority to levy fines against the Owner for violation of any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner, an action for injunctive and other equitable relief, or an action at law for damages.

Any action brought on behalf of the Association and/or the Board of Directors to enforce the Declaration shall subject the Owner to the payment of all costs and attorney's fees at the time they are incurred by the Association.

All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Lot and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

Assessments or charges provided hereby shall be due at such time or times as determined by the Board of Directors. If no time period is specified by the Board of Directors, any assessment or charge shall be due and payable upon delivery of the notice thereof. If any assessment or charge is not paid within fifteen (15) days after the due date, the amount payable shall bear a late fee or interest from the due date at an annual rate equal to the lesser of (a) the maximum rate allowed by law or (b) the prime rate from time to time charged by a bank with its principal office in the State of Illinois to be designated by the Board of Directors plus two percent (2%). The Board of Directors, on behalf of the Association, may bring appropriate legal proceedings against the respective Owner and the Lot for any delinquent assessment or charge, interest thereon, and the costs of enforcement and of bringing such proceeding, and reasonable attorney's fees shall be added to such delinquent amount.

Assessments for the dredging and other maintenance, repair, improvement, conservation, and beautification of the channels in Wildfeather shall be levied only against the Channel Lots and only by (i) a simple majority of all the Owners (including the Wildfeather Trust) of the Channel Lots in their discretion; or (ii) in the event of an emergency or as required by any governmental agency, by a majority vote of the Board of Directors.

Each grantee of any Lot, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens, and charges, and the jurisdiction, rights and powers of the Wildfeather Trust and the Association, created or reserved by this Declaration or by plat or deed restriction heretofore recorded; and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. In the event of the violation of any restriction or condition, or the breach of any covenant or provision hereof, the Wildfeather Trust and the Association shall provide notice to the Owner, by certified mail, stating the violation or breach. The Owner shall have thirty (30) days from the date of the notice was mailed to cure the breach. Upon expiration of said thirty (30) day period, the Wildfeather Trust and the Association shall have the right to impose a monetary penalty of \$150.00 per day so long as the breach or violation continues. In addition, the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by the Wildfeather Trust and the Association, or either of them. Any assignment of any rights, privileges and powers by the Wildfeather Trust to the Association shall not be deemed to be an amendment of the Declaration.

No restrictions or provisions imposed hereby shall be abrogated or waived by any failure to enforce any of the restrictions or provisions hereof, no matter how many violations or breaches may occur.



LATEST

# WILDFEATHER PROPERTY OWNERS ASSOCIATION

## Rules and Regulations

1. Motorized vehicles are not allowed on Wildfeather roads, including shoulders, unless the operator has a valid driver's license.
2. Motorized vehicles are not allowed in the Wildfeather parks.
3. Dogs
  - a. Dogs shall be confined to their owner's lot unless on a leash.
  - b. The owner shall remove any waste created when walking a dog.
  - c. Any dog whose barking becomes a nuisance shall be kept indoors or trained not to bark.
4. No tree shall be cut down nor tree branch removed which is more than one inch(1") in diameter without prior written approval of the board.
5. The grass and weeds on any lot shall be cut by the owners not less than every thirty (30) days during the period from April through October.
6. Road speed limit: 15 miles per hour
7. Channel speed limit: No wake.
8. From this point forward, personal water craft and boat hoist covers, including seasonal used structures, must comply with the Architectural and Building Requirements colors. Colors shall be dark shades of green, brown and gray.
9. The seller of any lot covered by the association is obligated by the time of contract acceptance to notify the board of the new owners name and current address.



WILDFEATHER TRUST

202 S. COOK STREET, SUITE 211 • BARRINGTON, ILLINOIS 60010 • (847) 842-8024

September 6, 2018

Wildfeather Property Owners' Association  
c/o Mr. Scott Libersher  
8695 Mallard Lane  
Wilmington, Illinois 60481

Dear Scott:

For a number of reasons, I have decided to assign to the Association the following sections of our Declaration:

Section 1.1(f) concerning fences and what isn't allowed on the lots

Section 1.1(h) concerning boat docks and hoists

Section 1.1(i) relative to rules and regulations

Section 1.6 relative to building violations

Section 1.5 concerning improvements and alterations

Please note that, for the next 25 years, any proposed amendment of the approval rights or any establishment or amendment of the design requirements must be approved by the Wildfeather Trust.

A copy of the recorded Assignment is enclosed. As set forth in Section 2.7 of the Declaration, the Association is deemed to have accepted this assignment and no written acceptance by the Association is necessary.

A copy of the 5 page Wildfeather Architecture and Building Requirements dated August 1, 2018 is enclosed. You will note that the second paragraph refers to the attached Sections 1.5 and 1.1(h) and they should be a part of the Requirements. In an effort to help the Association, I have gone into much more detail and provided explanations. However, it still will be difficult for rotating members of the Board to review proposed improvements and alterations. It would be of great assistance to, and deflect a lot of "heat" from property owners, if the Board had a Consulting Architect who

Wildfeather Property Owners' Association  
c/o Scott Libersher  
September 6, 2018  
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would review any plans or colors and respond back to the Board. At the bottom of the first paragraph of Section 1.5, you will see that the Directors have the right to establish fees for professional review. This is a very common practice in attractive communities.

I would recommend that you contact John Stanton of Stanton Architects whose office is 2310 Plainfield Rd., Cresthill, IL 60403 and telephone is (815) 741-0510. John has designed the following homes in Wildfeather: Lee and Frank Sitar at 8735 Mallard; Charlene and Ted Ebeling at 8805 Mallard; and Joy and Steve Baker on Teal Lane (I don't have their address). Since I worked with John on the above homes, and he has a set of the Requirements dated August 1, 2018, he is very familiar with our objectives at Wildfeather. He also enjoys working with colors. I have spoken to John and he would be willing to work with the Directors should you so desire. I gave him your name so he would recognize you if you decided to call. I also suggest that there be a review committee and not just one Board member who makes decisions. This will reduce any animosity with a property owner.

For the sake of compliance, I believe it is very important that the enclosed Requirements and Declaration pages be sent by U.S. Mail to every property owner. Rather than burden our Secretary, an assistant can do the mailing. This is well worth the expense. I doubt that all members have joined Nextdoor, and even those who are a part of the site may not check it regularly. In the mailing, it would also be helpful to send a copy of the enclosed 4 page "Summary of the Wildfeather Declaration and By-Laws" which was previously given to the Board members.

Of course, I am available to assist in any way.

Best regards,

Bruce W. McIntosh  
Trustee

Enclosures

cc: John McLuckie  
Pat Greenway

Kay T Olson  
Grundy County  
Clerk & Recorder, Illinois

**Document #: 579646**

Receipt #: 144356  
Pages Recorded: 2

Total Fees: \$77.00  
RHSP Surcharge: \$9.00  
Additional Document Referenced: \$1.00

Authorized By:

*K. T. Olson*

PREPARED BY AND AFTER  
RECORDING MAIL TO:

Date Recorded: 8/31/2018 10:29:50 AM

David J. Bzdill, Attorney  
Hynds, Yohnka, Bzdill &  
McInerney, LLC  
105 W. Main Street  
P.O. Box 685  
Morris, IL 60450

**ASSIGNMENT**

Pursuant to 2.7 of the Amended and Restated Declaration and By-Laws of the Gilbert B. McIntosh's Wildfeather recorded May 23, 2011 as Document #520249 with the Recorder of Deeds, Grundy County, Illinois, which was amended in part by the Second Amended and Restated Declaration and By-Laws recorded May 10, 2012 as Document #528466 at the Recorder of Deeds, Grundy County, Illinois, which states in relevant part as follows:

"McIntosh, in his discretion and by instrument in writing in the nature of an assignment, may vest the Association, and the Association shall accept, at any time after the formation of the Association, with any or all rights, privileges and powers held hereunder by McIntosh. Any such assignment shall be recorded in the office of the Recorder of Deeds of Grundy County, Illinois. The Association shall be deemed to have accepted such assignment whether or not a written acceptance thereof is executed by the Association." Section 2.7

Bruce W. McIntosh, as Trustee of the Wildfeather Trust (McIntosh) assigns the powers and obligations set forth in the following sections of the declaration and amendments thereto to the Association: Section 1.1(f) as amended, Section 1.1(h), Section 1.1(i), Section 1.6, and Section 1.5, with the exception of its power provided in Section 1.5 that "any such amendment of said approval rights or any such establishment or amendment of design requirements



by the Association within twenty-five (25) years from the date of its formation shall not be effective unless the Association also first obtains the written consent of McIntosh to such action." McIntosh specifically retains and reaffirms all other rights provided it in said declaration and amendments thereto.

Dated: August 30, 2018

Bruce W. McIntosh  
Bruce W. McIntosh, as Trustee of  
the Wildfeather Trust dated  
12/30/1992

STATE OF ILLINOIS       )  
  : SS  
COUNTY OF ~~LAKE~~ McHenry )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruce W. McIntosh, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of August, 2018.

[Signature]  
Notary Public



## WILDFEATHER ARCHITECTURE AND BUILDING REQUIREMENTS

The confluence of the Kankakee and Des Plaines Rivers is a very unique and historic area. Wildfeather's inhabitants date back several thousand years B.C., including at least five different Indian tribes. Although the buffalo are gone, a great variety of wildlife is still attracted to the area.

It seemed only natural to plan a community of homes employing a rustic, traditional architecture which would fit the historic and environmental character of the land. In order to protect Wildfeather and aid residents desiring to construct improvements, the following requirements were developed in conjunction with those found in Sections 1.5 and 1.1(h) of the Declaration. It is essential to read these Sections which are attached.

Please be reminded that, as described in detail in Section 1.5, no construction, installation, alteration (including color), etc shall be made without first receiving written approval from the Association Board of Directors.

These requirements were designed to enhance the value of Wildfeather houses now and in the future. Remember, these restrictions will affect your present and future neighbors. Rest assured that we will make every effort to be most cooperative about the plans for your home, and we are confident that you will cooperate with us in the common purpose of keeping Wildfeather one of the best and most attractive places to live in the area.

1. Before submitting completed plans and specifications, it would be best to submit preliminary sketches for approval. This will reduce expenses when making any changes. The sketch should include the basic floor plan, the four elevations, the exterior materials and colors, the location, and the height of the foundation.
2. Location of Improvements
  - a. In order to create a feeling of openness and spaciousness, no house or out-building shall be located closer than 50 feet to the front lot line, 50 feet to the river or channel bank (where the land begins to slope down), or 10 feet to either side lot line.
  - b. In order to maintain adequate space for navigation, boat docks on the channels shall be parallel to the shore and not more than 4 feet wide.
  - c. For safety and to preserve adequate space for navigation, boat hoists on channel lots shall not protrude over the channel bank into the channel. They will not have side walls in order to preserve open views for neighbors.
3. Colors
  - a. The colors shall be identical for an owner's house, out-building, and boat hoist.



- b. Colors for all improvements, including, but not limited to, window and door frames and cladding, trim, fascia, soffits, shutters, etc., shall be medium to dark shades of green, brown or gray. \* (see attached details below)
  - c. While not a requirement, it is preferable that trim colors be the same as the siding or a slightly lighter shade which will blend in with the house.
  - d. Downspouts and gutters shall be the same color as the siding or trim boards behind them in order to minimize their appearance.
  - e. While not a requirement, it is preferable that overhead garage doors match the siding color so that they don't take away from the focal point of the front door.
4. Siding: A natural wood product such as cedar is preferred.
5. Roofs: The roof pitch shall be not less than 5/12.
6. Windows
- a. Windows shall be uniform in size and equally spaced in the elevations. \*\* (see details below)
  - b. Unless physically impossible due to the floor plan, windows shall be installed to interrupt long expanses of siding exceeding 12 feet. \*\* (see details below)
7. Doors: All doors, included overhead garage doors, shall have some type of relief pattern such as a cross buck or panel design. Flush or flat doors are more contemporary and are not allowed.
8. Fencing: In order to promote a natural, spacious, country-like atmosphere, the use of fencing is prohibited. Privacy should be created using bushes and trees.
9. Chimneys: Straight chimneys are contemporary. The base should be not less than 5 feet wide and then cut in 1 foot on each side at a 45 degree angle slightly above the top of the 1<sup>st</sup> floor windows. Therefore, the width above the cut will be 3 feet. The depth of the chimney above the roof shall not be less than 3 feet.
10. Erosion: A silt fence shall be installed along the channel before construction begins.
11. Sea Walls:
- a. If not steel which will weather to a dark color, sea walls shall be a medium to dark shade of green, brown, or gray.

- b. In order to maintain adequate width for navigation, sea walls on a channel shall be adjacent to the land and shall not extend into the channel.
12. Additions: Additions should match the existing building in every way so it appears to all have been constructed at the same time.

\*Color Details

Most good quality siding companies should carry these brands. The list below is by no means all-inclusive but may provide a feeling for the required shades. Please feel free to submit other samples for approval.

Wood Siding – The variety of available colors is endless.

Vinyl Siding - Although the selection of medium to dark vinyl is somewhat limited, the following are acceptable colors.

Mastic:

Quest Series

Natural Cedar: 8625 Pheasant  
American Walnut: 8795 & 8870 Mallard  
Woodland Green: 8635 Mallard & 8795 Teal  
Timber Stone: 8720 Mallard; 8735 Teal; 8735 Pheasant  
Sawmill: garage at 8840 Mallard

CarvedWood

Montana Suede

CertainTeed:

Monogram Series

Weathered Blend: new home on east side of 8635 Pheasant  
Timber Blend: 8775 Pheasant  
Sable Brown: 8820 Teal

Cedar Impressions

Sable Brown

Not sure which series

Forest  
Arbor Blend  
Hearthstone



Nailite:

RoughSawn Cedar: Harvest Cedar  
Hand-Split Shake: Natural Cedar

Royal Building Products: Cedar Series

Highland Cedar  
Meadow Green  
Mountain Gray: home on Teal, just east of 8861

ABT Co.: (Menards)

Pecan  
Evergreen  
Castlemore  
Cabot Brown

Fiber-cement Siding -

James Hardie:

Mountain Sage  
Timber Bark

CertainTeed:

Seal  
Newport Taupe

Fiber Siding –

LP SmartSide:

Seal  
Bungalow  
Terra Bronze  
Maple  
Chestnut  
Mahogany

**\*\* Window Details**

- a. While not a requirement, a good size for double hungs is 2'6" wide x 4'2" long and for casements is 1'11" wide x 4'3" long.

- b. Double mullion, double hungs should be separated if space allows.
- c. While not a requirement, it is preferable that frames and cladding be the same or a slightly lighter shade than the siding in order to avoid a dark “raccoon eye” effect which “jumps out at you.”
- d. Equal Spacing Examples – equal exterior spacing takes architectural precedence over equal interior spacing in a room. Unless physically impossible due to the floor plan:

Center a window between 2 other windows

Center a window between the building corner and another window

Center a window between a door and another window

- e. At times, such as a wall of kitchen cabinets, it is not possible to install a window to create equal spacing or to break up a long expanse of siding. While not a requirement, it is preferable that, at a minimum cost, the carpenter install a piece of glass with trim to match the real windows. The glass should be painted black as if the lights in the room are off.



520249

**AMENDED AND RESTATED  
DECLARATION OF GILBERT B. MCINTOSH'S WILDFEATHER**

THIS AMENDED AND RESTATED DECLARATION made and entered into this  
12<sup>th</sup> day of May, 2011, by BRUCE W. MCINTOSH, not individually but  
solely as Trustee of the Wildfeather Trust established December 30, 1992, hereinafter  
referred to as "McIntosh").

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Section 1.5. Improvements or Alterations. No residence, building, garage, out-building or other structure and no porch, gate, fence, retaining wall, sea wall, boat slip, boat ramp, boat dock, boat hoist, swimming pool or other improvement or addition to any Lot shall be constructed, erected, or installed, and no exterior alteration (including, without limitation, any change in color) shall be made to any such existing residence, building, garage, out-building or other structure, or to any such porch, gate, fence, retaining wall, sea wall, boat slip, boat ramp, boat dock, boat hoist, swimming pool or other improvement or addition until and unless the plans and specifications for the same, showing the nature, shape, size, design, materials, color, location and landscaping shall have first been submitted to and approved in writing by McIntosh or his successors and assigns along with any reasonable fee required by McIntosh or the Association for professional review.



(h) Any boat dock erected or maintained on a Channel Lot (as defined in Subsection 2.4(f) below) shall be generally parallel to the shore, and any boat hoist on any Channel Lot shall not protrude over the channel bank into the channel. No boat dock on any Lot shall interfere with the navigation of the channel or river by others; and McIntosh, in addition to the other rights reserved herein, shall specifically have the right to specify the maximum dimensions for any boat dock. Boat dock installation, maintenance and use shall be limited to a Lot Owner.

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It seemed only natural to plan a community of homes employing a rustic, traditional architecture which would fit the historic and environmental character of the land. In order to protect Wildfeather and aid residents desiring to construct improvements, the following requirements were developed in conjunction with those found in the Declaration.

1. Before submitting completed plans and specifications, residents should submit preliminary sketches for approval. The sketch should include the basic floor plan, the four elevations, the exterior materials and colors, the location, and the height of the foundation.
2. Location of Improvements
  - a. No house or out-building shall be located closer than 50 feet to the front lot line, 50 feet to the river or channel bank (where the land begins to slope down), or 10 feet to either side lot line.
  - b. Boat docks on the channels shall be parallel to the shore.
  - c. Boat hoists on channel lots shall not protrude over the channel bank into the channel.
3. Colors
  - a. The colors shall be identical for an owner's house, out-building, and boat hoist.
  - b. Colors for all improvements shall be medium to dark shades of green, brown or gray.
  - c. Trim color shall be the same as the siding or a slightly lighter shade.
  - d. Downspouts and gutters shall be the same color as the siding or trim boards behind them.
  - e. Overhead garage doors shall match the siding color.

Wildfeather Architecture and Building Requirements  
Page Two

4. Siding

A natural wood product such as cedar is preferred.

5. Roofs

The roof pitch shall be not less than 5/12.

6. Windows

Windows shall be uniform in size and equally spaced in the elevations. Windows shall be installed to interrupt long expanses of siding.

7. Doors

All doors shall have some type of relief pattern such as a cross buck or panel design. Flush or flat doors are more contemporary and shall be avoided.

8. Fencing

In order to promote a natural, spacious, country-like atmosphere, the use of fencing is prohibited. Privacy should be created using bushes and trees.

These requirements were designed to enhance the value of Wildfeather houses now and in the future. Remember, these restrictions will affect your present and future neighbors. Rest assured that we will make every effort to be most cooperative about the plans for your home, and we are confident that you will cooperate with us in the common purpose of keeping Wildfeather one of the best and most attractive places to live in the area.