



AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF WOODRIDGE CENTER TOWN
HOME OWNER'S ASSOCIATION

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WOODRIDGE CENTER TOWN HOME OWNER'S ASSOCIATION ("Amended and Restated Declaration") is made by the Board of Directors of Woodridge Center Town Home Owner's Association ("Association") as of the date set forth below, effective on the date of recording with the DuPage County Recorder of Deeds.

WITNESSETH:

M WHEREAS, the Association is subject to a Declaration of Covenants, Conditions and Restrictions recorded with the DuPage County Recorder of Deeds on June 3, 1975 as document number R75-25274 ("Original Declaration").

WHEREAS, the Illinois legislature has enacted changes to the laws related to townhome associations in the Illinois Common Interest Community Association Act, Illinois Condominium Property Act, and in the Illinois Not-for-Profit Corporations since the time of recording the Original Declaration, which the Board of Directors of the Association desires to incorporate into this Amended and Restated Declaration and into the Amended and Restated By-Laws, a copy of which such Amended and Restated By-Laws attached hereto as Exhibit "A".

WHEREAS, the Board of Directors of the Association hereby amends and restates the terms of the Association's Original Declaration and By-Laws, and hereby enacts this Amended and Restated Declaration and the Amended and Restated By-Laws attached as Exhibit "A" hereto.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to WOODRIDGE CENTER TOWN HOME OWNERS' ASSOCIATION, an Illinois not for profit corporation, its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean the group of people elected by the Unit Owners as the governing body to exercise for the Unit Owners of the Association all powers, duties and authority vested in the Board of Directors under the Illinois Common Interest Community Association Act, as may be amended from time to time.

Section 3. "Common Area" means the portion of the property other than a unit.

Section 4. "Common Expenses" shall mean the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Association.

Section 5. "Majority of the Owners" means the Owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.

Section 6. "Majority of the Members of the Board" means more than 50% of the total number of persons constituting such Board pursuant to the bylaws.

Section 7. "Meeting of the Board" or "Board Meeting" means any gathering of a quorum of the members of the Board of the Association held for the purpose of conducting Board business.

Section 8. "Organization" shall mean and refer to the Woodridge Center Village IV Organization, an Illinois not for profit corporation, as that organization is more particularly described in its Articles of Incorporation and By-Laws.

Section 9. "Parcel" means the Unit or Units or tract or tracts of land described in the Original Declaration as part of the Association.

Section 10. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

Section 11. "Plat" means a plat or plats of survey of the parcel and of all units in the common interest community, which may consist of a three- dimensional horizontal and vertical delineation of all such units, structures, easements, and common areas on the property.

Section 12. "Property" shall mean and refer to the land, property, and space comprising the Parcel, all improvements and structures erected constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto and all fixtures and equipment intended for the mutual benefit, or enjoyment of the Owners, under the authority or control of the Association.

Section 13. "Record" means to record in the office of the recorder of the county wherein the property is located.

Section 14. "Reserves" means those sums paid by Unit Owners which are separately maintained by the Association for purposes specified by the declaration and bylaws of the Association.

Section 15. "Unit" means a part of the property designed and intended for any type of independent use.

Section 16. "Unit Owner", "Owner" or "Member" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, including without limitation ingress and egress to and from his Unit, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable administrative and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner, and by any persons claiming by, through or under an Owner, for any period during which any assessments against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfers shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded, provided, however, no such dedication shall impair the ingress and egress to any individual Unit.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilitates to the members of his family, his tenants, or contract purchasers who reside on the Properties.

Section 3. Association Easements for Maintenance and Repair. The Association shall have an easement across every Unit within the Properties set forth in the recitals hereto for the limited purposes of maintaining, repairing, painting, or otherwise maintaining the exterior walls and roofs of the living units (excepting glass and screen surfaces) for watering, planting, cutting, removing and otherwise caring for the landscaping up to the exterior walls of the living units on each Unit; for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in underground utility lines owned by the Owners of various Units and for entry into an improvement constructed upon Unit for admittance of such authorized persons as are reasonably necessary in the event of an emergency.

Section 4. Wherever sanitary sewer house connections or water house connections or electricity, gas, telephone, television lines or drainage facilities are installed within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon Units owned by other than the Owner of a Unit served by said connections, the Owners of any Unit served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Units or to have utility companies enter upon the Units within the Properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. The Association shall have one class of voting membership. All Owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any Unit.

Section 3. The Association may suspend the voting rights of an Owner for any period during which any assessment against his Unit remains unpaid.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Unit by acceptance of a deed therefore (whether or not it shall be expressed in such deed) is deemed to covenant and agree to pay to the Association and the Organization, as the case may be: (1) annual and special assessments and charges of the Association, (2) annual and special assessments and charges of the Organization, and (3) individual special assessments and charges leveled against individual Unit Owners to reimburse the Association or the Organization, as the case may be, for extra costs of maintenance and repairs (as provided in Article V hereof), such assessments to be established and collected as hereinafter provided.

The annual, special and capital assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, and such expenses as are referenced in Article XI, Section 1 of the Amended and Restated By-Laws, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by said successor.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the members, and for the improvement and maintenance of the Common Area, including but not limited to private streets and driveways, walkways and private drainage facilities and of the homes situated upon the Properties as more particularly set forth in Article V hereof.

The assessment levied by the Organization shall be used to promote the recreation, health, safety and welfare of its members and for the improvement and maintenance of its Properties and recreational facilities in which it has an interest by way of lease, easement or fee title.

Section 3. Uniform Rate of Assessment. Both annual and special assessments of the Association and of the Organization must be fixed at a uniform rate for all Units and may be collected on a monthly, bi-monthly or quarterly basis at the option of the respective Board of Directors of the Association and of the Organization.

Section 4. Date and Commencement of Annual Assessments: Due Dates. The Board of Directors of both the Association and Organization shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Boards of Directors of both the Association and Organization. The Association or Organization shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association or Organization setting forth whether the assessments on a specific Unit have been paid.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association and Organization. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association and Organization may jointly or separately, and without limitation of any other remedy which they may have at law or in equity, bring an action at law against the Owner personally obligated to pay the same, or take possession of or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the property owned or controlled by the Organization or the Common Area of the Association, or by abandonment of his Unit.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V MAINTENANCE

The Association shall have the duty to maintain the Common Area and any improvements thereon and the Association shall also provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: Paint (to the extent that the following items or portions thereof are customarily painted), repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass or screen surfaces or patio ground areas.

In the event that the need for maintenance or repairs is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, the cost of such maintenance and repairs shall be added to and become part of the assessment to which Owner's Unit is subject. Without limitation of the foregoing, the Owner shall pay the Association the amount of such costs within

thirty (30) days following the date a statement for such costs is submitted by the Association to the Owner.

ARTICLE VI
USE RESTRICTIONS

Section 1. Nothing shall be done or kept on any Unit or in any Common Area which will increase the rate of insurance on any Common Area without the written approval of the Association. No Owner shall permit anything to be done or kept on any Unit, or in any Common Area, which will result in the cancellation of insurance on any Common Area or which would be in violation of any law.

Section 2. No sign of any kind shall be displayed to the public view on or from any Unit or any Common Area, without the approval of the Association.

Section 3. No animals of any kind shall be raised, bred, or kept on any Unit, or in any Common Area, except that dogs, cats or other household pets may be kept in units subject to the rules and regulations of the Association, except that no animals shall be kept, bred or maintained for any commercial purpose, and provided that owners of such animals shall collect and appropriately dispose of excrements from such animals.

Section 4. The Owner shall not permit or suffer anything to be done or kept upon said premises which will obstruct or interfere with the rights of others Owners, or annoy them by unreasonable noise or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any illegal act to be committed thereon. The Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to the said premises.

Section 5. Nothing shall be done in, or on any Unit or in, or to any building or other improvement in any Common Area which would structurally chance any such building or other improvement except as is otherwise provided herein.

Section 6. There shall be no structural alteration, addition, construction or removal of any building, fence or other structure on the Properties without the approval of the architectural control committee as set forth in Article IX hereof. No building, fence or other structure shall be constructed upon any portion of any Common Area other than by the Association pursuant to Section 4 of Article IV hereof.

Section 7. No antennas for television or radio reception or broadcasting shall be affixed in any manner or maintained on the roofs or any exterior portion of any building or Unit unless it is a satellite dish or antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. The Association may enact reasonable rules and regulations relating to the number, placement, location and aesthetics of any such permitted satellite dish.

Section 8. No professional, commercial or industrial operations of any kind shall be conducted in or upon any unit or Unit or the Common Area.

Section 9. Except as permitted by the Association, no vehicle other than passenger automobiles and station wagons shall be parked or stored on any Unit or in any Common Area so as to be visible from the street. No vehicle shall be repaired or rebuilt on any Unit or in any garage or any Common Area so as to be visible from the street. No Owner shall park, for longer than 8 hours, any truck, trailer, boat, camper or other commercial or recreational vehicles in any open area, Common Area, street, driveway or guest parking area.

Section 10. No trash, garbage or other waste shall be kept except in sanitary containers approved by the Association for such purposes. All equipment for the storage of such material shall be kept in a clean and sanitary condition and shall be enclosed to as to not be visible from any street or alley except on the days of regularly scheduled collection.

Section 11. Snowmobiles, mini-bikes and similar motorized vehicles shall not be operated or maintained on or over the Properties or on or over any properties which are owned or under the control of the Organization, except that the Association and Organization, and their designated managing agents, may use such vehicles but only to the extent that the use of such vehicles are reasonably necessary for the inspection, service and maintenance of the Properties or the Properties of the Organization.

ARTICLE VII AUXILIARY RESIDENCES

No garage, basement, building, shack, barn, tent, trailer or temporary structure to be used or occupied as a residence, either temporary or permanently, shall at any time be placed on, erected, constructed or maintained on any Unit. The work of constructing any residence or structure permitted by these covenants, conditions and restrictions shall, after commencement, be prosecuted diligently to completion.

ARTICLE VIII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in

proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 7. Cross Easement. In the event any party wall shall be found to be not precisely upon the Unit line intended but is located within 18 inches in either direction from said Unit line, an easement over the adjoining Unit for the purpose of accommodating such encroachment to the extent of such encroachment is hereby declared.

ARTICLE IV ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior color change or addition to or change or alteration thereon be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural control committee of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE X EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision of the Properties recorded with the Original Declaration. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Unit and all improvements in it shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XI
SURFACE WATERS

Each owner of a Unit in the Properties agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his Unit, from adjoining or other Units in the Properties, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Unit.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, Organization, and any Owner, or any of them, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Organization, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of rights to do so thereafter. All expenses of the Organization, Association and Owner, as the case may be, in connection with such actions or proceedings, including court costs and attorneys fees and other fees and expenses, and all damages liquidated or otherwise, together with interest thereon at the rate of 6% per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of the assessment against his Unit. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Organization, Association or Unit Owners, as the case may be.

Section 2. Severability. Invalidation of nay of one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Easements Appurtenant. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

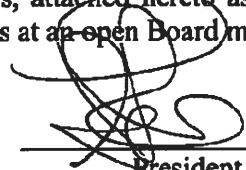
Section 4. Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Properties for a term of twenty (20) years from the date that this Amended and Restated Declaration is recorded, after which time they shall automatically extended for successive periods of ten (10) years. This Declaration shall be amended by an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners provided that no amendment which amends Section 5 of this Article XII shall be effective until such amendment shall be approved in writing by the Village of Woodridge, which approval shall not be unreasonably withheld provided that the Declaration, after such

amendment, provides in substance that the said Village in the reasonable and proper exercise of its inherent police powers may enter upon the Common Area or portions thereof for the purpose of maintaining reasonable health and safety standards. The amendment must be recorded.

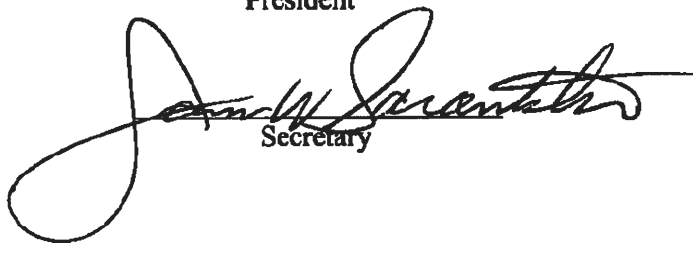
Section 5. Easement in Favor of the Village of Woodridge. The Village of Woodridge shall have an easement over the Common Area for the purposes of snow removal, police patrol, trash collection and all other purposes necessary and proper in the reasonable and proper exercise of its inherent police power for the health, safety and welfare of the Association members.

Section 6. To the extent of any inconsistencies between the terms of the Original Declaration and the terms of this Amended and Restated Declaration, the terms of this Amended and Restated Declaration shall control.

The undersigned hereby certifies that the terms of this Amended and Restated Declaration and the terms of the Amended and Restated By-Laws, attached hereto as Exhibit "A", have been approved by the members of the Board of Directors at an open Board meeting.



President



Secretary

Date: MAY 17, 2012

Prepared by and after
recording mailing to:
Mark D. Roth
Orum & Roth LLC
53 West Jackson Blvd.
Suite 620
Chicago, IL 60604
(312) 922-6262

Exhibit "A" To Amended and Restated Declaration

**AMENDED AND RESTATED BY-LAWS
OF WOODRIDGE CENTER TOWN HOME OWNERS' ASSOCIATION**

ARTICLE I

NAME AND LOCATION. The name of the corporation is WOODRIDGE CENTER TOWN HOME OWNERS' ASSOCIATION, hereinafter referred to as the "ASSOCIATION". The principal office of the corporation shall be located in the Village of Woodridge, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of DuPage, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to WOODRIDGE CENTER TOWN HOME OWNERS' ASSOCIATION, an Illinois not for profit corporation, its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean the group of people elected by the Unit Owners as the governing body to exercise for the Unit Owners of the Association all powers, duties and authority vested in the Board of Directors under the Illinois Common Interest Community Association Act, as may be amended from time to time.

Section 3. "Common Area" means the portion of the property other than a unit.

Section 4. "Common Expenses" shall mean the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Association.

Section 5. "Majority of the Owners" means the Owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.

Section 6. "Majority of the Members of the Board" means more than 50% of the total number of persons constituting such Board pursuant to the bylaws.

Section 7. "Meeting of the Board" or "Board Meeting" means any gathering of a quorum of the members of the Board of the Association held for the purpose of conducting Board business.

Section 8. "Organization" shall mean and refer to the Woodridge Center Village IV Organization, an Illinois not for profit corporation, as that organization is more particularly described in its Articles of Incorporation and By-Laws.

Section 9. "Parcel" means the Unit or Units or tract or tracts of land described in the Original Declaration as part of the Association.

Section 10. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

Section 11. "Plat" means a plat or plats of survey of the parcel and of all units in the common interest community, which may consist of a three- dimensional horizontal and vertical delineation of all such units, structures, easements, and common areas on the property.

Section 12. "Property" shall mean and refer to the land, property, and space comprising the Parcel, all improvements and structures erected constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto and all fixtures and equipment intended for the mutual benefit, or enjoyment of the Owners, under the authority or control of the Association.

Section 13. "Record" means to record in the office of the recorder of the county wherein the property is located.

Section 14. "Reserves" means those sums paid by Unit Owners which are separately maintained by the Association for purposes specified by the declaration and bylaws of the Association.

Section 15. "Unit" means a part of the property designed and intended for any type of independent use.

Section 16. "Unit Owner", "Owner" or "Member" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Unit Owners shall be held on the third Monday in May of each calendar year at the hour of 7:30 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The purpose of the annual meeting shall be to elect Board Members and to transact any other lawful business. If no election is held to elect Board Members within the time period specified herein, or within a reasonable amount of time thereafter not to exceed 90 days, then 20% of the Unit Owners may bring an action to compel compliance with the election requirements specified in these By-laws. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board, the unit owners shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then these provisions relating to recovering fees and costs set forth in this Section shall not apply.

Section 2. Members of Association. The Association shall have one class of membership. Each Unit Owner shall be a member of the Association as long as he shall be a Unit Owner and such membership shall automatically terminate upon the sale, transfer or other disposition by the member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. Each Unit shall have one vote in any matter upon which the Unit Owners may vote.

Section 3. Voting Rights. Any or all Owners may be present at any meeting of the Unit Owners. The purchaser of a Unit from a seller pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

Section 4. Voting in Person or by Proxy. Unit Owners may vote in person or by proxy. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney-in-fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present at a meeting, she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, and if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit, there is deemed to be majority agreement.

Section 5. Unit Owner Meetings. The meetings of the Unit Owners shall be held as herein provided.

(a) **Quorum:** Meetings of the Unit Owners shall be held at the Property or at such other place within DuPage County as may be designated by the Board in any notice of a meeting. A quorum of Unit Owners for any Unit Owner meeting shall be constituted by Unit Owners, represented in person or by proxy, having at least twenty percent (20%) of the votes entitled to be cast 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. Unless otherwise expressly provided for herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) **Special Meetings:** A majority of the Board, the President of the Board or twenty percent (20%) of the Unit Owners may call a special meeting for the purpose of considering matters which, by the terms of the Declaration or these By-Laws require the approval of all or some of the voting members, or for any other reasonable purpose. Matters to be submitted at special meetings shall first be submitted to the Board at least ten (10) days and no more than thirty (30) days prior to the special meeting. The Board shall then submit the matter to the members.

(c) Matters Subject to Member Vote: Matters subject to the affirmative vote of not less than two thirds (2/3) of the vote of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to: (i) merger or consolidation of the Association; and ii) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association.

(d) Notices of Unit Owner Meetings: Notices of meetings of the Unit Owners required to be given herein may be delivered either personally or by mail to the Unit Owners, addressed to each Owner at the address given by him to the Board for the purpose of serving notice or, if no address has been given to the Board, to the Unit of the Owner with respect to which the voting right appertains. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the Owner at his address as it appears on the records of the Association, with proper postage thereon prepaid. Notices shall be delivered no less than ten (10) days and no more than thirty (30) days before the date fixed for the meeting. Notices shall state the time and place of the meeting and the matters to be considered. Copies of the notices or meetings shall be posted at least 48 hours prior to the meeting in entranceways, common areas or other conspicuous places on the Property as determined by the Board.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors elected from among the Unit Owners. If there are multiple owners of a single Unit only one of the multiple owners shall be eligible to serve as a member of the Board at any one time.

Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one year, three directors for term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years. Board members may succeed themselves.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for elections to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election of the Board of Directors shall be by secret written ballot. As such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETING OF DIRECTORS

Section 1. Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors elected or appointed in the manner herein provided. Each member of the Board shall be an Owner. If, however, an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then a designated agent of the corporation, partnership, trust, or other legal entity, shall be eligible to serve as a member of the Board.

Section 2. Regular Meetings Of The Board. The Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum of the Board exists. Meetings of the Board may be called, held and conducted in accordance with regulations adopted by the Board. The Board shall meet no less than four (4) times per year. A majority of the total number of members of the Board shall constitute a quorum.

Section 3. Removal of Board Members. Any Board member may be removed from office by the affirmative vote of the Unit Owners having at least two-thirds (2/3) of the total votes at any special meeting called for that purpose.

Section 4. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds (2/3rds) vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected until the next annual meeting of the members of the Association; provided that if a petition signed by members of the Association holding twenty percent (20%) of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board may resign at any time by written resignation delivered or

mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members of the Association may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 5. Notice Of Regular Board Meetings. Notice of each meeting of the Board shall be mailed or delivered to each Unit Owner at least forty-eight (48) hours before the meeting. Copies of notices of meetings of the Board shall be posted in entranceways, common areas or other conspicuous places the property at least forty-eight (48) hours prior to the meeting of the Board. The business to be transacted at, or the purpose of any meeting of the Board, shall be specified in the notice.

Section 6. Open Meetings. All meetings of the Board, whether regular or special, shall be open to attendance by any Unit Owner, except for meetings: (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (b) to consider third party contracts or information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of the Declaration, these By-Laws or rules and regulations adopted by the Board; or (d) to discuss a Unit Owner's unpaid share of Common Expenses. Any vote on matters which may be discussed at a meeting not open to attendance by any Unit Owner must be taken at a meeting open to all Unit Owners. Any Unit Owner may record the proceedings at meetings required to be open pursuant to the Act by tape, film or other means, provided, however, that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. The Board shall reserve a portion of the meeting of the Board for comments by unit owners; provided, however, the duration and meeting order for the unit owner comment period is within the sole discretion of the Board.

Section 7. Special Meetings Of The Board. Special meetings of the Board may be called by or at the request of the President or 25% of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 8. Notice for Special Board Meetings and Meetings to Adopt a Budget or Special Assessment. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least 48 hours prior to the date of such special meeting. Notices of a meeting concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a special assessment which must be mailed to the Unit Owners no less than ten (10) days and nor more than sixty (60) days prior to the adoption. Any person entitled to such notice may waive such notice in writing before the meeting is convened. All such notices shall be deemed to be delivered when either hand delivered or mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon paid. The business to be transacted at, or the purpose of any special meeting of the Board, shall be specified in the notice. Copies of said notice of meetings of the Board shall be posted in entranceways or other conspicuous places in the Property designated by the Board at least 48 hours prior to the meeting.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

In addition to the duties and powers inherently charged to and possessed by Association as an Illinois not-for-profit corporation and by the directors thereof and the duties and powers enumerated in the Declaration and in the Articles of Incorporation of the Association, or elsewhere provided for, and without limiting the generality of the same, the Association and the directors thereof shall have the following duties and powers:

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the facilities which it owns or leases, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, including but not limited to the power to levy and collect fines for the violation of any Declaration, these By-Laws and the rules and regulations of the Association after notice and an opportunity to be heard;
- (b) suspend the right to use of the recreational facilities by a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association and the Organization. Such rights may also be suspended for periods specified in the Declaration for infractions of published rules and regulations;
- (c) declare that a directorship of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) cooperative with the Organization in notifying, collecting and enforcing by all unlawful methods of the assessments of the Organization;
- (e) grant easements where necessary or appropriate for public utilities over the Common Area; and
- (f) employ a manager or other persons and to contract with independent contractors, managing agents, collections agents and other to perform and effectuate all or any part of the duties and powers of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to;

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Representatives who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) fix the amount of the annual assessment against each Unit subject to the Declaration at least thirty (30) days in advance of each annual assessment period;

(d) send written notice of each assessment to every Member subject thereto at least thirty (30) in advance of each annual assessment period;

(e) foreclose the lien against, and take possession of, any property for which assessments are paid within thirty (30) days after due date, and to bring an action at law against the owner personally obligated to pay the same;

(f) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid and whether or not specifically described property is subject to the Declaration. A reasonable charge may be established by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) procure and maintain adequate liability and hazard insurance on property owned or leased by the Association;

(h) obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the association plus the association reserve fund;

(i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(j) cause the Common Area to be managed and maintained, and when reasonably required cause the private roads within the Common Area to be snowplowed;

(k) pay any real and personal property taxes and other charges assessed against the Common Area;

(l) maintain such policy or policies of insurance at all times as the Board of Directors deems necessary or desirable in furthering the purpose of and protecting the interest of the Association, and its property, members, officers, and directors;

(m) own, maintain, and otherwise manage the Common Area, and all facilities, improvements, sidewalks, parking areas, exterior lighting, and landscaping situated on the Common Area;

(n) obtain, for the benefit of the Common Area appropriate water, gas, and electric service, refuse collection and similar services;

(o) establish and maintain a working capital and contingency fund with respect to the operations of the Association in the amount determined from time to time by the Board of Directors shall deem fit, consistent with the terms and provisions of the Declaration. Funding may be provided by means of annual assessments hereinabove provided;

(p) cooperative with the Organization in notifying the members of, and collecting and enforcing by all unlawful methods, the assessments of the Organization, and otherwise cooperative with the Organization in publicizing and enforcing the rules, regulations and policies of the Organization;

(q) cause the roofs and exteriors (except patio ground areas and all glass and screen surfaces) of all residential and accessory buildings to be repaired painted and maintained, in accordance with standards established by the Board of Directors; and

(r) cause the lawns, trees, plants and other improvements from the exterior walls of the residential units to the lot lines to be watered, cut and maintained, except such improvements and plantings installed by any resident.

Section 3. Duties In The Event Of Resale Of A Unit. In the event of any resale of a unit in the Association, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

- (1) A copy of the declaration, other instruments, and any rules and regulations.
- (2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.
- (3) A statement of any capital expenditures anticipated by the association within the current or succeeding two fiscal years.
- (4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board.
- (5) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.
- (6) A statement of the status of any pending suits or judgments in which the Association is a party.

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within 30 days after receiving a written request for such information. A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the association or the board to the unit seller for providing the information.

Section 4. Contracts with Board Members. A member of the Board of the Association may not enter into a contract with a current Board member, or with a corporation or partnership in which a Board member or a member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to unit owners within 20 days after a decision is made to enter into the contract and the unit owners are afforded an opportunity by filing a petition, signed by 20% of the unit owners, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board member's immediate family means the board member's spouse, parents, and children.

Section 5. Display of American Flag. The Board may not prohibit the display of the American flag or a military flag, or both, on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but a Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be president, vice-president, and a representative to the Organization, each of whom shall at all times be members of the Board of Directors, a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person other than the representative to the Organization shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and, unless the authority is delegated to a management agent, shall co-sign all checks and promissory notes.

Vice-President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Representative to the Organization

(c) The representative to the Organization shall represent the Association and shall cast votes (either in person or by proxy) on behalf of the Association at all meetings of the representatives to the Organization which are held pursuant to the By-Laws of the Organization, and shall serve as a liaison between the Organization and the Association.

Secretary

(d) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(e) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disperse such funds as directed by resolution of the Board of Directors; shall, unless the authority is delegated to a management agent, sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
BOOKS AND RECORDS

The Board shall maintain the following records of the association and make them available for examination and copying at convenient hours of weekdays by any Unit Owner:

- (i) Copies of the recorded declaration, other community instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, annual reports, and any rules and regulations adopted by the Board.
 - (ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board.
 - (iii) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.
 - (iv) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the unit owners, which shall be maintained for not less than one year.
 - (v) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986.
 - (vi) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the unit owner and a designation shall remain in effect until a subsequent document is filed with the Association.
- (2) Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the board.
- (3) A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.
- (4) If the Board fails to provide records properly requested under paragraph (1) of this subsection (i) within the time period provided in that paragraph (1), the unit owner may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the unit owner prevails and the court finds that such failure is due to the acts or omissions of the Board.

ARTICLES X
COMMITTEES

The Board of Directors shall appoint by resolution a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint by resolution such other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
ASSESSMENTS

Section 1. Obligation to Pay Assessments. As more fully provided in the Declaration and the By-Laws of Organization, each member is obligated to pay to the Association and Organization annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Association or the Organization, or both, may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against and take possession of the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. In addition to attorney's fees and costs, fees pertaining to the collection of a unit owner's financial obligation to the Association, including fees charged by a manager or managing agent, shall be added to and deemed a part of a unit owner's respective share of the common expenses provided that: (i) the managing agent fees relate to the costs to collect common expenses for the association; and (ii) the fees are set forth in a contract between the managing agent and the association. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

Section 2. Preparation of Estimated Budget and Annual Accounting. Each year on or before November 15, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with the reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall at least thirty (30) days but no more than sixty (60) days prior to the final adoption thereof by the Board notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof, including an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The Board shall give each Owner at least ten (10) days but no more than sixty (60) days notice in writing of any meeting of the Board concerning the adoption of the proposed budget. The estimated cash requirement shall be assessed to the Owners through a regular assessment which may be assessed monthly, bi-monthly or on any other basis as determined by the Board. On or before January 1 of the ensuing year each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, the regular assessment. On or before April 1 of each calendar year the Board shall provide all unit owners with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

Section 3. Reserve for Contingencies and Replacement. All budgets adopted by the Board shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Areas and for any Maintenance described in Article V of the Amended and Restated Declaration.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of the Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual assessments plus special assessments, if any.

Section 5. Contesting Budget Increases. If an adopted budget or any special assessment adopted by the Board would result in the sum of all regular and special assessments payable in the current fiscal or calendar year exceeding one hundred fifteen (115%) percent of the sum of all regular and special assessments payable during the preceding fiscal year, then the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners, within thirty (30) days of the date of delivery of the petition, to consider the budget or special assessment. Unless a majority of the total votes of the Unit Owners are cast at such meeting to reject the budget or special assessment, it is ratified, whether or not a quorum is present. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by Section 6, below, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

Section 6. Emergency or Additional Assessments. Any common expense not set forth in the annual budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all of the Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner's approval. As used herein "emergency" means an immediate danger to the structural integrity of the Common Areas or to the life, health, safety or property of the Unit Owners. Assessments for additions and alterations to the Common Areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to the approval of two-thirds of the total vote of all Unit Owners. Each Unit Owner shall receive notice, in the same manner as is provided for membership meetings, of any meeting of the Board concerning the adoption of a separate (special) assessment.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: TOWN HOME OWNERS' ASSOC.

ARTICLE XII
AMENDMENTS

Section 1. Amendment to By-Laws. These Amended and Restated By-Laws may amended, at a regular or special meeting of the members, by a majority vote of the votes present in person or by proxy at such meeting. Amendments to these By-Laws shall be Recorded.

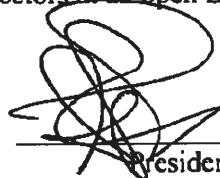
Section 2 Conflict Between Documents. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. In the event of a conflict between this Amended and Restated By-Laws and the original By-Laws, the terms of the Amended and Restated By-Laws shall control.

ARTICLE XIV
MISCELLANEOUS

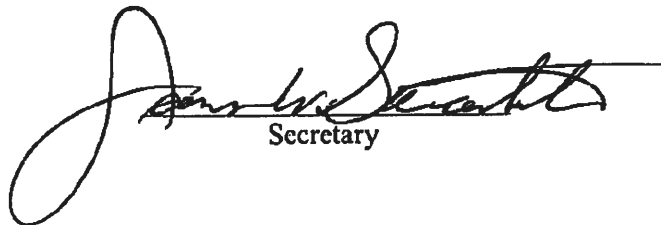
Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Leases Subject to Governing Documents. The provisions of the Illinois Common Interest Community Association Act, as may be amended from time to time, as well as the Amended and Restated Declaration, Amended and Restated By-Laws and rules and regulations that relate to the use of an individual Unit or the Common Areas shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Association or if the least is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

The undersigned hereby certifies that the terms of this Amended and Restated By-Laws have been approved by the members of the Board of Directors at an open Board meeting.



President



Secretary

Date: MAY 17, 2012

Prepared by and after
recording mailing to:
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