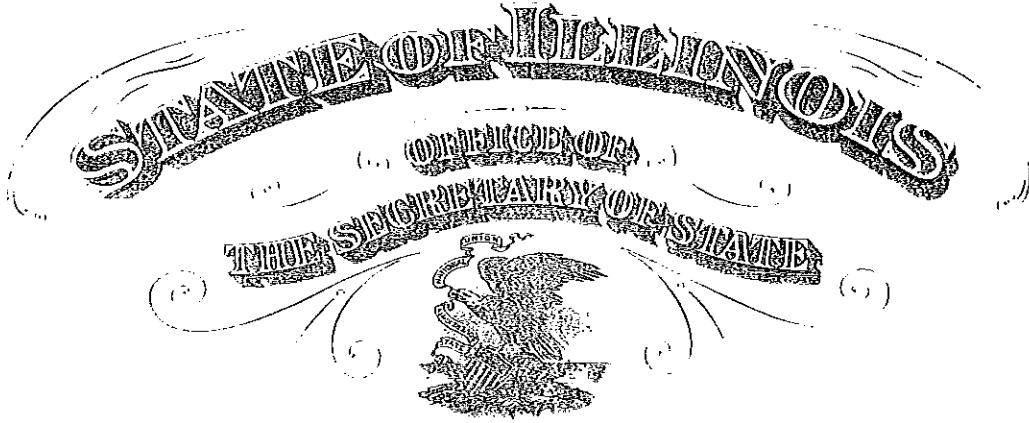


5  
A.C.

Certificate Number 24029

R74-3581



To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of Incorporation duly signed and verified of

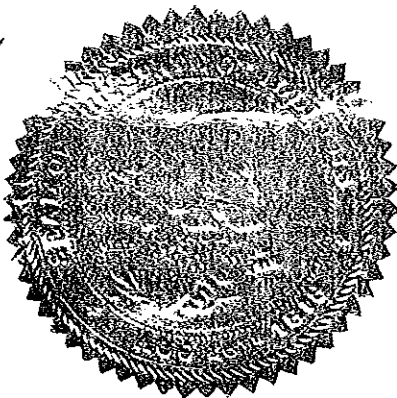
WOODRIDGE GINGER PATIO HOME OWNERS' ASSOCIATION

have been filed in the Office of the Secretary of State on the 3rd day of July A. D. 1974, as provided by the "GENERAL NOT FOR PROFIT CORPORATION ACT" of Illinois, approved July 17, 1943, in force January 1, A. D. 1944;

Now Therefore, I, MICHAEL J. HOWLETT, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation and attach thereto a copy of the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois. Done at the City of Springfield, this 3rd day of July AD. 1974 and of the Independence of the United States the one hundred and 98th

Michael J. Howlett  
SECRETARY OF STATE



236283  
DU PAGE CO. DIV.

ARTICLES OF INCORPORATION  
UNDER THE  
GENERAL NOT FOR PROFIT CORPORATION ACT  
(These Articles Must Be Filed in Duplicate)

R74-3581

(Do Not Write in This Space)

Date Paid 7-3-74  
Filing Fee \$ 25.00  
Clerk W.  
Fg

To JOHN W. LEWIS, Secretary of State, Springfield, Illinois.

We, the undersigned,

(Not less than three)

Name	Number	Street	Address City	State
A. H. Fornell	6955	Woodridge Drive	Woodridge	Illinois
William Luedtke	6955	Woodridge Drive	Woodridge	Illinois
Herbert Nadelhoffer	6955	Woodridge Drive	Woodridge	Illinois

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

- The name of the corporation is: WOODRIDGE CENTER PATIO HOME OWNERS' ASSOCIAT
- The period of duration of the corporation is: Perpetual  
(Please state "perpetual" or a definite number of years)
- The address of its initial Registered Office in the State of Illinois is: 6955 Woodridge Drive  
~~8044~~ in the Village of Woodridge (60515) County of DuPage and  
(Zip Code)  
the name of its initial Registered Agent at said Address is: A. H. Fornell
- The first Board of Directors shall be nine in number, their names and addresses being as follows:  
(Not less than three)

Name	Number	Street	Address City	State
A. H. Fornell	6955	Woodridge Drive	Woodridge	Illinois
William Luedtke	6955	Woodridge Drive	Woodridge	Illinois
Charles T. Ganser	6955	Woodridge Drive	Woodridge	Illinois
Herbert Nadelhoffer	6955	Woodridge Drive	Woodridge	Illinois
James Coffey	6955	Woodridge Drive	Woodridge	Illinois

- The purpose or purposes for which the corporation is organized are:  
See Rider attached hereto and made a part hereof

Additional Directors:

Carole Mychaels	6955 Woodridge Drive	Woodridge	Illinois
S. N. Greenberger	120 South LaSalle Street	Chicago	Illinois
A. S. Adsit	120 South LaSalle Street	Chicago	Illinois
Donald J. Haverland	6955 Woodridge Drive	Woodridge	Illinois

(30727)  
07-9

6. See Rider Attached hereto and made a part hereof.

R74-35813

(NOTE: Any special provision authorized or permitted by statute to be contained in the Articles of Incorporation, may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

Arthur J. Fornell  
William [unclear]  
Herbert Nadelhoffer } Incorporators

ACKNOWLEDGMENT

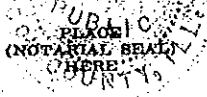
STATE OF ILLINOIS, }  
County of Cook } ss.

I, Andrew S. Adsit a Notary Public do hereby certify that on the  
\_\_\_\_\_ day of \_\_\_\_\_, 1974, A. H. Fornell, William  
(Names of Incorporators)

Luedtke and Herbert Nadelhoffer

personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Andrew S. Adsit  
Notary Public

FORM NP-29  
ARTICLES OF INCORPORATION  
under the  
GENERAL NOT FOR PROFIT  
CORPORATION ACT  
of

**FILED**  
JUL - 3 1974  
Michael J. Howlett  
Secretary of State

(These Articles Must Be Executed and Filed in Duplicates)  
Filing Fee \$25.00  
Rev. 2, 11-63 (53283-20M-2-72) 5

5. The purpose and purposes for which the corporation is organized are:

This corporation (hereinafter called the "Association") does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within certain property, including without limitation the property described in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") recorded in DuPage County, Illinois as Document No. R74-33630, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, except as may otherwise be provided in the Declaration;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the General Not for Profit Corporation Act of the State of Illinois by law may now or hereafter have or exercise.

6. Special Provisions:

MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners (as defined in the Declaration) with the exception of the Declarant (as defined in the Declaration) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned by the Declarant. The Class B membership shall cease and converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership; or
- (b) on December 31, 1978.

BOARD OF DIRECTORS. The affairs of this Association shall be managed by a Board of Directors, consisting of the number of members thereof as provided in the By-Laws of the Association from time to time and who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

DISSOLUTION. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association,

other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

AMENDMENTS. Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

FHA/VA APPROVAL. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

SFA

DRAFT OF 4

Return to

ANDREW S. ADSIT  
120 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60603

THIS INSTRUMENT WAS PREPARED BY

Andrew S. Adsit  
ARNSTEIN, GLUCK, WEITZENFELD & MINOW  
120 S. LA SALLE ST.  
CHICAGO, ILLINOIS 60603

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trust under Trust Agreement dated August 24, 1972 and known as Trust No. 60501, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Village of Woodridge, County of DuPage, State of Illinois, which is more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

RECORDED  
DU PAGE COUNTY

1974 JUL -3 PM 3:15

R74 - 33630

*George V. Russell*

19<sup>00</sup>  
Pd



Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Outlots 1 and 2 of Woodridge Center Unit Three, being a subdivision of part of the Southwest 1/4 of Section 24, Township 38 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded June 18, 1973 as Document No. R73-35721, in DuPage County, Illinois.

Section 5. "Lot" shall mean and refer to any residential plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under Trust Agreement dated August 24, 1972 and known as Trust No. 60501, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Developer" shall mean and refer to Rossmoor Association (a limited partnership of Illinois and the Owner of the beneficial interest of said Trust No. 60501 of which Declarant is the Trustee), its successors and assigns.

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

## 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 Lot, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission 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 assessment against his Lot 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 transfer 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 Lot.

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

Section 3. Association Easements for Maintenance and Repair. The Association shall have an easement across every Lot within the Properties set forth in the recitals hereto for the limited purposes of maintaining, repair 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 Lot; for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in underground utility lines owned by the Owners of various Lots and for entry into an improvement constructed upon a Lot for admittance of such authorized persons as are reasonable necessary in the event of an emergency.

Section 4. Wherever sanitary sewer house connections or water house connections or electricity, gas, or telephone, television lines or drainage facilities are installed within the Properties, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owners of any Lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have utility companies enter upon the Lots 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 Lot 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 Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned by the Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when, after all annexations, the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on December 31, 1978.

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

#### ARTICLE IV

#### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot by acceptance of a deed therefore (whether or not it is 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 levied against individual Lot Owners to reimburse the Association or the Organization, as the case may be, for extra costs for maintenance and repair (as provided in Article V hereof), such assessments to be established and collected as hereinafter provided.

The Developer, for each Lot owned or controlled within the Property hereby covenants and agrees to pay to the Association and the Organization annual and special assessments and charges of the Association and Organization to the extent required in Section 7 of this Article IV.

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, 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 Assessments. 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 assessments 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. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment of the Association shall be \$252 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment of the Association may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment of the Association may be increased above 5% by a vote or written assent of two-thirds (2/3) of each class at a meeting duly called for this purpose.

(c) Increases in assessments for the purpose of providing for the payment of increases in general real estate and personal property taxes from those paid by the Association during the preceding calendar year shall not be subject to the limitations provided in Sections 3 (a) and 3(b) of this Article IV, provided that the amount of such increase is clearly identified in the assessment notice.

(d) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments of the Association for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members, and provided that, in the event any such special assessment is to be in effect for a period in excess of a single assessment year, such special assessment shall be subject to the approval of the applicable agency, if any, set forth in Section 6 of Article XII hereof.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 15 days nor more than 40 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half

R7A-33630

(1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rules Governing Assessments of Organization. The ability of the Organization to levy annual assessments, special assessments, penalties and the procedure for establishing the annual and special assessments and penalties shall be governed by the Declaration relating to the Organization as amended from time to time, and such Declaration is incorporated herein by reference as if fully set forth herein.

Section 7. 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 Lots and may be collected on a monthly, bi-monthly or quarterly at the option of the respective Boards of Directors of the Association and of the Organization.

The Developer shall be obligated to pay the full assessments on each Lot owned by the Developer or the Declarant except that, notwithstanding anything to the contrary contained in this Declaration, the assessments on each vacant Lot or unoccupied dwelling owned by the Developer or the Declarant shall be reduced and limited to (and not less than) twenty five per cent (25%) of the assessments fixed with respect to Lots owned or controlled by Owners other than the Developer and the Declarant.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments of both the Association and the Organization provided for herein shall commence as to each Lot initially subject to this Declaration on the first day of the month following the conveyance of the first day of the month following the conveyance of the first Lot by the Developer to an Owner, and as to each Lot which may become subject to this Declaration by annexation (as provided in Section 7 of Article XII hereof) on the first day of the month following the date upon which an instrument is recorded with the Recorder of Deeds of DuPage County, Illinois, which instrument causes such Lot to be subject to the terms and provisions of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Boards of Directors of both the Association and Organization shall fix the amount of the annual assessment against each Lot 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 officer of the Association or Organization setting forth whether the assessments on a specified Lot have been paid.

Section 9. 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 Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot 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 Lot 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 Lot 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 a part of the assessment to which such Owner's Lot is subject. Without limitation of the foregoing, the Owner shall pay to the Association the amount of such costs within thirty 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 Lot 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 Lot 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 Lot or any Common Area, without the approval of the Organization, except such signs as may be used by Developer in connection with the development of the project and sale of Lots.

Section 3. No animals of any kind shall be raised, bred, or kept on any Lot, 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 other 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 Lot or in, on, or to any building or other improvement in any Common Area which would structurally change 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 such building and structures as shall be constructed (A) by the Developer (or a person to whom Developer assigns its rights as Developer), or (B) 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 Lot.

Section 8. No professional, commercial or industrial operations of any kind shall be conducted in or upon any unit or Lot or the Common Area except such temporary uses as shall be permitted by Developer while the development is being constructed and Lots are being sold by the Developer.

Section 9. Except as permitted by the Association, no vehicle other than passenger automobiles and stationwagons shall be parked or stored on any Lot or in any Common Area so as to be visible from the street. No vehicle shall be repaired or rebuilt on any Lot or in any garage or in 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 vehicle 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 purpose. All equipment for the storage of such material shall be kept in a clean and sanitary condition and shall be enclosed so 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 Developer, 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

Except as to Developer or its agents or employees, no garage, basement, building, shack, barn, tent, trailer or temporary structure to be used or occupied as a residence, either temporarily or permanently, shall at any time be placed on, erected, constructed or maintained on any Lot. 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 Lots 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 provision 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 contribution 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 Easements. In the event any party wall shall be found to be not precisely upon the Lot line intended but is located within 18 inches in either direction from said Lot line, an easement over the adjoining Lot for the purpose of accommodating such encroachment to the extent of such encroachment is hereby declared.



## ARTICLE IX

### 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 Organization. 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, together with any and all additional easements, and rights of way for a similar purpose or purposes as it may be necessary to grant and record during the period between the date of recordation of the aforesaid plat of subdivision, and the date of closing of the sale by Developer of any Lot or Lots which are directly affected by said additional easements and/or rights of way. 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 Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

## ARTICLE XI

### SURFACE WATERS

Each Owner of a Lot in the Properties agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his Lot, from adjoining or other Lots 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 Lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time grading of the Properties, including the landscaping, if any, of each Lot in the Properties was completed by the Developer.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, Organization, and any Council 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 the right 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 Lot. 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 Owners, as the case may be.

Section 2. Severability. Invalidation of any 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 Declaration shall run with and bind the Properties for a term of twenty (20) years from the date that this Declaration is recorded, after which time the same shall be 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 Lot 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 Areas 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. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of Declaration of Covenants, Conditions and Restrictions.

Section 7. Annexation. (a) Except as provided in subparagraph hereof, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each Class of members.

(b) Additional land within the area commonly known as Woodridge, the general plan for which is shown in Exhibit C to the Annexation Agreement of July 20, 1972 by and between the Village of Woodridge, a Municipal corporation of Illinois, and the corporate authorities thereof, and Chicago Title and Trust Company, as Trustee under a Trust Agreement dated March 22, 1972, and known as Trust No. 59509, Northern Illinois Gas Company, Joseph Kuehl, Emma K. Kuehl, as Developer, as such general plan may from time to time be amended and may be annexed by the Declarant without the consent of members within six (6) months of the date of this instrument provided that (i) the Federal Housing Administration or the Veterans Administration (or either of them) determines that the annexation is in accord with the general plan heretofore approved by them; and (ii) the areas to be annexed do not include areas shown generally on said plan for development as apartments or the uses shown on said plan for the Village Center.

Section 8. The Developer joins in this Declaration for the purpose of acknowledging its obligations hereunder including without limitation its obligation to pay assessments as provided in Article IV hereof.

Section 9. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described hereat and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, is expressly waived and released.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3<sup>rd</sup> day of JULY, 1974.

CHICAGO TITLE AND TRUST COMPANY  
as Trustee aforesaid

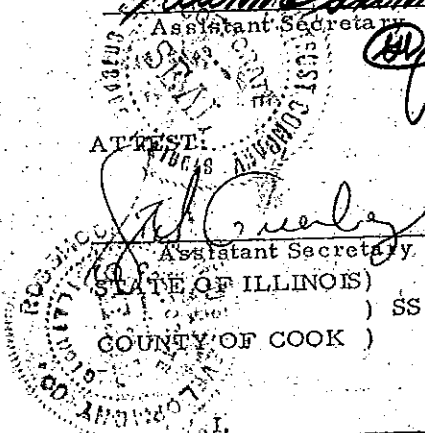
ATTEST:  
Glenn F. Skinner Jr.  
Assistant Secretary

By Thomas A. Zygmunt  
Assistant Vice President

ROSSMOOR ASSOCIATES  
By: ROSSMOOR ILLINOIS DEVELOPMENT  
an Illinois corporation and general partner

ATTEST:  
John C. Quilley  
Assistant Secretary

By A. H. Jannell  
Vice President



AUGUSTINE MOSES

I, AUGUSTINE MOSES,  
a Notary Public in and for said County in the state aforesaid, DO HEREBY  
CERTIFY THAT Thomas A. Zygmunt, Assistant  
Vice President of the CHICAGO TITLE AND TRUST COMPANY, and  
Glenn F. Skinner Jr., Assistant Secretary of said  
Company, personally known to me to be the same persons whose names  
are subscribed to the foregoing instrument as such Assistant Vice President  
Assistant Secretary respectively, appeared before me this day in person  
and acknowledged that they signed and delivered the said instrument as  
their own free and voluntary act, and as the free and voluntary act of  
said Company, for the uses and purposes therein set forth; and the  
said Assistant Secretary did also then and there acknowledge that said  
Assistant Secretary, as custodian of the corporate seal of said company,  
did affix the said corporate seal of said Company to said instrument as  
said Assistant Secretary's own free and voluntary act, and as the free and  
voluntary act of said Company, for the uses and purposes therein set  
forth.

Given under my hand and Notarial Seal this 3<sup>rd</sup> day of  
July, 1974.

Augustine Moses  
Notary Public







EXHIBIT A

**R74-3363**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, Outlots 1 and 2 in Woodridge Center Unit Three, being a Subdivision of part of the Southwest quarter of Section 24, Township 38 North, Range 10, E of the Third Principal Meridian, according to the Plat thereof re June 18, 1973, as Document R73-35721, in DuPage County, Illinois

WRITTEN CONSENT OF DIRECTORS

The undersigned, being all of the directors of WOODRIDGE CENTER PATIO HOME OWNERS' ASSOCIATION, an Illinois not for profit corporation, and waiving any notice which may be required by law, in lieu of holding the first meeting of the Board of Directors, do hereby consent in writing to the following corporate action:

RESOLVED, that the By-Laws which follow this Written Consent shall be and they hereby are adopted as the By-Laws of the corporation.

\* \* \* \*

RESOLVED, that the following persons shall be and they hereby are elected to the offices set forth opposite their respective names, each to serve for the term provided in the By-Laws and until their successors shall have been elected and qualified:

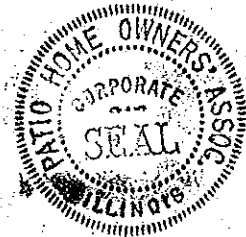
President  
Vice President  
Secretary  
Treasurer  
Representative to  
Organization

A. H. Fornell  
William D. Luedtke  
Herbert Nadelhoffer  
James Coffey  
Herbert Nadelhoffer

\* \* \* \*

RESOLVED, that the seal impressed following this resolution shall be and it hereby is adopted as the corporate seal of the corporation.

\* \* \* \*





RESOLVED, that the Bank of Lisle, Lisle, Illinois, shall be and it hereby is appointed as the depository of the funds of the corporation, and the resolutions contained in the copy of the certificate of the Secretary which follows this Written Consent, as such resolutions are changed and modified as set forth therein, shall be and they hereby are adopted and ratified as if fully set forth herein.

IN WITNESS WHEREOF, these presents have been executed as of the 5th day of July, 1974.

A. H. Fornell  
A. H. Fornell

William D. Luedtke  
William D. Luedtke

Charles T. Ganser  
Charles T. Ganser

Herbert Nadelhoffer  
Herbert Nadelhoffer

James Coffey  
James Coffey

Carole R. Mychaelis  
Carole Mychaelis

Stuart N. Greenberger  
Stuart N. Greenberger

Andrew S. Adsit  
Andrew S. Adsit

Donald J. Haverland  
Donald J. Haverland

BY-LAWS

OF

WOODRIDGE CENTER PATIO HOME OWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is WOODRIDGE CENTER PATIO 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 Patio Home Owners' Association its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions relating to Woodridge Center Unit Three, being a subdivision of part of the Southwest 1/4 of Section 24, Township 38 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association, if any, for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land for residential purposes shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated August 24, 1972 and known as Trust Number 60501, its successors and assigns if such successor or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the DuPage County Recorder's Office.

Section 8. "Member" shall mean and refer to those persons and/or entities entitled to membership (Class A and Class B) as provided in the Declaration.

Section 9. "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.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of the sale and conveyance of the first Lot in the Properties or when sixty per cent (60%) of the Lots have been sold and conveyed, whichever occurs first, and each subsequent regular annual meeting of the members shall be held on the second Monday in May of each calendar year thereafter, 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.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) or all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each and every meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) and not more than forty (40) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting. At every meeting of the members, members shall have the right to cast the number of votes set forth in Article II of the Declaration for each Lot which they shall have the right to cast on each question presented. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation or of the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote or be elected to the Board who, ten days prior to the date of such meeting, is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association or the Organization.

#### 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, who need not be members of the Association.

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

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. 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 5. 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. Except for the initial Board of Directors nomination for election 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 consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. 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 such 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. Such nominations may be made from among members or non-members.

Section 2. Election. Election to 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

### MEETINGS OF DIRECTORS

Section 1. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every action or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

In addition to the duties and powers inherently charged to and possessed by the 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;

(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) cooperate with the Organization in notifying, collecting and enforcing by all lawful 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, collection agents and others 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 Lot 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) days in advance of each annual assessment period; and

(e) foreclose the lien against, and take possession of, any property for which assessments are not 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 officer 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) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

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

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

(k) 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;

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

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

(n) 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. The funds shall be employed by the Association in such manner as its Directors shall deem fit, consistent with the terms and provisions of the Declaration. Funding may be provided by means of annual assessments hereinabove provided;

(o) cooperate with the Organization in notifying the members of, and collecting and enforcing by all lawful methods, the assessments of the Organization, and otherwise cooperate with the Organization in publicizing and enforcing the rules, regulations and policies of the Organization.

(p) 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;

(q) 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.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a 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 disburse 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 books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

### ARTICLE 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

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 assessments 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XII

### CORPORATE SEAL

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

## ARTICLE XIII

### AMENDMENTS

Section 1. These By-Laws may be 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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. 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.

#### ARTICLE XIV

#### MISCELLANEOUS

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, except that the first fiscal year shall begin on the date of incorporation.