

## **Amended and Restated Declaration of Covenants, Conditions and Restrictions for Orchard Valley Homeowners' Association**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Orchard Valley Homeowners' Association (hereinafter referred to as "Declaration") and the Amended and Restated By-Laws of Orchard Valley Homeowners' Association (hereinafter referred to as "By-Laws"), attached hereto as Exhibit "B", is recorded for the purpose of amending and restating the Declaration of Covenants, Conditions and Restrictions for Orchard Valley Homeowners' Association (hereinafter referred to as "Original Declaration"), which was recorded with the Recorder of Deeds of Kane County, Illinois on June 19, 1991 as Document No. 91K31587 and the By-Laws of Orchard Valley Homeowners' Association (hereinafter referred to as "Original By-Laws"), which were recorded with the Original Declaration as Exhibit "B" thereto, and all prior amendments thereto. This Declaration and the By-Laws attached hereto as Exhibit "B" are made and entered into by the Board of Directors of Orchard Valley Homeowners' Association in accordance with the provisions of Section 1-60(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-60(a)), which provides that the Association may correct errors or omissions in the Original Declaration and Original By-Laws as may be required to conform to said Act and any other applicable statute by vote of two-thirds (2/3) of the members of the Board.

## **RECITALS**

WHEREAS, the Orchard Valley Homeowners' Association (hereinafter the "Association") through its Board of Directors administers the property legally described in Exhibit "A" (hereinafter referred to as the "Property");

WHEREAS, the Property was made subject to the Original Declaration and Original By-Laws, which were recorded with the Recorder of Deeds of Kane County, Illinois on June 19, 1991 as Document No. 91K31587;

WHEREAS, the Original Declaration was amended by the Statement of Intent recorded with the Recorder of Deeds of Kane County, Illinois on October 15, 1998 as Document No. 98K094848;

WHEREAS, the Board of Directors desires to amend and restate the Original Declaration and Original By-Laws, as amended, replacing them, in their entirety, with this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Orchard Valley Homeowners' Association and the Amended and Restated By-Laws of Orchard Valley Homeowners' Association, attached hereto as Exhibit "B";

WHEREAS, the Board of Directors previously affirmatively elected to have the Association be covered by the Illinois Common Interest Community Association Act in accordance with the provisions of Section 1-75(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-75(a));

WHEREAS, the Board of Directors desires to amend the Original Declaration and the Original By-Laws, to conform those documents to the current provisions of the Illinois Common Interest Community Association Act as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Orchard Valley Homeowners' Association and the Amended and Restated By-Laws of Orchard Valley Homeowners' Association, attached hereto as Exhibit "B", have been approved by the affirmative vote of at least two-thirds (2/3) of the members of the Board at a meeting of the Board;

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Orchard Valley Homeowners' Association and the Amended and Restated By-Laws of Orchard Valley Homeowners' Association, attached hereto as Exhibit "B", shall become effective upon recordation in the Office of Recorder of Deeds, Kane County, Illinois.

NOW THEREFORE, the Original Declaration is hereby restated and amended as follows:

## **ARTICLE I**

### **DEFINITIONS**

When used in this Declaration, the following words and terms shall have the following meanings:

- Section 1.01: "Act" shall mean and refer to the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.), as amended from time to time.
- Section 1.02: "Association" shall mean and refer to Orchard Valley Homeowners' Association, an Illinois not-for profit corporation, its successors and assigns.
- Section 1.03: "Board" shall mean and refer to the Board of Directors of the Association.
- Section 1.04: "By-Laws" shall mean the Amended and Restated By-Laws of Orchard Valley Homeowners' Association which govern the Association and are attached hereto as Exhibit "B".
- Section 1.05: "Deed" shall mean the initial deed conveying a Lot or Parcel to an Owner.
- Section 1.06: "Development" shall mean and refer to any single-family residential subdivision in the Orchard Valley Subdivision Unit-1, as the same has been or shall be created by the recording of the Subdivision Plat or any subsequent re-subdivisions. The Development includes the Property.
- Section 1.07: "Dwelling" shall mean any structure intended for the shelter and housing of a Single Family.
- Section 1.08: "Electronic Transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- Section 1.09: "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, building accessories, driveways, pedestrian walkways, fences, mailboxes, lighting, decks, patios, hedges, lawns, side walks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

- Section 1.10: "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Deed conveying such Lot. A Lot may also be established pursuant to the Subdivision Plat or by an instrument in writing that was executed, acknowledged and recorded by the original developer of the Property which designates a part of the Property as a Lot for the purposes of the Declaration. Whatever a particular Lot is specified herein, the same shall be deemed to refer to that Lot identified as such on the Subdivision Plat.
- Section 1.11: "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.
- Section 1.12: "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- Section 1.13: "Municipality" shall mean the City of Aurora, State of Illinois.
- Section 1.14: "Owner" or "Owners" shall mean and refer to the record owner or owners, whether one or more Persons, of fee simple title to any Lot or Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 1.15: "Parcel" shall mean each part of the Property established pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by the original developer of the Property which designates a part of the Property as a Parcel for the purposes of the Declaration. Whatever a particular Parcel is specified herein, the same shall be deemed to refer to that Parcel identified as such on the Subdivision Plat.
- Section 1.16: "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.
- Section 1.17: "Prescribed Delivery Method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Members, Electronic Transmission, or any other delivery method that is approved in writing by the Member and authorized by this Declaration or the By-Laws.

Section 1.18: "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

Section 1.19: "Single Family" shall mean one or more persons, related by blood, marriage or adoption, or a group of not more than three persons (excluding servants) who need not be related by blood, marriage or adoption living together and maintaining a common household in a Dwelling but not including sororities, fraternities or similar organizations.

Section 1.20: "Subdivision Plat" shall mean the Plat of Subdivision for Orchard Valley Unit-1, recorded on November 28, 1990, in the Office of the Recorder of Deeds of Kane County, State of Illinois, as document number 90K62092, or any re-subdivision of any portion thereof, as recorded in the Office of the Recorder of Deeds of Kane County, State of Illinois, as the same may be amended or modified from time to time.

## **ARTICLE II**

### **DECLARATION PURPOSES AND PROPERTY SUBJECTED TO DECLARATION**

Section 2.01:

To further the general purposes herein expressed, it is hereby declared that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth in this Declaration.

Section 2.02:

- (a) By the imposition of covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained it is intended to provide a plan for development and maintenance of the Property which is intended to enhance and protect the values of the Single-Family residential communities thereon.
- (b) At the time the Property was initially developed, the original developer of the Property desired to (i) install, maintain, improve, repair and replace each Single Family community subdivision entrance monuments; (ii) landscape all areas around the monuments and signage; (iii) landscape all areas located in cul-de-sac islands in the dedicated roads or streets which are within the Property; (iv) install, maintain, improve, repair and replace any signage and lights located on the Property; and (v) maintain, improve, repair and replace the storm water sewer system installed, or to be installed, on the Property.

## **ARTICLE III**

### **GENERAL RESTRICTIONS AND DUTY TO MAINTAIN**

#### **Section 3.01:**

No wall or fence shall be erected or maintained which in any manner shall interfere with, or block the view of, any entry way monument or signage.

#### **Section 3.02:**

The Association shall determine the necessity of and (i) install, maintain, improve, repair and replace each Single Family community subdivision entrance monuments; (ii) landscape all areas around the monuments and signage; (iii) landscape all areas located in cul-de-sac islands in the dedicated roads or streets which are within the Property; (iv) install, maintain, improve, repair and replace any signage and lights located on the Property; and (v) maintain, improve, repair and replace the storm water sewer system installed, or to be installed, on the Property (collectively, the "Maintenance"). Such Maintenance shall be in a first-class manner in order to create an attractive, beautiful and clean living environment for the entire Property. Additionally, the cost of such Maintenance shall be borne by the Association.

## **ARTICLE IV**

### **HOMEOWNER'S ASSOCIATION**

#### **Section 4.01:**

The Association was formed as an Illinois not-for-profit corporation and shall provide for the Maintenance as described in Article III.

#### **Section 4.02:**

- (a) The Association shall have a Board of up to five (5) but not less than three (3) directors who shall be elected by the Members of the Association at such intervals as the articles of incorporation and By-Laws of the Association shall provide, except that if there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding

twenty percent (20%) of the votes of the Association requesting such a meeting. All directors shall be Members of the Association. All matters requiring action by the Board shall be decided by a majority vote.

- (b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the articles of incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

Section 4.03:

- (a) Every Owner of a Lot or Parcel is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot or Parcel. Each Owner by acceptance of a deed or other conveyance of a Lot or Parcel thereby becomes a Member, whether or not this Declaration or such membership is made a part of or incorporated by reference or expressed in said deed or conveyance. There shall be one membership per Lot or Parcel. If the record ownership of a Lot or Parcel is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the membership attributable thereto shall be designated by such Owner or Owners in writing to the Association at the time the Lot or Parcel becomes subject to assessment by the Association. Ownership of a Lot or Parcel shall be the sole qualification for membership in the Association.
- (b) The Association shall have one class of voting membership, which shall be all Owners and who shall be entitled to one vote for (i) each Lot owned, or/and (ii) with respect to Owners of a Parcel, each Lot designated within the Parcel owned.
- (c) Whenever a vote of Members of the Association is required, at any meeting of such Members or otherwise, such votes shall be cast in person or by proxy and unless otherwise provided in the Declaration, the By-Laws, or by law a majority vote by Members present in person or by proxy shall determine all matters voted upon. Where there is more than one Owner of a Lot or Parcel, such co-owners shall only be entitled to one vote. Twenty percent (20%) of the Members entitled to vote, present in person or by proxy, shall constitute a quorum at a meeting of the Members.

#### Section 4.04:

The Association, through the Board, shall have the power and duty to:

- (a) Contract with independent contractors to perform all or any part of the duties and responsibilities of the Association;
- (b) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;
- (c) Provide for the Maintenance and other maintenance of landscaping, signs, monuments, fencing, lighting and other improvements located on the Property; and
- (d) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the articles of incorporation or the By-Laws.

#### Section 4.05:

The Board shall also have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each member, the Association, its officers, the Board, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties by having a severability of interest endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Article V. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the landscaping, signs, monuments, fencing, lighting and other improvements located on the Property against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of



the management company at any time. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

Section 4.06:

The Board, officers of the Association, members of any committee thereof and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection herewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article V hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

**ARTICLE V**

**ASSESSMENTS**

Section 5.01:

Each Owner, by taking title to a Lot or a Parcel, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot or the Parcel against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot or Parcel at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his or her successors in title unless expressly assumed by them.

Section 5.02:

The assessments levied by the Association shall be used exclusively for the purpose of defraying the cost of all of the Maintenance, insurance, repair, replacement and maintenance and other charges required or permitted by this

Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve.

Section 5.03:

Each year on or before November 1, the Board will estimate the total amount of expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"), and each Member shall receive through a Prescribed Delivery Method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all of the Owners on the basis of the number of Lots (with respect to any Parcel, the number of Lots designated within the Parcel) owned by them and the total number of Lots owned. On or before January 1, of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section 5.03. On or before the date of the annual meeting of each calendar year, the Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year and shall (i) make available for review to all Members 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. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot or Parcel have been paid, provided that the Board shall have the right to establish and shall receive a reasonable fee for furnishing such certificate. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

Section 5.04:

- (a) The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for

unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. Any expenditure for a single improvement from the Contingency and Replacement Reserve having a cost in excess of Five Thousand Dollars (\$5,000) shall require the prior approval of the Members holding two-thirds (2/3) of the votes of the Association.

- (b) If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners on the basis of the number of Lots (with respect to any Parcel, the number of Lots designated within the Parcel) owned by them and the total number of Lots owned. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefore, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

Section 5.05:

- (a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members 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 Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.
- (b) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.
- (c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of subsection (a) or (d) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the Property. "Emergency" also includes a danger to the life, health or safety of the membership.

- (d) 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 approval of a simple majority of the total Members at a meeting called for that purpose.
- (e) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (c) and (d) of this Section, 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 5.06:

The failure or delay of the Board to prepare or serve notice of the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his or her share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his or her share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

Section 5.07:

The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Maintenance and any other property with respect to which it may have rights hereunder, specifying and itemizing the maintenance and repair expenses of such property and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of his or her account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 5.08:

All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 5.09:

Any assessments or other charges which are not paid when due shall be delinquent and subject to a late fee of One Hundred Dollars (\$100.00) per delinquency. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot or Parcel, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot or Parcel of any such Owner when due and payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office acting on behalf of the other Owners shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale.

Section 5.10:

In addition to the rights and remedies set forth in Section 5.09, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Eviction Act (735 ILCS 5/9-101 et. seq.).

Section 5.11:

The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on any Lot or Parcel. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any

lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

## **ARTICLE VI**

### **EASEMENTS**

#### **Section 6.01:**

The Association and any of its agents, employees and independent contractors shall have the non-exclusive right to enter upon the Property and any Lot or Parcel to the extent necessary for the purpose of the Maintenance. In any such case, the Association or any of its agents, employees or independent contractors shall not be guilty of any trespass. Provided, however, Association and any of its respective agents, employees and independent contractors shall, at the expense of the Association, be responsible to replace and restore the Property and any Lot or Parcel to the extent necessary to put such Property and/or Lot or Parcel in the same or similar condition prior to the Maintenance.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

#### **Section 7.01:**

The covenants, conditions and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Kane County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

#### **Section 7.02:**

If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Kane County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained under any of the provisions of the Illinois Compiled Statutes presently in force and commonly known as the Marketable Title Act, or any other law or statute of similar purport, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such rerecording, the Board shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and

such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the rerecorded document executed and acknowledged by each of them.

Section 7.03:

Each Owner by taking title to a Lot or Parcel, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 7.03 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot or Parcel as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

Section 7.04:

Each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them in addition to the right to bring a legal action for damages. In no event shall the failure of the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

Section 7.05:

Subject to the provisions of Section 7.07, the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time upon the vote of at least three-fourths (3/4) of Owners of the Lots (including the number of Lots designated within any Parcel). Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the

consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

Section 7.06:

The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development of the Property.

Section 7.07:

In the event title to any Lot or Parcel is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot or Parcel remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations, liens, undertakings chargeable or created under this Declaration against any such Lot or Parcel. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot or Parcel and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot or Parcel.

Section 7.08:

All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter and vice versa.

Section 7.09:

If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Section 7.10:

Each Owner of a Lot or Parcel shall file the correct mailing address of such Owner, and any lessee or contract purchasers, with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Lot or Parcel owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice delivered by a Prescribed Delivery Method shall be



sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mails, if sent by mail.

**END OF TEXT OF DECLARATION**

This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.  
128 South County Farm Road  
Wheaton, Illinois 60187  
(630) 690-6446

STATE OF ILLINOIS )  
COUNTY OF Kane ) SS

The undersigned hereby certifies that I am the duly elected, qualified and acting President of the Board of Directors of the Orchard Valley Homeowners' Association, and that the attached is a true, correct, and accurate copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Orchard Valley Homeowners' Association and the Amended and Restated By-Laws of Orchard Valley Homeowners' Association, attached hereto as Exhibit "B", and that said documents were approved by at least two-thirds (2/3) of the directors on the Board of Directors of the Orchard Valley Homeowners' Association at a Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 24 day of July, 2021.

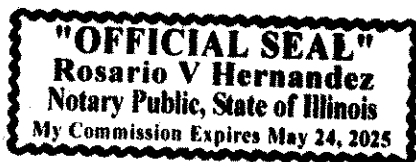
Orchard Valley Homeowners' Association

KEITH LANZARA  
[Printed Name]

By:

[Signature]  
As President of the Board of Directors

I, Rosario V Hernandez, a Notary Public, hereby certify that on the above date, the above President of the Board of Directors of Orchard Valley Homeowners' Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.



BY: Rosario V Hernandez 7/24/21

## **EXHIBIT "A"**

### **Legal Description of the Property**

- a. Lots 1 through 32, inclusive, in Orchard Valley Unit 2, being a subdivision of part of the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 38 North, Range 7, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1991 as document number 91K18533 in Kane County, Illinois.
- b. Lots 33 through 128, inclusive, in Orchard Valley Unit 3, being a subdivision of the East Half of Section 13, Township 38 North, Range 7, East of the Third Principal Meridian, according to the plat thereof recorded March 25, 1991 as document number 91K13306 in Kane County, Illinois.
- c. Lots 1 through 17, inclusive, in Deerpath Woods, being a re-subdivision of Lots 129 through 140, inclusive, in Orchard Valley Unit 4, being a subdivision of part of the Northeast Quarter of Section 13, Township 38 North, Range 7, East of the Third Principal Meridian, according to the plat thereof recorded September 18, 1996 as document number 96K066777 in Kane County, Illinois, all according to the plat thereof recorded on September 18, 1998 as document number 98K085060 in Kane County, Illinois.
- d. Lots 141 through 188, inclusive, in Orchard Valley Unit 5, being a subdivision of part of the Southeast Quarter of Section 13 and the Northeast Quarter of Section 24, Township 38 North, Range 7, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1991 as document number 91K18534 in Kane County, Illinois.
- e. Lots 189 through 306, inclusive, in Orchard Valley Unit 6, being a subdivision of part of the East Half of Section 13, Township 38 North, Range 7, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 1991 as document number 91K18535 in Kane County, Illinois.
- f. Lots 307 through 340, inclusive, in Orchard Valley Unit 7, being a subdivision of part of Section 13, Township 38 North, Range 7, East of the Third Principal Meridian, according to the plat thereof recorded July 26, 1991 as document number 91K40127 in Kane County, Illinois.

Address	PIN	Lot	Unit
2502 Bainbridge Court	14-13-479-023	173	5
2509 Bainbridge Court	14-13-479-024	172	5
2512 Bainbridge Court	14-13-479-022	174	5
2519 Bainbridge Court	14-13-479-025	171	5
2522 Bainbridge Court	14-13-479-021	175	5
2529 Bainbridge Court	14-13-479-026	170	5
505 Blackberry Ridge Drive	14-13-401-019	307	7
510 Blackberry Ridge Drive	14-13-326-017	338	7
515 Blackberry Ridge Drive	14-13-401-018	308	7
525 Blackberry Ridge Drive	14-13-401-017	309	7
530 Blackberry Ridge Drive	14-13-326-016	337	7
535 Blackberry Ridge Drive	14-13-401-016	310	7
540 Blackberry Ridge Drive	14-13-326-015	336	7
545 Blackberry Ridge Drive	14-13-401-015	311	7
550 Blackberry Ridge Drive	14-13-326-014	335	7
555 Blackberry Ridge Drive	14-13-401-014	312	7
560 Blackberry Ridge Drive	14-13-326-013	334	7
565 Blackberry Ridge Drive	14-13-401-013	313	7
570 Blackberry Ridge Drive	14-13-326-012	333	7
575 Blackberry Ridge Drive	14-13-401-012	314	7
580 Blackberry Ridge Drive	14-13-326-011	332	7
585 Blackberry Ridge Drive	14-13-401-011	315	7
595 Blackberry Ridge Drive	14-13-401-010	316	7
600 Blackberry Ridge Drive	14-13-326-010	331	7
605 Blackberry Ridge Drive	14-13-401-009	317	7
615 Blackberry Ridge Drive	14-13-401-008	318	7
620 Blackberry Ridge Drive	14-13-326-009	330	7
625 Blackberry Ridge Drive	14-13-401-007	319	7
635 Blackberry Ridge Drive	14-13-401-006	320	7
640 Blackberry Ridge Drive	14-13-326-008	329	7
645 Blackberry Ridge Drive	14-13-401-005	321	7
655 Blackberry Ridge Drive	14-13-401-004	322	7
665 Blackberry Ridge Drive	14-13-401-003	323	7
670 Blackberry Ridge Drive	14-13-326-007	328	7
675 Blackberry Ridge Drive	14-13-401-002	324	7
680 Blackberry Ridge Drive	14-13-326-006	327	7
685 Blackberry Ridge Drive	14-13-177-014	325	7
	and 14-13-326-005		
695 Blackberry Ridge Drive	14-13-177-013	326	7
	and 14-13-326-004		
2502 Briarwood Court	14-13-403-016	121	3
2503 Briarwood Court	14-13-403-023	128	3
2512 Briarwood Court	14-13-403-017	122	3
2513 Briarwood Court	14-13-403-022	127	3
2522 Briarwood Court	14-13-403-018	123	3

2523 Briarwood Court	14-13-403-021	126	3
2532 Briarwood Court	14-13-403-019	124	3
2533 Briarwood Court	14-13-403-020	125	3
100 Canterbury Road	14-13-479-014	182	5
120 Canterbury Drive	14-13-479-013	183	5
140 Canterbury Road	14-13-479-012	184	5
160 Canterbury Road	14-13-479-011	185	5
180 Canterbury Road	14-13-479-010	186	5
195 Canterbury Road	14-13-478-008	29	2
200 Canterbury Road	14-13-479-009	187	5
205 Canterbury Road	14-13-478-009	30	2
210 Canterbury Road	14-13-479-008	188	5
215 Canterbury Road	14-13-478-010	31	2
225 Canterbury Road	14-13-478-011	32	2
400 Canterbury Drive	14-13-404-022	75	3
420 Canterbury Road	14-13-404-023	76	3
440 Canterbury Road	14-13-404-024	77	3
460 Canterbury Road	14-13-404-025	78	3
480 Canterbury Road	14-13-404-026	79	3
500 Canterbury Road	14-13-404-027	80	3
2462 Clovertree Court	14-13-428-029	243	6
2464 Clovertree Court	14-13-428-028	242	6
2465 Clovertree Court	14-13-428-014	228	6
2468 Clovertree Court	14-13-428-027	241	6
2469 Clovertree Court	14-13-428-015	229	6
2472 Clovertree Court	14-13-428-026	240	6
2473 Clovertree Court	14-13-428-016	230	6
2476 Clovertree Court	14-13-428-025	239	6
2477 Clovertree Court	14-13-428-017	231	6
2480 Clovertree Court	14-13-428-024	238	6
2481 Clovertree Court	14-13-428-018	232	6
2484 Clovertree Court	14-13-428-023	237	6
2485 Clovertree Court	14-13-428-019	233	6
2488 Clovertree Court	14-13-428-022	236	6
2489 Clovertree Court	14-13-428-020	234	6
2490 Clovertree Court	14-13-428-021	235	6
2401 Deerfield Drive	14-13-428-001	215	6
2403 Deerfield Drive	14-13-428-002	216	6
2405 Deerfield Drive	14-13-428-003	217	6
2406 Deerfield Drive	14-13-427-032	214	6
2409 Deerfield Drive	14-13-428-004	218	6
2410 Deerfield Drive	14-13-427-033	213	6
2416 Deerfield Drive	14-13-427-034	212	6
2417 Deerfield Drive	14-13-428-005	219	6
2418 Deerfield Drive	14-13-427-035	211	6
2420 Deerfield Drive	14-13-427-036	210	6

2421 Deerfield Drive	14-13-428-006	220	6
2424 Deerfield Drive	14-13-427-037	209	6
2428 Deerfield Drive	14-13-427-038	208	6
2429 Deerfield Drive	14-13-428-007	221	6
2432 Deerfield Drive	14-13-427-039	207	6
2433 Deerfield Drive	14-13-428-008	222	6
2436 Deerfield Drive	14-13-427-040	206	6
2437 Deerfield Drive	14-13-428-009	223	6
2440 Deerfield Drive	14-13-427-041	205	6
2441 Deerfield Drive	14-13-428-010	224	6
2442 Deerfield Drive	14-13-427-042	204	6
2444 Deerfield Drive	14-13-427-043	203	6
2445 Deerfield Drive	14-13-428-011	225	6
2446 Deerfield Drive	14-13-427-045	202	6
2448 Deerfield Drive	14-13-427-046	201	6
2450 Deerfield Drive	14-13-427-047	200	6
2454 Deerfield Drive	14-13-427-048	199	6
2455 Deerfield Drive	14-13-428-012	226	6
2458 Deerfield Drive	14-13-427-049	198	6
2459 Deerfield Drive	14-13-428-013	227	6
2466 Deerfield Drive	14-13-429-009	197	6
2467 Deerfield Drive	14-13-428-030	244	6
2470 Deerfield Drive	14-13-429-008	196	6
2471 Deerfield Drive	14-13-428-031	245	6
2474 Deerfield Drive	14-13-429-007	195	6
2475 Deerfield Drive	14-13-428-032	246	6
2478 Deerfield Drive	14-13-429-006	194	6
2479 Deerfield Drive	14-13-428-033	247	6
2482 Deerfield Drive	14-13-429-005	193	6
2483 Deerfield Drive	14-13-428-034	248	6
2486 Deerfield Drive	14-13-429-004	192	6
2487 Deerfield Drive	14-13-428-035	249	6
2490 Deerfield Drive	14-13-429-003	191	6
2491 Deerfield Drive	14-13-428-036	250	6
2494 Deerfield Drive	14-13-429-002	190	6
2495 Deerfield Drive	14-13-428-037	251	6
2498 Deerfield Drive	14-13-429-001	189	6
2499 Deerfield Drive	14-13-428-038	252	6
1009 Deerpath Road	14-13-203-012	7	4
1027 Deerpath Road	14-13-203-011	8	4
1045 Deerpath Road	14-13-203-010	9	4
1063 Deerpath Road	14-13-203-009	10	4
1081 Deerpath Road	14-13-203-008	11	4
1099 Deerpath Road	14-13-203-007	12	4
1117 Deerpath Road	14-13-203-006	13	4
1135 Deerpath Road	14-13-203-005	14	4

1153 Deerpath Road	14-13-203-004	15	4
1171 Deerpath Road	14-13-203-003	16	4
925 Deerpath Road	14-13-203-018	1	4
931 Deerpath Road	14-13-203-017	2	4
937 Deerpath Road	14-13-203-016	3	4
955 Deerpath Road	14-13-203-015	4	4
973 Deerpath Road	14-13-203-014	5	4
991 Deerpath Road	14-13-203-013	6	4
2403 Fox Drive	14-13-426-003	282	6
2409 Fox Drive	14-13-426-004	283	6
2415 Fox Drive	14-13-426-005	284	6
2421 Fox Drive	14-13-426-012	291	6
2424 Fox Drive	14-13-427-029	281	6
2429 Fox Drive	14-13-426-013	292	6
2430 Fox Drive	14-13-427-028	280	6
2435 Fox Drive	14-13-426-014	293	6
2441 Fox Drive	14-13-426-015	294	6
2442 Fox Drive	14-13-427-010	262	6
2448 Fox Drive	14-13-427-009	261	6
2454 Fox Drive	14-13-427-008	260	6
2455 Fox Drive	14-13-426-016	295	6
2460 Fox Drive	14-13-427-007	259	6
2466 Fox Drive	14-13-427-006	258	6
2471 Fox Drive	14-13-426-017	296	6
2472 Fox Drive	14-13-427-005	257	6
2478 Fox Drive	14-13-427-004	256	6
2483 Fox Drive	14-13-426-018	297	6
2484 Fox Drive	14-13-427-003	255	6
2487 Fox Drive	14-13-426-019	298	6
2490 Fox Drive	14-13-427-002	254	6
2491 Fox Drive	14-13-426-020	299	6
2496 Fox Drive	14-13-427-001	253	6
2499 Fox Drive	14-13-426-021	300	6
2503 Meadow Green Court	14-13-404-011	64	3
2506 Meadow Green Court	14-13-404-012	65	3
2513 Meadow Green Court	14-13-404-010	63	3
2516 Meadow Green Court	14-13-404-013	66	3
2523 Meadow Green Court	14-13-404-009	62	3
2526 Meadow Green Court	14-13-404-014	67	3
2533 Meadow Green Court	14-13-404-008	61	3
2500 Oak Trails Drive	14-13-405-001	33	3
2501 Oak Trails Drive	14-13-404-021	74	3
2502 Oak Trails Drive	14-13-405-002	34	3
2506 Oak Trails Drive	14-13-405-003	35	3
2509 Oak Trails Drive	14-13-404-020	73	3
2510 Oak Trails Drive	14-13-405-004	36	3

2513 Oak Trails Drive	14-13-404-019	72	3
2514 Oak Trails Drive	14-13-405-005	37	3
2515 Oak Trails Drive	14-13-404-018	71	3
2518 Oak Trails Drive	14-13-405-006	38	3
2519 Oak Trails Drive	14-13-404-017	70	3
2522 Oak Trails Drive	14-13-405-007	39	3
2525 Oak Trails Drive	14-13-404-016	69	3
2526 Oak Trails Drive	14-13-405-008	40	3
2530 Oak Trails Drive	14-13-405-009	41	3
2534 Oak Trails Drive	14-13-405-010	42	3
2535 Oak Trails Drive	14-13-404-015	68	3
2550 Oak Trails Drive	14-13-402-003	43	3
2551 Oak Trails Drive	14-13-404-007	60	3
2554 Oak Trails Drive	14-13-402-004	44	3
2558 Oak Trails Drive	14-13-402-005	45	3
2562 Oak Trails Drive	14-13-402-006	46	3
2563 Oak Trails Drive	14-13-404-006	59	3
2566 Oak Trails Drive	14-13-402-007	47	3
2570 Oak Trails Drive	14-13-402-008	48	3
2574 Oak Trails Drive	14-13-402-009	49	3
2577 Oak Trails Drive	14-13-404-005	58	3
2578 Oak Trails Drive	14-13-402-010	50	3
2581 Oak Trails Drive	14-13-404-004	57	3
2582 Oak Trails Drive	14-13-402-011	51	3
2585 Oak Trails Drive	14-13-404-003	56	3
2586 Oak Trails Drive	14-13-402-012	52	3
2589 Oak Trails Drive	14-13-404-002	55	3
2590 Oak Trails Drive	14-13-402-013	53	3
2591 Oak Trails Drive	14-13-404-001	54	3
2430 Pebblewood Court	14-13-426-011	290	6
2435 Pebblewood Court	14-13-426-006	285	6
2440 Pebblewood Court	14-13-426-010	289	6
2445 Pebblewood Court	14-13-426-007	286	6
2450 Pebblewood Court	14-13-426-009	288	6
2455 Pebblewood Drive	14-13-426-008	287	6
2500 Pinehurst Drive	14-13-480-011	141	5
2504 Pinehurst Drive	14-13-480-010	142	5
2508 Pinehurst Drive	14-13-480-009	143	5
2511 Pinehurst Drive	14-13-479-015	181	5
2512 Pinehurst Drive	14-13-480-008	144	5
2516 Pinehurst Drive	14-13-480-007	145	5
2517 Pinehurst Drive	14-13-479-016	180	5
2520 Pinehurst Court	14-13-480-006	146	5
2523 Pinehurst Drive	14-13-479-017	179	5
2524 Pinehurst Drive	14-13-480-005	147	5
2527 Pinehurst Drive	14-13-479-018	178	5



2528 Pinehurst Drive	14-13-480-004	148	5
2532 Pinehurst Drive	14-13-480-003	149	5
2533 Pinehurst Drive	14-13-479-019	177	5
2536 Pinehurst Drive	14-13-480-002	150	5
2537 Pinehurst Drive	14-13-479-020	176	5
2540 Pinehurst Drive	14-13-480-001	151	5
2543 Pinehurst Drive	14-13-479-001	169	5
2547 Pinehurst Drive	14-13-479-002	168	5
2548 Pinehurst Drive	14-13-477-003	152	5
2552 Pinehurst Drive	14-13-477-004	153	5
2556 Pinehurst Drive	14-13-477-005	154	5
2557 Pinehurst Drive	14-13-479-003	167	5
2560 Pinehurst Drive	14-13-477-006	155	5
2564 Pinehurst Drive	14-13-477-007	156	5
2568 Pinehurst Drive	14-13-477-008	157	5
2571 Pinehurst Drive	14-13-479-004	166	5
2572 Pinehurst Drive	14-13-477-009	158	5
2576 Pinehurst Drive	14-13-477-010	159	5
2579 Pinehurst Drive	14-13-479-005	165	5
2580 Pinehurst Drive	14-13-477-011	160	5
2583 Pinehurst Drive	14-13-479-006	164	5
2584 Pinehurst Drive	14-13-477-012	161	5
2587 Pinehurst Drive	14-13-479-007	163	5
2588 Pinehurst Drive	14-13-477-013	162	5
2460 Westchester Court	14-13-476-005	4	2
2470 Westchester Court	14-13-476-004	3	2
2475 Westchester Court	14-13-476-006	5	2
2480 Westchester Court	14-13-476-003	2	2
2485 Westchester Court	14-13-476-023	6	2
2490 Westchester Court	14-13-476-002	1	2
2495 Westchester Court	14-13-476-008	7	2
2401 Wild Cherry Court	14-13-427-019	271	6
2402 Wild Cherry Court	14-13-427-018	270	6
2403 Wild Cherry Court	14-13-427-020	272	6
2406 Wild Cherry Court	14-13-427-017	269	6
2407 Wild Cherry Court	14-13-427-021	273	6
2410 Wild Cherry Court	14-13-427-016	268	6
2411 Wild Cherry Court	14-13-427-022	274	6
2414 Wild Cherry Court	14-13-427-015	267	6
2415 Wild Cherry Court	14-13-427-023	275	6
2418 Wild Cherry Court	14-13-427-014	266	6
2419 Wild Cherry Court	14-13-427-024	276	6
2422 Wild Cherry Court	14-13-427-013	265	6
2423 Wild Cherry Court	14-13-427-025	277	6
2426 Wild Cherry Court	14-13-427-012	264	6
2427 Wild Cherry Court	14-13-427-026	278	6

2430 Wild Cherry Court	14-13-427-011	263	6
2431 Wild Cherry Court	14-13-427-027	279	6
2500 Westminster Lane	14-13-402-014	81	3
2501 Westminster Lane	14-13-403-015	120	3
2504 Westminster Lane	14-13-402-015	82	3
2505 Westminster Lane	14-13-403-014	119	3
2508 Westminster Lane	14-13-402-016	83	3
2509 Westminster Lane	14-13-403-013	118	3
2512 Westminster Lane	14-13-402-017	84	3
2516 Westminster Lane	14-13-402-018	85	3
2519 Westminster Lane	14-13-403-012	117	3
2520 Westminster Lane	14-13-402-019	86	3
2524 Westminster Lane	14-13-402-020	87	3
2528 Westminster Lane	14-13-402-021	88	3
2529 Westminster Lane	14-13-403-011	116	3
2532 Westminster Lane	14-13-402-022	89	3
2536 Westminster Lane	14-13-402-023	90	3
2539 Westminster Lane	14-13-403-010	115	3
2540 Westminster Lane	14-13-402-024	91	3
2544 Westminster Lane	14-13-402-025	92	3
2547 Westminster Lane	14-13-403-009	114	3
2548 Westminster Lane	14-13-402-026	93	3
2551 Westminster Lane	14-13-403-008	113	3
2552 Westminster Lane	14-13-402-027	94	3
2555 Westminster Lane	14-13-403-007	112	3
2556 Westminster Lane	14-13-402-028	95	3
2560 Westminster Lane	14-13-402-029	96	3
2563 Westminster Lane	14-13-403-006	111	3
2564 Westminster Lane	14-13-402-030	97	3
2568 Westminster Lane	14-13-402-031	98	3
2571 Westminster Lane	14-13-403-005	110	3
2572 Westminster Lane	14-13-402-032	99	3
2576 Westminster Lane	14-13-402-033	100	3
2579 Westminster Lane	14-13-403-004	109	3
2580 Westminster Lane	14-13-402-034	101	3
2583 Westminster Lane	14-13-403-003	108	3
2584 Westminster Lane	14-13-402-035	102	3
2588 Westminster Lane	14-13-402-036	103	3
2589 Westminster Lane	14-13-403-002	107	3
2592 Westminster Lane	14-13-402-037	104	3
2593 Westminster Lane	14-13-403-001	106	3
2596 Westminster Lane	14-13-402-038	105	3
2422 Worthington Drive	14-13-476-022	21	2
2427 Worthington Drive	14-13-478-001	22	2
2432 Worthington Drive	14-13-476-021	20	2
2437 Worthington Drive	14-13-478-002	23	2

2440 Worthington Drive	14-13-476-020	19	2
2442 Worthington Drive	14-13-476-019	18	2
2444 Worthington Drive	14-13-476-018	17	2
2446 Worthington Drive	14-13-476-017	16	2
2447 Worthington Drive	14-13-478-003	24	2
2452 Worthington Drive	14-13-476-016	15	2
2456 Worthington Drive	14-13-476-015	14	2
2457 Worthington Drive	14-13-478-004	25	2
2462 Worthington Drive	14-13-476-014	13	2
2464 Worthington Drive	14-13-476-013	12	2
2467 Worthington Drive	14-13-478-005	26	2
2468 Worthington Drive	14-13-476-012	11	2
2472 Worthington Drive	14-13-476-024	10	2
2477 Worthington Drive	14-13-478-006	27	2
2482 Worthington Drive	14-13-476-010	9	2
2487 Worthington Drive	14-13-478-007	28	2
2492 Worthington Drive	14-13-476-009	8	2

All in Aurora, IL 60506

## **EXHIBIT "B"**

### **AMENDED AND RESTATED BY-LAWS OF ORCHARD VALLEY HOMEOWNERS' ASSOCIATION**

#### **ARTICLE I**

##### **PURPOSES AND POWERS**

The Association shall be responsible for the general management and supervision of the Property and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the Act and the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration. Any defined terms used in these By-Laws shall have the same meaning as set forth in the Declaration, except as otherwise provided herein.

#### **ARTICLE II**

##### **OFFICES**

###### **Section 2.01:**

The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

###### **Section 2.02:**

The principal office of the Association shall be maintained in Kane County, Illinois.

#### **ARTICLE III**

##### **MEMBERSHIP**

###### **Section 3.01:**

- (a) Every Owner of a Lot or Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Parcel.
- (b) The Association shall have one class of voting membership, which shall be all Owners and who shall be entitled to one vote for (i) each Lot owned,

or/and (ii) with respect to Owners of a Parcel, each Lot designated within the Parcel owned.

- (c) Meetings of the Members shall be held at the principal office of the Association or at such other place in Kane County, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty percent (20%) of the total votes determined pursuant to the Declaration shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.
- (d) There shall be an annual meeting of the Members on the third Tuesday of JUNE of each year, at 7:30 o'clock P.M. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.
- (e) Special meetings of the Members may be called at any time 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 Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the Board President, a majority of the Board or by the Members having twenty percent (20%) of the total votes, and delivered not less than ten (10), and not more than thirty (30), days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

#### Section 3.02:

Notices of meetings required to be given herein may be delivered by a Prescribed Delivery Method to the persons entitled to vote thereat, addressed to each such person at the address given by him or her to the Board for the purpose of service of such notice, or to the Dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

#### Section 3.03:

At any meeting of the Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. Provided, however, if the Association conducts elections by electronic or acceptable technological means, as permitted in Section 1-25(i) of the Act, then Members may not vote by proxy in Board elections.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

Section 4.01:

The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board consisting of up to five (5) but not less than three (3) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number of the office of the Board members at any annual meeting, provided that such number shall not be less than three (3). The terms of the persons on the Board shall expire annually. Each member of the Board shall be an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust or agent or employee of a beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board.

Section 4.02:

All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

Section 4.03:

At all annual meetings of the Members there shall be elected members of the Board. In all elections for members of the Board, each Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

Section 4.04:

Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his or her duties.

Section 4.05:

Vacancies in the Board, other than as a result of removal pursuant to Section 4.07, including vacancies due to any increase in the number of persons on the Board, may be filled by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association requesting such a meeting.

Section 4.06:

The Board shall elect from among its members: (i) a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, (ii) a Secretary who will keep the minutes of all meetings of the Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and (iii) a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

Section 4.07:

Any Board member may be removed from office by the affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

Section 4.08:

All annual meetings of the Board shall be held immediately after, and at the same place as, the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by twenty-five percent (25%) of the members of the Board, delivered by a Prescribed Delivery Method. Any member of the Board may, in writing, waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

#### Section 4.09:

All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

#### Section 4.10:

Except to the extent otherwise provided by the Act, the Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a Prescribed Delivery Method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common areas of the Property at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Dwellings, the Board may designate one or more locations in the proximity of these Dwellings where the notices of meetings shall be posted. The Board shall give Members notice of any Board meeting, through a Prescribed Delivery Method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in the Act.

#### Section 4.11:

Meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) 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 Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a Member's or Owner's unpaid share of common expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

#### Section 4.12:

The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board.



**ARTICLE V**  
**POWERS OF THE BOARD**

Section 5.01:

Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the power and duty to:

- (a) Own, maintain and otherwise manage the Property and all improvements thereon and all other property acquired by the Association or which the Association pursuant to the Declaration, any easement, license, or other agreement, is permitted or required to maintain, or which the Association agrees to maintain, including the Maintenance (as defined in the Declaration) or any obligation or agreement (including any which may be entered into with the County of Kane, the Municipality, or other governmental agency);
- (b) Contract with independent contractors to perform all or any part of the duties and responsibilities of the Association;
- (c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;
- (d) Provide for the Maintenance and other maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, lighting and other improvements located on the Property or on other property acquired by the Association or which the Association, pursuant to the Declaration, any easement or license agreement, is permitted or required to maintain, or which the Association agrees to maintain;
- (e) Make such improvements to the Property and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its articles of incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Development a highly desirable Single Family residential community; and
- (f) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Declaration, the articles of incorporation or these By-Laws.

Section 5.02:

The Board shall also have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each member, the Association, its officers, the Board, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties by having a severability of interest endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Article V of the Declaration. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the landscaping, signs, monuments, fencing, lighting and other improvements located on the Property against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

Section 5.03:

The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Property and to charge all expenses incurred in connection therewith to the fund established pursuant to Section 6.01 hereinbelow.

Section 5.04:

- (a) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations. The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Owners for violations of the Declaration, these By-Laws, and rules and regulations of the Association.

- (b) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

Section 5.05:

The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members.

**ARTICLE VI**

**ASSESSMENTS**

Section 6.01:

Each year on or before November 1, the Board will estimate the total amount of expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"), and each Member shall receive through a Prescribed Delivery Method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all of the Owners on the basis of the number of Lots owned by them and the total number of Lots in accordance with the Declaration. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section 6.01. On or before the date of the annual meeting of each calendar year, the Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year and shall (i) make available for review to all Members 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. In accordance with the Declaration, the Board shall, upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the

assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

Section 6.02:

- (a) The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. Any expenditure for a single improvement from the Contingency and Replacement Reserve having a cost in excess of Five Thousand Dollars (\$5,000) shall require the prior approval of the Members holding two-thirds (2/3) of the votes of the Association.
- (b) If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners on the basis of the number of Lots owned by them and the total number of Lots in accordance with the Declaration. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

Section 6.03:

- (a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members 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 Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.
- (b) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.
- (c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to

Member approval or the provisions of subsection (a) or (d) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the Property. "Emergency" also includes a danger to the life, health or safety of the membership.

- (d) 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 approval of a simple majority of the total Members at a meeting called for that purpose.
- (e) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (c) and (d) of this Section, 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 6.04:

The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his or her share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his or her share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

#### Section 6.05:

The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by an Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. The Estimated Cash Requirement may include a charge for the keeping of the books of account. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of his or her account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 6.06:

All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 6.07:

Any assessments or other charges which are not paid when due shall be delinquent and subject to a late fee of One Hundred Dollars (\$100.00). If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale.

Section 6.08:

In addition to the rights and remedies set forth in Section 6.07 of these By-Laws, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Eviction Act (735 ILCS 5/9-101 et. seq.).

## **ARTICLE VII**

### **COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

All Owners shall maintain, occupy and use their Dwelling only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

## **ARTICLE VIII**

### **COMMITTEES**

#### Section 8.01:

The Board, by resolution, adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of two (2) or more members of the Board, and a majority of each such committee's members shall be members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him or her by law.

#### Section 8.02:

Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the Board shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

#### Section 8.03:

Each member of the committee shall continue as such until the next annual meeting of the Board and until his or her successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

#### Section 8.04:

One (1) member of each committee shall be appointed chairperson.

Section 8.05:

Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

Section 8.06:

Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 8.07:

Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

**ARTICLE IX**

**AMENDMENTS**

These By-Laws may be amended or modified from time to time by action or approval of the Members entitled to cast three-fourths (3/4) of the total votes computed as provided in Section 3.02. Such amendments shall be recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

**ARTICLE X**

**INTERPRETATION**

In the case of any conflict between the articles of incorporation of the Association and these By-Laws, the articles of incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



## **ARTICLE XI**

### **BOOKS AND RECORDS**

- (a) 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 Member or Owner, their mortgagees, and their duly authorized agents or attorneys:
  - (i) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available.
  - (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 shall be maintained.
  - (iii) The minutes of all meetings of the Board which shall be maintained for not less than seven (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 Members, 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 shall be maintained.
  - (vi) With respect to Lots 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 Member or Owner and a designation shall remain in effect until a subsequent document is filed with the Association.
- (b) Where a request for records under this Article is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

- (c) A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.
- (d) If the Board fails to provide records properly requested under paragraph (a) of this Article within the time period provided in that paragraph (a), the Member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the Member prevails and the court finds that such failure is due to the acts or omissions of the Board.

**END OF TEXT OF BY-LAWS**

This instrument was prepared by:

KEAY & COSTELLO, P.C.  
128 South County Farm Road  
Wheaton, Illinois 60187