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**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND  
RESTRICTIONS RELATING TO THE  
WHEATON OAKS TOWNHOUSE OWNERS  
ASSOCIATION**

**RECORDING COVER PAGE**

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March 10, 2023

**Clarified Rule with Respect to All Front Entry Doors**

Written Notice is hereby given pursuant to Article 10.5 (g) of the Wheaton Oaks Declaration and Covenants that the Board on March 8, 2023, has adopted the following rule clarification with respect to all front entry doors.

Proposed Living in Wheaton Oaks changes:

Page 8, Unit Owner Responsibilities

3. Installation, replacement, and maintenance of windows and storm windows including glass and sills, screens, hardware, and weather stripping, in accordance with the guidelines of the Architectural Control Committee.
4. Installation, replacement, and maintenance of storm doors, front doors and sidelights, garage service doors, and back doors in accordance with the guidelines of the Architectural Control Committee.

Page 22-23 (Previously titled Entrance Doors)

3. Front Doors

A. Doors to be a solid door or a door with non-colored glass

B. Color to be the custom color called Wheaton Oaks Brown. Formula is stored at J.C. Licht stores in Bloomingdale and Wheaton under account #65279. Finish should be Benjamin Moore Urethane Alkyd Gloss Enamel P22. For replacement doors, the finish shall be as close to this as possible.

C. Hardware to be nickel, brass, brown, or black in color

D. Sidelights to be non-colored glass.

This rule has been adopted to clarify maintenance responsibility for front doors, which has not previously been explicitly stated in Living in Wheaton Oaks. Many owners have installed new doors of their own choosing, approved by the Architectural Committee on the basis that those owners would be responsible for future maintenance of those doors. Because of this change over time, the Board felt it advisable to clarify that all owners are responsible for maintenance of their front entry doors.

Under Article 10.5(g) Wheaton Oaks Owners have 30 days to file a written objection to the rule and if at least one-fourth (1/4) of the number of Units file such a written objection to this rule then such rule and regulation shall be deemed rescinded unless its approved by the voting members of at least two-thirds of the number of units. All written objections must be given on or before April 9, 2023 to our property manager, Association Partners at 25W560 Geneva Rd, Suite 16, Carol Stream, IL 60188 (cpuzon@apimanagers.com).

On behalf of,  
The Wheaton Oaks Board of Directors

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS RELATING TO  
THE WHEATON OAKS TOWNHOUSE OWNERS  
ASSOCIATION**

This Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association (hereinafter referred to as "Declaration") and the Amended and Restated By-Laws of The Wheaton Oaks Townhouse Owners Association (hereinafter referred to as "By-Laws"), attached hereto as Exhibit "B", are recorded for the purpose of amending and restating the 1987 Restatement of Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association, which was recorded with the Recorder of Deeds of DuPage County, Illinois on October 16, 1987, and assigned Document No. R87-150875 and the Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for The Wheaton Oaks Townhouse Owners Association that was recorded with the Recorder of Deeds of DuPage County, Illinois on May 7, 2007 and was assigned Document No. R2007-085017 (hereinafter collectively referred to as "prior covenants") and the By-Laws of The Wheaton Oaks Townhouse Owners Association (hereinafter referred to as "Original By-Laws"), which had an effective date of September 22, 1992. This Declaration and the By-Laws attached hereto as Exhibit "B" are made and entered into by the Board of Directors of The Wheaton Oaks Townhouse Owners 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 prior covenants 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.

**PREAMBLE**

WHEREAS, The Wheaton Oaks Townhouse Owners Association (hereinafter the "Association") through its Board of Directors administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Property");

WHEREAS, the 1987 Restatement of Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association was recorded with the Recorder of Deeds of DuPage County, Illinois on October 16, 1987 and assigned Document No. R87-150875;

WHEREAS, the Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for The Wheaton Oaks Townhouse Owners Association was recorded with the Recorder of Deeds of DuPage County, Illinois on May 7, 2007 and was assigned Document No. R2007-085017;



WHEREAS, the Board of Directors desires to amend and restate the prior covenants, replacing it, in its entirety, with this Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association;

WHEREAS, the Board of Directors desires to amend the prior covenants to conform that document to the current provisions of the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.) as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, the Board of Directors desires to amend and restate the Original By-Laws replacing it, in its entirety, with the Amended and Restated By-Laws of The Wheaton Oaks Townhouse Owners Association, attached hereto as Exhibit "B";

WHEREAS, the Board of Directors desires to amend the Original By-Laws to conform that document to the current provisions of the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.) as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, this Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association and the Amended and Restated By-Laws of The Wheaton Oaks Townhouse Owners 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, with such members having signed this document;

WHEREAS, this Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association and the Amended and Restated By-Laws of The Wheaton Oaks Townhouse Owners Association, attached hereto as Exhibit "B", shall become effective upon recordation in the Office of Recorder of Deeds, DuPage County, Illinois.

NOW THEREFORE, the prior covenants are hereby restated and amended as follows:

## **ARTICLE 1**

### **REVOCATION OF PRIOR COVENANTS**

The 1987 Restatement of Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association and the Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for The Wheaton Oaks Townhouse Owners Association identified above as the "prior covenants" shall be, and upon the recording of this Declaration, are hereby revoked entirely and substituted in their place is this Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association.

## ARTICLE 2

### DEFINITIONS

For purposes of clarity and brevity, certain words as used herein, unless the context otherwise requires, are defined as follows:

2.1 Assessment. The portion of the cost of maintaining, repairing and managing the property which is to be paid by each Owner.

2.2 Association. THE WHEATON OAKS TOWNHOUSE OWNERS ASSOCIATION an Illinois Not-For-Profit Corporation organized pursuant to the provisions of Article 9 of this Declaration.

2.3 Board. The Board of Directors acting for the Association.

2.4 Building. A continuous structure containing single family residence units with party walls straddling the boundaries between such units.

2.5 By-Laws. The Amended and Restated By-Laws of The Wheaton Oaks Townhouse Owners Association, attached hereto as Exhibit "B".

2.6 Common Area. All portions of the Property except the Units.

2.7 Common Expenses. The actual and estimated costs of:

(a) maintenance, management, operation, repair, improvements and replacements of the Common Area and those parts of the Units as to which pursuant to other provisions hereof it is the responsibility of the Board to maintain, repair and replace.

(b) management and administration of the Property, including, without limiting the same, compensation paid to a managing agent, accountants, attorneys and other independent contractors and employees.

(c) any other items deemed by or in accordance with the provisions of this Declaration to be Common Expenses.

2.8 Development. The development of THE WHEATON OAKS Area or any portion thereof.

2.9 Easement. The right of a nonowner to use a specific part of the Development for a specific purpose.

2.10 Improve. To enhance in value or quality. Make better. To increase the value of land and property by betterment.

- 2.11 Improvement. The act or process of being improved. Enhanced value or excellence.
- 2.12 Maintain. To keep in an existing state (as of repair or efficiency) preserve from failure or decline.
- 2.13 Maintenance. The act of being maintained.
- 2.14 Majority or Majority of the Unit Owners. The owners who own more than 50% of the Units.
- 2.15 Member. Every person who holds membership in the Association, by virtue of being the holder of one or more units.
- 2.16 Mortgagee. The lender, such as a bank or other institution who receives the mortgage.
- 2.17 Mortgagor. The Unit Owner who, by a written document, pledges his property as security for a loan.
- 2.18 Occupant. Person or persons, including Owners, in lawful possession of a Unit.
- 2.19 Owner or Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit. Unless otherwise specifically provided herein, the said word shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.
- 2.20 Person. A natural individual, corporation, partnership, trustee or other trust entity capable of holding title to said property.
- 2.21 Prior Covenants. The 1987 Restatement of Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association and recorded with the Recorder of Deeds of DuPage County, Illinois on October 16, 1987, and assigned Document No. R87-150875 and the Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for The Wheaton Oaks Townhouse Owners Association that was recorded with the Recorder of Deeds of DuPage County, Illinois on May 7, 2007 and was assigned Document No. R2007-085017,
- 2.22 Property. All the land, building and space comprising the real estate subject to this Declaration, all improvements and structures constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the common and mutual use, benefit or enjoyment of the Owners and such additions as may hereinafter be made subject to this Declaration.
- 2.23 Declaration. This instrument and as from time to time amended.

2.24 Townhouse. A one family dwelling constructed on a Unit and attached to one or more townhouses by party walls.

2.25 Unit. Each parcel of property, as designated on the various assessment plots, upon which is located a townhouse.

2.26 Unit Ownership. A part of the Property consisting of one Unit and easements appurtenant thereto.

### **ARTICLE 3**

#### **PROPERTY RIGHTS AND EASEMENTS**

3.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which right and easement shall include but not be limited to easements for vehicular parking to the extent authorized herein, pedestrian ingress and egress, and use of open spaces and recreational facilities on the Common Area. Such rights and easements shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) The right of the Association to prescribe reasonable regulations governing the use, operation and maintenance of the Common Area.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.
- (c) The right of the Association to suspend the use of the recreational facilities situated upon the Common Area by an Owner for the period during which any assessment against his Unit remains unpaid and for a reasonable period for any infraction of its rules and regulations.
- (d) The right of the Association to levy assessments as elsewhere provided in this Declaration.
- (e) The rights of the Association as elsewhere provided in this Declaration.

3.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right and easement of enjoyment to the Common Area and facilities to the members of his family residing in the Unit and to his authorized tenants or contract purchasers who reside on the Property.

3.3 Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that any Unit or any structure containing one or more Units or any improvements to any Unit or structure containing one or more Units or any facilities servicing primarily one or more Units constructed by Developer encroaches upon any of the Common

Area, then a perpetual easement appurtenant to such Unit structure shall exist for the continuance of any such encroachment on the Common Area.

3.4 Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other Person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit or other portion of the Property as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

3.5 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and the easements and covenants contained herein, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3.6 Easement to Board and Association. The Property shall be subject to a perpetual easement to the Board and to the Association, its successors and assigns, and authorized representatives, for ingress and egress, to perform its obligations and duties as required by this Restatement and By-Laws. Should it be necessary to enter a Unit to make emergency repairs to preserve the Unit, or any adjoining Unit, the authorized agents of the Board shall be authorized to make such entry.

3.7 Other Easements. Each Owner, their guests and permitted invitees and licensees, the U. S. postal service, and permitted servicemen, deliverymen and contractors of the Owners, the Association, necessary and appropriate public and private utility companies and necessary and appropriate governmental agencies, shall have an easement for ingress and egress to the subject Unit over and across the Common Area, including walkways, parking and vehicular traffic easements as necessary and appropriate, for visitation, mail and parcel post delivery, and all other service, maintenance, construction, installation, inspection, delivery and work, as provided, authorized or contemplated in this Declaration, all subject to rules of the Association.

3.8 No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

## ARTICLE 4

### USE AND OCCUPANCY

4.1 Use of Unit. No Unit shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. The combining of any two Units shall be done only with the express consent of the Board.

4.2 Commercial Use. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

4.3 Uses Not Considered Commercial. The restrictions contained in Paragraphs 4.1 and 4.2 above shall not be construed in such a manner as to prohibit an Owner from: (a) maintaining his personal professional library in his Unit; (b) keeping his personal business or professional records or accounts in his Unit; or (c) handling his personal business or professional telephone calls or correspondence from his Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraphs 4.1 and 4.2.

4.4 Obstruction of Common Area. The use, maintenance and operation of the Common Area shall not be obstructed, damaged or unreasonably interfered with by any Owner, nor shall anything be stored in the Common Area without the prior consent of the Board.

4.5 Hazardous Use. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance applicable to the improvements or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any law. No waste shall be committed anywhere on the Property.

4.6 Exteriors. Owners shall not cause or permit any alteration or painting of or anything to be placed on the outside walls of Units and no sign, storm sash, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. No radio or television antenna may be installed upon the exterior of a Unit or on the land. Other than the repair or replacement of those fences provided by the Developer, no fence may be erected without prior approval of the Board. Nothing shall be altered, constructed on, removed from or painted on the exterior thereof, except upon the written consent of the Board.

4.7 Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Area, except that dogs, cats or other household pets

may be kept in Units, subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property, upon written notice from the Board.

4.8 Offensive Activities. No unlawful, noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

4.9 Impairment of Structural Integrity of Building. Nothing shall be done in any Unit which will impair the structural integrity of any Building or which would structurally change the Building except as is otherwise provided herein. No Owner shall overload the electric wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

4.10 Laundry and Rubbish. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Property. The Property shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers (of such type, color, composition and design as may be determined by the Board), and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

4.11 Other Activities. There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, sand boxes, or chairs on the front lawns, parkways, sidewalks or front entries, and there shall be no playground equipment or swimming pools on the Property except as constructed or furnished by the Association.

4.12 Interiors. The covering of the interior surfaces of the windows and glass doors appurtenant to the Units whether by draperies, shades or other items visible from the exterior of a Unit, shall be subject to the regulation by the Board.

4.13 Owners Other Responsibilities. Each Owner shall be obligated to maintain and keep in good order and repair the interior of his own Unit. Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as herein provided.

4.14 Other Planting Restrictions. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon the Property.

4.15 Parking. All automobiles shall be parked in garages or on Unit driveway aprons. All vehicles including, but not by way of limitation, trailers, boats, motor homes, dune buggies, and snowmobiles, shall be stored only within garage spaces. Parking spaces situated in Common Areas are to be available for the use of residents and authorized guests, and shall not be allocated

to any Unit. Parking in Common Areas shall be for the temporary use of residents and guests and not for the prolonged use by a resident Owner.

4.16. Additional Restrictions. The Units and the Common Area and the respective uses thereof shall also be subject to such additional rules, regulations and restrictions as shall be in force and published from time to time by reason of authority and action of the Association and the Board.

#### 4.17 Leasing of Units.

- (1) In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the Property. Subject to the provisions contained herein, Unit Owners shall be prohibited from leasing a Unit.
- (2) Any Unit Owner desiring to lease a Unit to a family member shall not be subject to this restriction. Family members shall be limited to parents, children (natural or adopted), grandparents, grandchildren or siblings. All other restrictions, including notification and Board approval, apply.
- (3) A Unit Owner may apply for a one year hardship waiver in the following manner:
  - (a) The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of the lease restriction setting forth the reasons why they are entitled to same.
  - (b) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds in its sole discretion that a reasonable hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.
  - (c) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.
  - (d) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.
  - (e) In the event Unit Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.



- (4) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
- (5) In addition to the authority to levy fines against the Unit Owner for violation of this Section or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including, but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.
- (6) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Section shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- (7) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- (8) This Section shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of DuPage County.

## **ARTICLE 5**

### **PARTY WALLS**

5.1 Definition. A party wall is a wall constructed on the Property between two Units and lying partially within both Units used as a dividing wall between the two Units and as an exterior wall for each such Unit.

#### 5.2 Easements.

- (a) The title of each Unit Owner to the portion of each party wall within such Unit is subject to a cross easement in favor of the adjoining Unit Owner for joint use of said wall.
- (b) Each party wall may be erected upon the line between the Units concerned, but it is recognized that errors may occur in the actual placement of said party walls during the course of construction. Accordingly, the right is hereby reserved to place each such party wall a distance of not more than three (3) feet to either side of such line. Whenever an error with respect to the placement of any party wall of any Unit shall be found but said error is less than three (3) feet in either direction from the line between the Units the legal description of the Units

concerned may be changed or amended, and each of the Owners concerned shall without further consideration execute and deliver all such conveyances as may be necessary or appropriate, so as to place the line concerned directly underneath such party wall, or alternatively, each of the Owners concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate in order to place each party in the same position as though such party wall were precisely situated upon the line between the Units intended.

### 5.3 Repairing or Rebuilding.

- (a) In the event it is necessary to repair or rebuild any party wall or portion thereof, the expense shall be divided equally between the two adjoining Owners. However, if such repairs or rebuilding are caused by the fault of one adjoining Owner, said Owner shall bear the full cost. If repairs or reconstruction are required only on that portion of a party wall falling entirely within a Unit, the cost shall be borne entirely by the Unit Owner on whose side the damage occurred.
- (b) The easements created herein shall not terminate in the event of the destruction of any party wall. In the event of such destruction, any Owner who shall have reconstructed a party wall shall be entitled to recover from the adjoining Owner, upon demand, a sum equal to fifty percent (50%) of the cost of reconstruction, including foundations and necessary supports, except as provided in subparagraph (a) above.
- (c) Whenever any party wall or portion thereof shall be repaired or reconstructed, it shall be placed on the same line, be of the same size and constructed of the same or similar materials and of like quality as the wall being repaired or reconstructed.

## ARTICLE 6

### JOINT CONNECTION OF SEWER, WATER, ELECTRICAL, GAS AND TELEPHONE LINES

The rights and duties of the Owners of Units within the subdivisions with respect to sewer, water, electricity, gas and telephone shall be governed by the following:

- (a) Wherever joint house connections of sanitary and storm sewer, water, electricity, gas or telephone lines are installed within the subdivision, and the connections, or any portion thereof, lie in or upon Units owned by others than the Townhouse Owner served by said connections, the Association and the Owners of any Townhouse served by said connection shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon Units or to have the utility companies enter upon the Units within the subdivision in or upon which said connection, or any portion thereof is located, to repair, replace and generally maintain said connection as and when the same may be necessary as set forth below. If the Board deems the repair, replacement or maintenance of such connection to be an emergency, the

Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Townhouse Units served by such connection in the amounts the Owners would otherwise be responsible for under paragraphs (c) and (d) herein, and each such Owner shall pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board. Said assessment, if not so paid on the date when due, shall become delinquent and shall be a continuing lien on the Unit of such Owner and shall be the personal obligation of the Owner and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in Article 12 hereof for other assessments by the Association.

(b) Wherever joint house connections of storm and sanitary sewer, water, electricity, gas or telephone lines are installed within the subdivisions and the connections serve more than one Townhouse, the Owner of each Townhouse served by said connection shall be entitled to the full use and enjoyment of such portion of said connections as services his Townhouse.

(c) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Townhouse being served by said connection, or any of his agents, guests or members of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner responsible therefor shall forthwith proceed to replace or repair the same to as good condition as formerly without cost to the other Owners served by said connection.

(d) In the event any portion of said connection or line is obstructed, damaged or destroyed by some cause other than the act of any of the Owners being served by said connection, his agents, guests, or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or construction shall prevent the full use and enjoyment of said connection by the Owner of a Townhouse served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good condition as formerly at their joint and equal expense.

## **ARTICLE 7**

### **MAINTENANCE AND REPAIR**

7.1 Common Area. Except as may be otherwise expressly provided herein to the contrary, and except to the extent undertaken by the City of Wheaton, the Association shall carry out or cause to be performed as a Common Expense all maintenance, improvements, repair and replacement of and on the Common Area and on any walkway easements, the payment of all taxes and other liens assessed or charged against the Common Area, and the management and operation of the Association recreational facilities. None of these functions shall be carried out by any Owner without the prior written approval of the Board.

## 7.2 Units.

- (a) The Owner of each Unit shall furnish and be responsible for, at his own expense, all of the decorating and glass replacement within his own Unit.
- (b) The Association, and not any individual Owner, shall exclusively determine the need for and carry out or cause to be performed as a Common Expense all maintenance of the exterior of the Units, including but not limited to painting, tuck pointing, cleaning, repair and replacement of the exteriors of each of the Units, including without limitation roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and all water, sewer, gas and electric lines lying outside the Buildings. Such exterior maintenance shall not include glass surfaces, air conditioning or heating units. The determination of these aspects of exterior maintenance shall be at the discretion of the Board.
- (c) The Association may determine the need for and may carry out or cause to be performed all such maintenance and repair of all structural portions of the Units and of all water, sewer, gas and electric lines incorporated in or forming a part of the interior of the Buildings as originally constructed, not including, however, the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines, or household appliances shall be at the Unit Owner's expense.
- (d) The Association shall have power (but shall not be required hereby) to provide for such guards and other attendants and services for the protection and benefit of the Property and its inhabitants generally as its Board of Directors may determine from time to time to do.
- (e) In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance, repair or replacement shall be the Owner's obligation and the Association shall add such cost to said Owner's other assessments under this Declaration, but only to the extent that such expense is not met by the proceeds of insurance carried by the Board or other Unit Owners. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## 7.3 Landscaping and Lawn Maintenance Service.

- (a) All landscaping on the Property shall be uniform and in accordance with the general landscaping scheme. No changes or additions may be made unless they are in conformity with regulations established by the Board.
- (b) Except as provided in sub-paragraph (c) below, the Association shall be responsible for the care and maintenance of all existing landscaping and also the

replacement thereof as may be required from time to time, unless such replacement is required due to the negligence or voluntary act of an Owner or Owners, in which case such cost shall be paid by the party or parties at fault.

- (c) Each Owner shall have the right to plant or install shrubs, plants or trees but only within the limits of the rear yard privacy fences and only so long as such additions do not interfere with or alter the existing landscaping or interfere with the maintenance personnel in performing their duties. The maintenance, care and replacement of landscaping within the privacy fence shall be the responsibility of the installing Owner.
- (d) No excavating, earth moving or other changes to the landscape of any portion of the Property shall be done except to the extent required to insure preservation, and to avoid despoliation, of the general character of the areas on the Property which are to be retained as open spaces.

7.4 Snow Removal. The Board shall contract for or otherwise cause the removal of snow from all streets, sidewalk entrance ways and driveways falling within the Property. The cost thereof shall be a Common Expense.

7.5 Exterior Repainting. At such intervals as the Board deems necessary, the exterior of the units surfaces (except masonry or similar materials) shall be painted in accordance with the existing color scheme or an alternative color scheme approved by three quarters (3/4) of the Unit Owners. The cost of such painting shall be a Common Expense.

7.6 Driveway Repair. Whenever private parking roadways, parking lots and driveways shall require repair or replacement, such construction shall be done or caused to be done by the Association. The cost of such repairs or replacements shall be borne by the Association as a Common Expense unless due to the negligence or voluntary act of an Owner or Owners, in which case such cost shall be paid by the party or parties at fault.

7.7 Fences. The maintenance, repair and replacement of all fences on the Property shall be the responsibility of the Association.

7.8 Other Maintenance. The Association shall in addition, carry out or cause to be performed, in or about the Common Property any such additional functions in the nature of maintenance, improvements, repairs and services to the recreational and other facilities for the use and benefit of the Common Property and its occupants generally as shall be determined by the Board from time to time and the Board shall also have the power to impose, upon the individuals actually using or benefiting therefrom the cost of such additional services for the use thereof. The Board may promulgate such reasonable rules and regulations as are necessary or desirable to carry out the aforesaid intent.

## 7.9 Damage to Unit.

- (a) In the event that the Association has purchased blanket insurance which insures all Units against loss or damage by the perils of fire, lightning, or other cause, and one or more Units is damaged as the result of an insurable loss, the Association shall be solely responsible for the repair, restoration, or rebuilding of the damaged Units.
- (b) In the event that the Association has not purchased insurance as described in paragraph (a) above, and then a Unit or Units are damaged as described in paragraph (a) above, the Owner or Owners of the Units so damaged shall be obligated to promptly restore the Units to substantially the same condition, design and color as existed prior to the occurrence of the damage, utilizing the same or substantially similar materials, and construct the Units within the same boundaries, vertical and horizontal as existed prior to the occurrence of the damage.
- (c) The Association is hereby given and shall have power to select or approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding; to select a contractor, or contractors, to perform all or various parts of the work, to be done upon the various Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Units; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.
- (d) In the event of the failure of the Owner or Owners to make such repairs in the time and manner provided above, the Board may make or cause such repairs or construction as may be required and charge to the Owner or Owners with the cost thereof plus interest, as a special assessment. In the event the Owner or Owners do not pay said special assessment, the Board shall have a lien on the Unit which may be enforced in the same manner as elsewhere provided in this Declaration.

7.10 Waiver of Claims. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Building, if any, and their respective employees and agents for damage to the Common Area, the Units or to any personal property located in the Units or Common Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

7.11 Contracts Awarded on Bids. Except as provided in subparagraphs (i) and (ii) below, all contracts entered into by the Board including substantial maintenance or repair of one or more Units or the Common Area, including contracts for painting, snow removal, landscaping, and the

like, shall be awarded to the lowest responsible bidder. The requirements of this paragraph 7.11 shall not apply to:

- (i) The renewal of contracts to suppliers or contractors currently under contract with the Association; or
- (ii) The engaging of services required to abate an emergency.

## **ARTICLE 8**

### **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property nor shall any exterior addition to or change or alteration therein be made, except such as were installed and approved by the Developer in connection with the initial construction of the Units until the plans and specifications showing the nature, 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 Board, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after complete 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 9**

### **ASSOCIATION -MEMBERS -VOTING RIGHTS**

9.1 Association. The Articles of Incorporation and By-Laws of the Association, and all amendments to each, shall conform to and be consistent with the provisions of this Declaration, and each Owner agrees to be bound by and observe the rights and obligations of all such documents.

9.2 Membership. The Association shall be the governing body for all of the Owners as provided herein. Every Owner shall be a Member of such Association, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit, at which time the new Owner shall automatically become a Member therein. The Board may issue certificates evidencing membership in the Association.

9.3 Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit, or may be some person designated by such Owner or Owners to act in proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to

the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and may vote or take any other action as a voting member either in person or by proxy, but each Unit is entitled to only one voting member.

9.4 Suspension of Voting Rights. The Board shall have the right to suspend the voting rights of any Members for any period during which any assessment against his Unit remains unpaid.

9.5 Meetings. Meetings of the voting members shall be held at the Property or at such other place in DuPage County as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

9.6 Annual Meetings. There shall be an annual meeting of the voting members on the first Tuesday of October at 7:30 P.M. or at such other reasonable time or date (not more than thirty days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10), and not more than thirty (30), days prior to the date fixed for said meeting.

9.7 Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting 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 voting 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.

9.8 Notices of Meetings. Unless otherwise specifically provided in this Declaration or in the By-Laws or required by law, any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if:

- (a) Mailed to the Owner's last known address as provided by such Owner to the Association, or if no such address has been provided then mailed to such Owner's Unit;
- (b) Personally delivered to such Owner;
- (c) Posted in an Association publication that is routinely mailed to all Owners; or
- (d) Transmitted to an Owner via electronic transmission, such as electronic mail (e-mail) or facsimile (fax); provided, however, that prior to the sending of such a notice via electronic transmission, an Owner must consent, in writing, to receive notices via electronic transmission.



## ARTICLE 10

### BOARD OF DIRECTORS

#### 10.1 Election of Board.

- (a) The direction and administration of the Association shall be vested in its Board, consisting of seven (7) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners and shall reside on the Property; 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 officer, director or other designated agent of such corporation, partner or other designated agent of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the Property. Any written agreement entered into by the Board in favor of all mortgagees of Units shall be fully binding upon the Association provided, however, that no such agreement shall affect any rights of the City of Wheaton.
- (b) The method of determining areas represented, terms of Board members, and related matters shall be determined by the Association and set forth in the Corporation By-Laws.

10.2 Election of Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

10.3 Removal of Board Member. Any Board member may be removed from office by the affirmative vote of the voting members having at least two-thirds of the total votes in the Association at any special meeting called for the purpose. Any vacancy, whether by removal from office or resignation, may be filled by the affirmative vote of two-thirds (2/3) of the remaining members of the Board. A director appointed to fill a vacancy shall serve until the next annual meeting of Owners or until Owners holding at least twenty percent (20%) of the total votes in the Association request a meeting of the Owners to fill the vacancy for the balance of the term. A meeting of the Owners 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 Owners holding at least twenty percent (20%) of the total votes in the Association requesting such a meeting.

10.4 Execution of Documents. 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 or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

10.5 General Powers. The Board for the benefit of all the Owners shall do, acquire and pay for out of the common funds hereinafter provided for, the following:

- (a) Waste removal, professional management fees, electricity and other necessary utility service, provided, however, that each Owner shall pay for his own telephone, electric, gas, waste removal and other utilities which are separately billed by the respective utilities for his Townhouse. Utilities which are not separately metered or billed shall be paid by the Board as a Common Expense.
- (b) Only upon authorization by the affirmative vote of not less than a majority of the Owners at a meeting duly called for such purpose, the Board of Directors acting on behalf of all Unit Owners shall have the power to transfer any part of the Common Area to any public agency or governmental authority or agency or utility for such purpose.
- (c) Any other services, material, supplies, furniture, labor, taxes, maintenance, repairs, grants of easement, actions, decisions, contracts, structural alterations, or assessments whatsoever which the Board is required or authorized to secure or pay for or accomplish pursuant to the terms of this Declaration or the Association's By-Laws or which in its opinion shall be necessary or proper for the management, maintenance, improvement and operation of the Property.
- (d) The Maintenance or repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Property, and an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of such maintenance or repair, delivered by the Board to said Owner. In such event, the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.
- (e) The Board or its agents upon reasonable notice may enter any Townhouse or any portion of the Property when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board at its expense.
- (f) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay out of the maintenance fund any structural alterations of, capital additions to, or capital improvements of any Unit (other than for purposes of replacing or restoring portions of such Unit, subject to all the provisions of this Declaration) requiring an expenditure in excess of three percent of the previous year's Association budget, without in each case the prior approval of the voting members for at least two-thirds (2/3) of the number of Units.

- (g) The Board, by vote of at least five-sevenths (5/7) of the Board members, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of that portion of the Property over which it is given responsibility in this Declaration 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 the entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection thereto then such rule and regulation shall be deemed rescinded until approved by the voting members for at least two-thirds (2/3) of the number of Units.
- (h) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.
- (i) The Board may elect to have the cost of any or all of the goods and services assessed specially to each Owner in proportion to his use of or benefit from such goods and services.
- (i) Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.
- (k) The Board may take such steps, consistent with law and good accounting practices, to assure, to the extent reasonably possible, that the Association and the funds collected and held by it are not subject to income tax taxation by any governmental agency.

10.6 Indemnity. The members of the Board of Directors and the Association's officers 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 as such Board members and officers acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Directors or the officers against all contractual liability to others arising out of contracts made by the Board of Directors or the officers on behalf of the Owners unless any such contract shall have been made in bad faith or willfully contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors, the officers, or out of the aforesaid indemnity in favor of the members of the Board of Directors or the officers shall be limited to such proportion of the total liability thereunder as his Unit bears to the total number of Units subject to this Declaration. Every agreement made by the Board of Directors, officers, or by the managing agent on behalf of the Owners shall provide that the members of the Board of Directors, officers, or the managing agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Unit bears to the total number of Units subject to this Declaration.

10.7 Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property, or any question of interpretation or application of the provisions of this Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

10.8 Cooperation with Mortgagees. The Board may cooperate fully with any reasonable request of mortgagees of any Unit relative to this Declaration and the Property. Without limitation, the Board may (i) give written notice to any such mortgagee of any default in its mortgagor's performance of obligations under this Declaration or the By-Laws or of any loss to or taking of Common Area which exceeds \$10,000.00, (ii) make available to any such mortgagee the Association's books and records for examination upon the same basis and in the same manner as if it were an Owner, (iii) authorize any such first mortgagees to, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and pay overdue premiums on hazard insurance coverage on the lapse of a policy for such Common Area, and reimburse such first mortgagees for such payments, and (iv) give such certifications and notices to such mortgagees which the Board determines to be appropriate.

## ARTICLE 11

### INSURANCE

11.1 The Board shall have the authority and shall be authorized to purchase policies of insurance insuring the Association, members of the Board of Directors and Unit Owners, insuring against such risks as the Board shall deem necessary and appropriate.

11.2 The policies of insurance mandated to be purchased by the Board shall include the following:

- (a) A policy or policies of insurance insuring improvements on the Common Area against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of such improvements, all on the terms of ARTICLE 11.3 (a)(i) below which are applicable to such improvements on the Common Area rather than the Units.
- (b) Comprehensive public liability and property damage insurance in such limits as the Board shall authorize, insuring the Association, the Board, the managing Agent, its agents and employees, and the Owners from any liability in connection with the Property and in connection with any walkway easements. Such insurance coverage shall also cover cross-liability claims of one insured against another.
- (c) Worker's Compensation insurance as may be necessary to comply with applicable laws.

- (d) 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 bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company.
- (e) Such other forms of insurance as the Board in its judgment shall elect to effect.

11.3 The Board may, but shall not be obligated to, purchase the following insurance:

- (a)(i) A policy or policies of insurance insuring the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Units. The Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Units to be insured. The cost of any and all such appraisals shall be Common Expenses. Each Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and furnishings and personal property therein. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the Common Expenses, as above provided, said Unit Owner may, at his option and expense, obtain such additional insurance. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (4) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, if any, their respective employees and agents, and Owners and Occupants, and (5) shall contain a "Replacement Cost Endorsement". Notwithstanding the issuance of standard mortgage clause endorsements, any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration; provided, however, that if the Board fails to perform all of the conditions

precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and any mortgagee or mortgagees are required to avail themselves of their rights under the standard mortgagees, under the standard mortgagee provisions, then the Board shall be responsible for the reasonable expenses incurred by the aforesaid mortgagee. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration and the By-Laws. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$100,000.00, the Board, upon written demand of the mortgagee of any Unit, shall engage the services of an Insurance Trustee as aforesaid. If secured, the fees of such Insurance Trustee shall be Common Expenses.

- (ii) In the event the Board does not secure the insurance referred to in (i) above each Owner shall be obligated to secure a policy or policies of insurance insuring his Unit against the loss or damage by the perils of fire, lightning, and those contained in the extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of each Unit. Said policy shall contain an endorsement to the effect that it may not be terminated for non-payment of premiums without at least ten (10) days prior written notice to the Board and shall also contain a "Replacement Cost Endorsement." A certificate of said insurance policy shall be delivered to the Board. In the event the Owner fails to secure such insurance, the Board shall have the right to secure same and charge the Owners the cost thereof plus interest as a special assessment. In the event the Owner or Owners do not pay said special assessment the Board shall have a lien on the Unit which may be enforced in the same manner as elsewhere provided in this Declaration regarding unpaid assessments.

## ARTICLE 12

### ASSESSMENTS-MAINTENANCE FUND

12.1 Estimate of Maintenance Costs. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services for which it is responsible together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners at a uniform rate for all Owners share and share alike. Each Owner shall receive, 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. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to

the Board, or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. On or before May 1st of each calendar year, the Board shall provide all Owners with a reasonably detailed summary of the receipts, Common Expenses, and reserves for the preceding budget year. The Board shall either: (a) make available for review to all Owners an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves; or (b) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

12.2 Reserve for Contingencies and Replacements. The Board shall accumulate and maintain reasonable and adequate reserve funds for the purposes specified herein. Reserve funds shall be an item or items, included in the budget of the Association and shall not be acquired through the issuance of special assessments. Extraordinary expenditures not included in the annual budget may, at the discretion of the Board, be charged against the reserve funds or through the assessment of special assessments. The special assessments shall apply to all Owners at a uniform rate. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. The Board may maintain, or may designate, separate expense contingency reserves and capital expenditure reserves and may make appropriate transfers therefrom.

12.3 Failure or Delay in Preparation of Estimate. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly assessment at the then existing monthly rate established for the previous period until the next monthly assessment which is due not more than ten days after such new annual or adjusted estimate shall have been mailed or delivered.

#### 12.4 Rejection of Budget by Unit Owners.

- (a) If an adopted budget requires assessment against the Unit Owners in any fiscal year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners with 25% percent of the votes of the Association filed within 21 days of the distribution of the budget, shall call a meeting of the Unit Owners within 30 days of the date of the filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners is cast at the meeting to reject the budget, it is ratified. The notice to Owners regarding the budget for the next fiscal year shall contain a concise statement of the owners rights as provided herein.

- (b) If an adopted budget or any special 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, then the Board, upon written petition by Owners with at least twenty percent (20%) of the total votes in the Association delivered to the Board within fourteen (14) days of the Board's action, shall call a meeting of the Owners to be held within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. At said meeting, unless voting members representing a majority of the total votes in the Association cast votes to reject the budget or separate assessment, it shall be deemed ratified. Provided, however, that separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of this Section. As used in this Section, "emergency" means a danger to or a compromise of the structural integrity of the Common Area or any of the common facilities of the Association or a danger to the life, health or safety of the Members. Provided further, however, that any assessments for additions or alterations to the Common Area or other Association owned property that are not included in the adopted annual budget, shall be separately assessed and are subject to the approval of voting members representing a majority of the total votes in the Association.

12.5 Owners Liability. Owners of Units shall be personally liable for all assessments. Each grantee shall be personally liable for all assessments due at time of conveyance without prejudice, however, to grantee's rights to reimbursement from grantor. Liability for such assessment may not be avoided by non-use of Common Area or abandonment of his Unit.

12.6 Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures for which it is responsible, specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

12.7 Default. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may assess a late charge. In addition if the Association retains an agent or attorney to affect a collection of past due assessments, any costs incurred by the Association shall be paid by the Owner. The Association is authorized to bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. 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 interests, costs and fees as above provided shall be and



become a lien or charge against the Unit of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. No lien for such unpaid expenses will be prior to the lien of any mortgage which was recorded prior to the recording of a notice of such lien for unpaid expenses, specifying the amount thereof and the Unit to which they relate. If any mortgagee acquires the ownership of a Unit pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage, such Unit will not be subject to the lien of such expenses as provided herein which have accrued prior to said mortgagee's acquisition of title to such Unit. The Association may also file an action in Forcible Entry and Detainer. Any action or recovery shall include interest, costs and reasonable attorney's fees incurred in connection with any such action. The Association shall also be entitled to charge and collect any reasonable administrative fees, including but not limited to, any charges assessed to the Association by its managing agent for the processing or turnover of delinquent accounts, to a delinquent Owner which are the result of the delinquency of said Owner.

### **ARTICLE 13**

#### **AMENDMENTS**

13.1 Amendment. Except as otherwise expressly provided in this Declaration, this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board and containing an affidavit by an officer of the Board certifying the change, modification or rescission had been approved, in writing, by the owners of at least three-fourths (3/4) of the number of Units. The change, modification or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

13.2 Certain Restrictions on Amendment. Notwithstanding the foregoing, this Declaration may not be changed, modified or rescinded in any manner which would substantially adversely affect the rights and interests as expressed in this Declaration of the Declarants, the City of Wheaton or any mortgagee with a bona fide lien of record without in each case the written consent of the party so affected.

### **ARTICLE 14**

#### **GENERAL PROVISIONS**

##### 14.1 Notices.

- (a) Notices provided for in this Declaration shall be in writing and shall be addressed to the Board or the Association or any Owner, as the case may be, at the development or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owners may also designate a different address for notices to him by giving written notice of his change of address to the Board and the Association. Notices

addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

- (b) Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the courts wherein the estate of such deceased Owner is being administered.
- (c) Notices required to be given any heir of a deceased Owner may be delivered either personally or by mail to such party at his last known address or, if none, by publication or as otherwise provided by law.
- (d) Upon written request to the Board, the holder of any duly registered or recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit is subject to such mortgage or trust deed.

14.2 Severability. If any provision of the Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

14.3 Perpetuities and Other Rules of Property. If any of the options, privileges, covenants or rights created by this Restatement would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Wheaton and the incumbent President of the United States.

14.4 Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or conveyance, accepts the same 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. References to the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the rights described in this Article or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

14.5 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first class townhouses.

14.6 Unit Ownership in Trust. In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownerships 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 and undertakings, chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder 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 the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

14.7 Enforcement. The violation of any restriction, rule, condition or regulation adopted by the Board, or the breach of any covenant or provisions contained in this Declaration, shall give the Board the right, in addition to the rights set forth elsewhere in this Declaration and in the next succeeding section (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach. All expenses of the Board 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, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the Common Expenses and the Board shall have a lien for all of the same upon the Unit of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

14.8 Duration. These covenants and restrictions shall remain in full force and effect for a period of forty (40) years from the date hereof, and thereafter they shall be deemed to have been renewed for successive terms of ten (10) years.

14.9 No Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

14.10 Interest. The Board shall have the authority to establish the prevailing rate of interest to be charged on any account or indebtedness referred to in this Declaration.

14.11 Real Estate Taxes. In the event that any such taxes are not separately taxed to each Owner but are taxed on the Property or on a tract containing more than one Unit, each Owner shall pay his proportional share thereof.

14.12 Condemnation. If all or any part of the Common Area only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the Association. If any part of the Property including one or more Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, including (without limitation) all proceeds received on account of such taking of any part of the Common Area, shall be divided equitably among, and retained by, the Owners of the Units (subject to any prior rights thereto of first mortgagees of such Units) and the Association. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, then all the Units lying wholly or partly within the portion of the Property so isolated and all of the Common Area lying within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For purposes of this paragraph, "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

14.13 Captions. Captions used are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration.

**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 )

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

The undersigned individuals hereby certify that we are duly elected, qualified and acting directors of the Board of Directors of The Wheaton Oaks Townhouse Owners Association, and that the attached is a true, correct, and accurate copy of the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association and the Amended and Restated By-Laws of The Wheaton Oaks Townhouse Owners 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 Wheaton Oaks Townhouse Owners Association at a Board meeting, with each director who voted to approve such document having signed below.

EXECUTED this 14<sup>th</sup> day of SEPTEMBER, 2015.

Edward Sepke  
Printed Name

*Edward Sepke* 9/14/15  
Signature

Patricia Vary  
Printed Name

*Patricia Vary*  
Signature

Jim Stahr  
Printed Name

*Jim Stahr*  
Signature

Roland Wiebking  
Printed Name

*Roland Wiebking*  
Signature

Rudy Wulf  
Printed Name

*Rudy Wulf*  
Signature

Betsy Hiller  
Printed Name

*Betsy Hiller*  
Signature

Melissa Marx  
Printed Name

*Melissa Marx*  
Signature

I, Colleen C. Piraino, a Notary Public, hereby certify that on the above date, the above members of the Board of Directors of The Wheaton Oaks Townhouse Owners Association, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

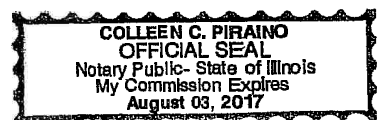


EXHIBIT A

That part of Lots 5 and 6 of Oyer's Subdivision of part of Section 8, Township 39 North, Range 10 East of the Third Principal Meridian (according to the Plat thereof recorded as Document 102898) described by commencing at the Southeast corner of said Lot 5 (said point being the point of intersection of the center line of Gary Avenue with the center line of Prairie Avenue) and running thence South 89°57' West along said center line of Prairie Avenue, 442.85 feet for a place of beginning; thence North 00°03' West at right angles to said center line, 343.7 feet to the South line of Paula Jones' Assessment plat of part of said Lot 5 recorded as Document R67-45287, thence South 88° 20' West along said South line, 350.26 feet to the Southwest corner of said Assessment plat; thence North 08° 09' West along the West line of said Assessment Plat, and said line extended Northerly, to the center line of Jewell Road; thence Westerly along said center line to the West line of said Lot 6; thence Southerly along said West line to the center line of Prairie Avenue; thence Easterly along said center line to the place of beginning, in DuPage County, Illinois.

All of the above described property is included within the following DuPage County, Illinois real estate Permanent Index Numbers:

05-08-312-004 through 059  
05-08-313-010  
05-08-313-021 through 030  
05-08-314-005 through 023  
05-08-315-004 through 015  
05-08-316-007 and 008  
05-08-316-012 through 028  
05-08-317-002 through 005  
05-08-419-002 through 016  
05-08-420-004 through 006  
05-08-421-001 through 007

## EXHIBIT A

WHEATON OAKS LEGAL DESCRIPTIONS

1. UNITS A, B, C, D AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 1 IN WHEATON OAKS TOWNHOMES UNIT NO. 1, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1977, AS DOCUMENT R77-66136, IN DUPAGE COUNTY, ILLINOIS

A. 1121 Wheaton Oaks Drive	05-08-312-011
B. 1117 Wheaton Oaks Drive	05-08-312-012
C. 1113 Wheaton Oaks Drive	05-08-312-013
D. 1109 Wheaton Oaks Drive	05-08-312-014
E. 1105 Wheaton Oaks Drive	05-08-312-015

2. UNITS A, B, C, D AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 2 IN WHEATON OAKS TOWNHOMES UNIT NO. 1, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1977, AS DOCUMENT R77-94540, IN DUPAGE COUNTY, ILLINOIS

A. 1049 Wheaton Oaks Drive	05-08-313-002
B. 1045 Wheaton Oaks Drive	05-08-313-003
C. 1041 Wheaton Oaks Drive	05-08-313-004
D. 1037 Wheaton Oaks Drive	05-08-313-005
E. 1033 Wheaton Oaks Drive	05-08-313-006

3. UNITS A, B, C, AND D IN WHEATON OAKS ASSESSMENT PLAT OF LOT 3 IN WHEATON OAKS TOWNHOMES UNIT NO. 1, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 4, 1977, AS DOCUMENT R77-101443, IN DUPAGE COUNTY, ILLINOIS

A. 1046 Wheaton Oaks Drive	05-08-314-019
B. 1042 Wheaton Oaks Drive	05-08-314-020
C. 1038 Wheaton Oaks Drive	05-08-314-021
D. 1034 Wheaton Oaks Drive	05-08-314-022

4. UNITS A, B, C, AND D IN WHEATON OAKS ASSESSMENT PLAT OF LOT 4 IN WHEATON OAKS TOWNHOMES UNIT NO. 1, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1977, AS DOCUMENT R77-66137, IN DUPAGE COUNTY, ILLINOIS

A. 1118 Wheaton Oaks Drive	05-08-314-015
B. 1114 Wheaton Oaks Drive	05-08-314-016
C. 1106 Wheaton Oaks Drive	05-08-314-017
D. 1102 Wheaton Oaks Drive	05-08-314-018

5. UNITS A, B, C, D, AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 7 IN WHEATON OAKS TOWNHOMES UNIT NO. 1, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1977, AS DOCUMENT R77-66138, IN DUPAGE COUNTY, ILLINOIS

A. 1218 Wheaton Oaks Drive	05-08-314-005
B. 1214 Wheaton Oaks Drive	05-08-314-006
C. 1210 Wheaton Oaks Drive	05-08-314-007
D. 1206 Wheaton Oaks Drive	05-08-314-008
E. 1202 Wheaton Oaks Drive	05-08-314-009

6. UNITS A, B, C, D, AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 8 IN WHEATON OAKS TOWNHOMES UNIT NO. 1, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1977, AS DOCUMENT R77-66139, IN DUPAGE COUNTY, ILLINOIS

A. 1149 Wheaton Oaks Drive	05-08-312-006
B. 1145 Wheaton Oaks Drive	05-08-312-007
C. 1141 Wheaton Oaks Drive	05-08-312-008
D. 1137 Wheaton Oaks Drive	05-08-312-009
E. 1133 Wheaton Oaks Drive	05-08-312-010

7. UNITS A, B, AND C IN WHEATON OAKS ASSESSMENT PLAT OF LOT 10 IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD



PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED NOVEMBER 23, 1977, AS DOCUMENT R77-108238, IN  
DUPAGE COUNTY, ILLINOIS

A. 1327 Tall Oaks Lane	05-08-312-022
B. 1323 Tall Oaks Lane	05-08-312-023
C. 1319 Tall Oaks Lane	05-08-312-024

8. UNITS A, B, AND C IN WHEATON OAKS ASSESSMENT PLAT OF LOT  
11 IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5  
AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF  
SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED NOVEMBER 23, 1977, AS DOCUMENT R77-108239, IN  
DUPAGE COUNTY, ILLINOIS

A. 1318 Tall Oaks Lane	05-08-315-015
B. 1322 Tall Oaks Lane	05-08-315-014
C. 1326 Tall Oaks Lane	05-08-315-013

9. UNITS A, B, C AND D IN WHEATON OAKS ASSESSMENT PLAT OF  
LOT 12 IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF  
LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½  
OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED NOVEMBER 17, 1977, AS DOCUMENT R77-106137, IN  
DUPAGE COUNTY, ILLINOIS

A. 1290 Tall Oaks Lane	05-08-315-012
B. 1296 Tall Oaks Lane	05-08-315-011
C. 1302 Tall Oaks Lane	05-08-315-010
D. 1306 Tall Oaks Lane	05-08-315-009

10. UNITS A, B, C AND D IN WHEATON OAKS ASSESSMENT PLAT OF  
LOT 13 IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF  
LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½  
OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED NOVEMBER 17, 1977, AS DOCUMENT R77-106136, IN  
DUPAGE COUNTY, ILLINOIS

A. 1346 Tall Oaks Lane	05-08-315-008
B. 1350 Tall Oaks Lane	05-08-315-007
C. 1354 Tall Oaks Lane	05-08-315-006
D. 1358 Tall Oaks Lane	05-08-315-005

11. UNITS A, B, C, D, AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 14 IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1977, AS DOCUMENT R77-115968, IN DUPAGE COUNTY, ILLINOIS

A. 1162 Oak View Drive	05-08-312-025
B. 1158 Oak View Drive	05-08-312-026
C. 1154 Oak View Drive	05-08-312-027
D. 1150 Oak View Drive	05-08-312-028
E. 1146 Oak View Drive	05-08-312-029

12. UNITS A, B, C, D, E, F, G, H, I, AND J IN WHEATON OAKS ASSESSMENT PLAT OF LOTS 16 AND 18 IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2 OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 1978, AS DOCUMENT R78-95019, IN DUPAGE COUNTY, ILLINOIS

A. 1017 Wheaton Oaks Drive	<del>05-08-419-012</del> 05-08-313-012
B. 1013 Wheaton Oaks Drive	<del>05-08-419-013</del> 05-08-313-013
C. 1009 Wheaton Oaks Drive	<del>05-08-419-014</del> 05-08-313-014
D. 1005 Wheaton Oaks Drive	<del>05-08-419-015</del> 05-08-313-015
E. 1001 Wheaton Oaks Drive	<del>05-08-419-016</del> 05-08-313-016
F. 949 Wheaton Oaks Drive	05-08-419-003
G. 945 Wheaton Oaks Drive	05-08-419-004
H. 941 Wheaton Oaks Drive	05-08-419-005
I. 937 Wheaton Oaks Drive	05-08-419-006
J. 933 Wheaton Oaks Drive	05-08-419-007

13. UNITS A, B, C, AND D OF WHEATON OAKS ASSESSMENT PLAT OF LOT 17 & PART OF LOT 19, LOT 17 AND THE WEST 12.0 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF LOT 19 IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2 OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1979, AS DOCUMENT R79-62609, IN DUPAGE COUNTY, ILLINOIS

- |                            |               |
|----------------------------|---------------|
| A. 1014 Wheaton Oaks Drive | 05-08-317-002 |
| B. 1010 Wheaton Oaks Drive | 05-08-317-003 |
| C. 1008 Wheaton Oaks Drive | 05-08-317-004 |
| D. 1006 Wheaton Oaks Drive | 05-08-317-005 |

14. UNITS A, B, AND C OF WHEATON OAKS ASSESSMENT PLAT OF PART OF LOT 19, LOT 19, EXCEPT THE WEST 12.0 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF SAID LOT 19 IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2 OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1979, AS DOCUMENT R79-62610, IN DUPAGE COUNTY, ILLINOIS

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|---------------------------|---------------|
| A. 954 Wheaton Oaks Drive | 05-08-420-004 |
| B. 950 Wheaton Oaks Drive | 05-08-420-005 |
| C. 946 Wheaton Oaks Drive | 05-08-420-006 |

15. UNITS A, B, C, D, E, F, AND G OF WHEATON OAKS ASSESSMENT PLAT OF LOT 20 IN WHEATON OAKS TOWNHOMES UNIT NO. 3, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1977, AS DOCUMENT R77-117890, IN DUPAGE COUNTY, ILLINOIS

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|---------------------------|---------------|
| A. 925 Wheaton Oaks Drive | 05-08-421-001 |
| B. 921 Wheaton Oaks Drive | 05-08-421-002 |
| C. 917 Wheaton Oaks Drive | 05-08-421-003 |
| D. 913 Wheaton Oaks Drive | 05-08-421-004 |
| E. 909 Wheaton Oaks Drive | 05-08-421-005 |
| F. 905 Wheaton Oaks Drive | 05-08-421-006 |
| G. 901 Wheaton Oaks Drive | 05-08-421-007 |

16. UNITS A AND B IN WHEATON OAKS ASSESSMENT PLAT OF LOT 22 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1978, AS DOCUMENT R78-21435, IN DUPAGE COUNTY, ILLINOIS

- A. 1217 Oak View Drive 05-08-316-012  
 B. 1213 Oak View Drive 05-08-316-013

17. UNITS A B, C, AND D IN WHEATON OAKS ASSESSMENT PLAT OF LOT 23 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1978, AS DOCUMENT R78-21436, IN DUPAGE COUNTY, ILLINOIS

- A. 1209 Oak View Drive 05-08-316-014  
 B. 1205 Oak View Drive 05-08-316-015  
 C. 1201 Oak View Drive 05-08-316-016  
 D. 1161 Oak View Drive 05-08-316-017

18. UNITS A, B, C, D, AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 24 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1978, AS DOCUMENT R78-28033, IN DUPAGE COUNTY, ILLINOIS

- A. 1153 Oak View Drive 05-08-316-007  
 B. 1141 Oak View Drive 05-08-316-008  
 C. 1137 Oak View Drive 05-08-316-009  
 D. 1133 Oak View Drive 05-08-316-010  
 E. 1129 Oak View Drive 05-08-316-011

19. UNITS A, B, C, D, E, F, G, AND H IN WHEATON OAKS ASSESSMENT PLAT OF LOTS 25 & 26 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1978, AS DOCUMENT R78-63943, IN DUPAGE COUNTY, ILLINOIS

- A. 1109 Oak View Drive 05-08-316-018  
 B. 1105 Oak View Drive 05-08-316-019

C. 1101 Oak View Drive	05-08-316-020
D. 1047 Oak View Drive	05-08-316-021
E. 1043 Oak View Drive	05-08-316-022
F. 1039 Oak View Drive	05-08-316-023
G. 1035 Oak View Drive	05-08-316-024
H. <del>1033</del> Oak View Drive	05-08-316-027

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20. UNITS A, B, C, AND D IN WHEATON OAKS ASSESSMENT PLAT OF LOT 27 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1979, AS DOCUMENT R79-23212, IN DUPAGE COUNTY, ILLINOIS

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A. 1034 Oak View Drive	05-08- <del>315</del> -022
B. 1030 Oak View Drive	05-08-313-023
C. 1026 Oak View Drive	05-08-313-024
D. 1022 Oak View Drive	05-08-313-025

21. UNITS A, B, C, D AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 28 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1979, AS DOCUMENT R79-13420, IN DUPAGE COUNTY, ILLINOIS

A. 1062 Oak View Drive	05-08-313-026
B. 1058 Oak View Drive	05-08-313-027
C. 1054 Oak View Drive	05-08-313-028
D. 1050 Oak View Drive	05-08-313-029
E. 1046 Oak View Drive	05-08-313-030

22. UNITS A, B, C, D, AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 29 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1978, AS

DOCUMENT R78-50437, AND REVISED PLAT RECORDED ON JULY 13, 1978 AS DOCUMENT R78-63942 IN DUPAGE COUNTY, ILLINOIS

- |                        |               |
|------------------------|---------------|
| A. 1134 Oak View Drive | 05-08-312-030 |
| B. 1130 Oak View Drive | 05-08-312-031 |
| C. 1126 Oak View Drive | 05-08-312-032 |
| D. 1122 Oak View Drive | 05-08-312-033 |
| E. 1118 Oak View Drive | 05-08-312-034 |

23. UNITS A, B, C, D, AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 30 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 17, 1978, AS DOCUMENT R78-65305, IN DUPAGE COUNTY, ILLINOIS

- |                       |               |
|-----------------------|---------------|
| A. 1322 Shagbark Lane | 05-08-312-039 |
| B. 1326 Shagbark Lane | 05-08-312-038 |
| C. 1330 Shagbark Lane | 05-08-312-037 |
| D. 1334 Shagbark Lane | 05-08-312-036 |
| E. 1338 Shagbark Lane | 05-08-312-035 |

24. UNITS A, B, C, D, AND E IN WHEATON OAKS ASSESSMENT PLAT OF LOT 31 IN WHEATON OAKS TOWNHOMES UNIT NO. 4, A SUBDIVISION OF OUTLOT C IN WHEATON OAKS TOWNHOMES UNIT NO. 3, A SUBDIVISION OF OUTLOT B IN WHEATON OAKS TOWNHOMES UNIT NO. 2, OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1978, AS DOCUMENT R78-109029, IN DUPAGE COUNTY, ILLINOIS

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|-----------------------|---------------|
| A. 1323 Shagbark Lane | 05-08-313-021 |
| B. 1327 Shagbark Lane | 05-08-313-020 |
| C. 1331 Shagbark Lane | 05-08-313-019 |
| D. 1335 Shagbark Lane | 05-08-313-018 |
| E. 1339 Shagbark Lane | 05-08-313-017 |

25. LOT 6 (EXCEPT THE EAST 105.90 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) IN WHEATON OAKS TOWNHOMES UNIT NO. 1 OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,

ACCORDING TO THE PLAT OF SAID TOWNHOMES RECORDED NOVEMBER 19, 1976 AS DOCUMENT R76-84402, IN DUPAGE COUNTY, ILLINOIS.

1150 Wheaton Oaks Drive 05-08-314-010

26. THE WEST 23 FEET OF THE EAST 105.90, FEET BOTH AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF LOT 6 IN WHEATON OAKS TOWNHOMES UNIT NO. 1 OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWNHOMES RECORDED NOVEMBER 19, 1976 AS DOCUMENT R76-84402, IN DUPAGE COUNTY, ILLINOIS.

1146 Wheaton Oaks Drive 05-08-314-011

27. THE WEST 23 FEET OF THE EAST 82.90 FEET, BOTH AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF LOT 6 IN WHEATON OAKS TOWNHOMES UNIT NO. 1 OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWNHOMES RECORDED NOVEMBER 19, 1976 AS DOCUMENT R76-84402, IN DUPAGE COUNTY, ILLINOIS.

1142 Wheaton Oaks Drive 05-08-314-012

28. THE WEST 23 FEET OF THE EAST 59.90 FEET, BOTH AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF LOT 6 IN WHEATON OAKS TOWNHOMES UNIT NO. 1 OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWNHOMES RECORDED NOVEMBER 19, 1976 AS DOCUMENT R76-84402, IN DUPAGE COUNTY, ILLINOIS.

1138 Wheaton Oaks Drive 05-08-314-013

29. THE EAST 36.90 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF LOT 6 IN WHEATON OAKS TOWNHOMES UNIT NO. 1 OF PART OF LOTS 5 AND 6 OF OYER'S SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TOWNHOMES RECORDED NOVEMBER 19, 1976 AS DOCUMENT R76-84402, IN DUPAGE COUNTY, ILLINOIS.

1134 Wheaton Oaks Drive      05-08-314-014

*All addresses in Wheaton, IL 60187*



**EXHIBIT "B"**

**AMENDED AND RESTATED BY-LAWS OF THE WHEATON OAKS TOWNHOUSE OWNERS ASSOCIATION**

**ARTICLE I**

**Name and Purpose**

The purposes of the Association are as stated in its Articles of Incorporation. The Association has such powers as are set forth in the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association ("Declaration") as amended and also such powers as are now or may hereafter be granted by the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.) and the General Not For Profit Corporation Act of the State of Illinois (805 ILCS 105/101.01 et. seq.). For the purposes of these By-laws the definitions of terms contained in the Declaration shall apply.

**ARTICLE II**

**Offices**

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

**ARTICLE III**

**Membership and Voting Rights**

**SECTION 1. Membership**

The Association shall be the governing body for all of the titleholders, or the beneficial owners of titleholders, as the case may be, ("Owners") of each residential unit ("Unit") as provided herein. Every Owner, from time to time, shall be a Member of the Association, which membership shall automatically terminate upon the sale, transfer, or other disposition by such Member of the ownership interest in the Unit, at which time the new Owner shall automatically become a Member of the Association. The Board of Directors of the Association (the "Board") may issue certificates evidencing membership in the Association.

**SECTION 2. Voting Rights**

Each Unit shall be entitled to one vote on each matter called to a vote by the Association. The total number of votes which may be cast at any meeting of the Association shall be ONE HUNDRED NINETEEN (119). When more than one person is an Owner of a Unit, the Owners

shall have the right to designate one person who shall have the authority to cast the Vote for that Unit (the "Voting Member"). Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Voting Members and may vote or take any other action as a Voting Member either in person or by proxy, but each Unit is entitled to only one Voting Member. The Secretary shall maintain a list of all Owners entitled to vote at meetings of the Association.

SECTION 3.           Transfer of Membership

Membership in this Association is not transferable or assignable, except only as is provided in Article III, Section 1 hereof.

SECTION 4.           Suspension of Voting Rights

The Board shall have the right to suspend the voting rights of any Members for any period during which any assessment against his or her Unit remains unpaid.

**ARTICLE IV**

**Meetings of Members**

SECTION 1.           Annual Meetings of Association

There shall be an annual meeting of the Association on the first Tuesday of October of each year at 7:30p.m., or at such other reasonable time or date (not more than thirty days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10), and not more than thirty (30), days prior to the date fixed for the meeting. The meeting shall be held at such place within DuPage County as may be designated by the Board.

SECTION 2.           Special Meetings

Special meetings of the Association may be called at any time for the purpose of considering matters which by the terms of the Declaration require the approval of Owners, or for any other reasonable purpose designated in the Notice of the Special Meeting. Special Meetings may be called by the Board President, a majority of the Board, or by the written request of Voting Members having not less than twenty percent (20%) of the total votes. The Board shall call the Special Meeting by Notice to all Owners not less than ten (10) nor more than thirty (30) days after receiving a qualifying written request for a Special Meeting of the Association. The Notice of Special Meeting shall specify the date, time and place of the meeting, the persons calling the meeting (Board Members or Voting Members), and in reasonable detail, the matters to be considered at the meeting.

SECTION 3. Notice of Meetings

Unless otherwise specifically provided in these By-Laws or in the Declaration or required by law, any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if:

- (a) Mailed to the Owner's last known address as provided by such Owner to the Association, or if no such address has been provided then mailed to such Owner's Unit;
- (b) Personally delivered to such Owner;
- (c) Posted in an Association publication that is routinely mailed to all Owners; or
- (d) Transmitted to an Owner via electronic transmission, such as electronic mail (e-mail) or facsimile (fax); provided, however, that prior to the sending of such a notice via electronic transmission, an Owner must consent, in writing, to receive notices via electronic transmission.

SECTION 4. Proxy Voting

- (a) Except as otherwise expressly provided herein or by law, Voting Members may vote at all meetings of the Association in person, by written proxy, or by submitting an Association-issued ballot to the Association or its designated agent by mail, or by any electronic or acceptable technological means, as those terms are defined by the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.). Unless otherwise specified in the proxy, a proxy shall be valid only for the purpose of voting on matters stated in the Notice of Meeting. All proxies must bear an original signature of the Principal and be dated as of the date signed. All proxies shall expire at the adjournment of the meeting for which the proxy is given.
- (b) Provided, however, that upon the adoption of appropriate rules by the Board, the Association may conduct elections by electronic or acceptable technological means, as further provided in the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.). If the Board elects to conduct elections via one of these methods and adopts appropriate rules therefor, then instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Owners not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice shall include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and shall give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Owners shall state that an Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Owner. In the event the Board adopts the necessary rules to conduct elections by electronic or acceptable technological means, then Voting Members may not vote by proxy in Board elections.

SECTION 5. Quorum

The presence in person, or by proxy, of persons qualified to cast twenty percent (20%) of the total votes in the Association at any Association Meeting shall constitute a quorum. A meeting once convened with a quorum need not be adjourned for lack of a quorum thereafter. Unless otherwise expressly provided herein, any action may be taken at any Association meeting at which a quorum is present and may be adopted upon the affirmative vote of Voting Members present at such meeting.

**ARTICLE V**

**Board of Directors**

SECTION 1. General Powers

The affairs of the Association shall be managed by the Board of Directors (the "Board").

SECTION 2. Number of Directors and Qualifications

The Board shall be comprised of seven (7) Owners who reside in a Unit. In the event that the Owner of a Unit is a corporation, partnership or trust ("Entity"), then any officer, partner, beneficiary or director who has an ownership interest in the Entity who resides in a Unit shall be eligible to serve as a member of the Board.

SECTION 3. Election, Tenure, Qualifications, Vacancies and Areas

3.1 Time of Election and Term

The election of directors shall be conducted as part of the annual Owners' meeting held each year. Each Owner receiving a majority of the votes cast of the Voting Members residing in the precinct in which he or she resides shall be elected for a term of two (2) years or until his or her successor shall be duly elected or appointed. Elections for Directors serving from precincts 1, 3, 5 and 7 shall be held in odd numbered years and elections for Directors from precincts 2, 4 and 6 shall be held in even numbered years. If no Owner is nominated from a precinct, then the chairperson of the meeting shall accept nominations at large from the floor for nominations for that precinct. If more than one person is nominated for Director the person receiving the highest number of votes from the Voting Members of that precinct shall be elected as a Director from that precinct. If no one is nominated at large, then the office shall be declared vacant and an appointment to the office shall be made pursuant to Section 3.3 below.

3.2 Compensation of Directors

No incumbent Board member, or of the member's immediate family, shall receive compensation for any services rendered to the Association, in the calendar year in which they serve, unless an amendment to these By-Laws providing for compensation shall be proposed by

the Board and confirmed by the vote of a two-thirds (2/3) majority of Owners at a special meeting of the Association called expressly for the purpose of entertaining a resolution to compensate Directors.

### 3.3 Vacancies

All vacancies of the Board, including positions declared vacant as described in Section 3.1 above, shall be filled in accordance with the following procedure: Any vacancy, whether by removal from office or resignation, may be filled by the affirmative vote of two-thirds (2/3) of the remaining members of the Board. An absolute preference shall, in all instances, be given to an Owner residing within the precinct which has a vacancy on the Board. A Director appointed to fill a vacancy shall serve until the next annual meeting of Owners or until Owners holding at least twenty percent (20%) of the total votes in the Association request a meeting of the Owners to fill the vacancy for the balance of the term. A meeting of the Owners 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 Owners holding at least twenty percent (20%) of the total votes in the Association requesting such a meeting.

### 3.4 Right of Incumbent to Stand for Election

An incumbent Director shall have the option to succeed himself or herself and stand for re-election at the expiration of his or her term.

### 3.5 Designation of Precincts

The seven (7) precincts shall consist of the Units as indicated in Appendix A of these By-Laws.

## SECTION 4. Removal of Directors

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

## SECTION 5. Duties and Powers

### 5.1 Board Authority

The Board of Directors shall be vested with and possess all of the rights, powers, options, duties and responsibilities as are provided for in the Declaration.

### 5.2 Appointment of Committees

The Board of Directors may, by resolution, designate and appoint certain Committees to transact ministerial business of the Association or to advise the Board on such matters as may be assigned to it. Committees shall only have such authority as the Board shall delegate. In order

to comply with Section 108.40 of the Illinois Not-for-Profit Corporation Act, each such committee shall consist of two or more Directors and a majority of the membership shall be Directors, but each committee shall receive and consider the input and advice of other interested members as may be appropriate. Committees shall be chaired by an Officer or Director as designated by the Board, and the Board shall select the remaining Members of the Committee or terminate such memberships or appoint successors in the Board's discretion. All committees shall be governed by the following:

5.2.1 Duty of Committee to Provide Written Report

Each committee shall periodically report its activities to the Board at a regular meeting, and in the absence of a compelling reason otherwise, shall provide a written report of its proposed actions, funds needed for the project and the results of its activities.

5.2.2 Committee Report to be Incorporated into Board Records

All Committee reports, or oral summaries as necessary, shall become a part of the record of the Board meetings at which they are presented, and shall be referenced in the minutes.

5.2.3. Authority of Board to Fix Committee's Authority

The Board may terminate or modify the authority of any Committee by resolution.

5.3 Special Assessments

5.3.1 General Restriction on Board's Authority to Impose Special Assessments

No assessment for any non-recurring Common Expense not set forth in the budget as adopted ("Special Assessment") shall be assessed by the Board unless it is adopted in accordance with the provisions as set forth in this Section 5.3 of the By-Laws.

5.3.2 Two Board Resolutions Required

Any resolution adopted by the Board for the imposition of a Special Assessment must be passed by the Board on two separate occasions ("Board Actions") in conformity with these By-Laws.

5.3.3. Notice Requirements

The Board Action to impose a special assessment must be adopted at regular or special meetings called for the purpose of considering the adoption of a resolution imposing a Special Assessment. In each instance a notice of the meeting (general or special) by mail must specify that the Board is to consider the imposition of a Special Assessment and the Board meetings at which the resolutions are considered must be held at intervals not less than fourteen (14) calendar days apart.

#### 5.4 Capital Improvements

Annual expenditures, in the aggregate, for Capital Improvements, as opposed to expenditures for the repair, replacement or restoration of existing property (including landscaping), for an amount in excess of one (1%) percent of the total amount budgeted Owners' regular assessments, as established by the Board, may not be made without the prior approval of two-thirds (2/3) of the Voting Members at a special Owners' meeting called for that purpose.

#### 5.5 Expenditures on Private Property

The Board shall not expend Association funds for Capital Improvements to any Unit, except in conformity with the requirements set forth in the Declaration.

### SECTION 6. Regular Meetings

#### 6.1 Annual Meeting of Board

A regular annual meeting of the Board of Directors may be held immediately after, and at the same place as, the annual Owner's meeting.

#### 6.2 Notice of Board Meetings

Regular meetings (monthly or at such other intervals as the Board shall determine) shall be held at such time, and at such place, as the Board shall determine; provided, however, that the Board shall hold at least four (4) meetings each year. Notice of all meetings shall be given to all Owners not less than ten (10) days prior to a meeting. The Board may provide by regulations which the Board may from time to time adopt, the time and place for the holding of additional regular meetings of the Board. Minutes of all meetings shall be distributed to Owners' on a monthly basis.

#### 6.3 Open Meetings

Except for meetings in executive session as provided below, all meetings shall be open for observation by residents of the Units, Owners and Owners' representatives.

#### 6.4 Executive Session

All meetings of the Board shall be open to any Owner, subject to the authority of the Board, except for any portion of the meeting (the executive session) held:

- (a) To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent;

- (b) To consider third party contracts or information regarding appointment, employment or dismissal of an employee; or
- (c) To discuss violations of rules and regulations of the Association or an Owner's unpaid share of Common Expenses.

However, any vote on the above matters shall be taken at a meeting or portion thereof open to any Owner. The minutes of the Board shall reflect the fact that the Board met in executive session. Minutes of the meeting in executive session shall be maintained in a separate log, which shall be available only to the Board of Directors.

#### 6.5 Effect of Violation of Open Meetings Requirement

Any meeting held in violation of the provisions of this Section 6 by reason of the failure to give proper notice shall be deemed to be void and no effect, provided however, that:

- (i) The conduct of such a meeting shall not constitute a violation of the Illinois Open Meetings Act nor subject the Board members to any penalties as provided therein; and
- (ii) Any contract made pursuant to a resolution adopted at a meeting shall remain in full force and effect and shall be binding upon the Association as if adopted at a proper meeting.

### SECTION 7. Special Meetings of Board - Notice

#### 7.1 Special Meetings

Special meetings of the Board may be called by or at the request of the President, or twenty-five percent (25%) of the Directors on the Board. The person or persons authorized to call special meetings of the Board may fix any reasonable place as the place for holding any special meeting of the Board called by them.

#### 7.2 Notice

Notice of any special meeting of the Board of Directors shall be given at least ten (10) days prior thereto by written notice delivered personally or sent by mail to each Director. Notice shall be provided to each Owner at least forty-eight (48) hours prior to each special meeting of the Board by one of the methods provided for in Article 9, Section 9.8 of the Declaration or by posting copies of notices of meetings in entranceways or other conspicuous places in the Common Area, provided that if there is no common entranceway for seven (7) or more Units, the Board may delegate one (1) or more locations in the proximity of these Units where the notices of meetings shall be posted. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope properly addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a



meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need to be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Declaration, or by these By-laws.

SECTION 8. Quorum

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

SECTION 9. Manner of Acting

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

**ARTICLE VI**

**Officers**

SECTION 1. Officers - Number and Qualifications

All of the Officers of the Association shall be members of the Board of Directors. The Officers shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary, and an Assistant Secretary if deemed necessary.

SECTION 2. Election, Tenure, Vacancies, and Compensation

The Officers of the Association be elected annually by the Board of Directors at a meeting of the Board of Directors held following the annual election of Directors to the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his or her successor shall have been duly elected and shall have qualified. Officers shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having two-thirds of the total vote of the Voting Members.

SECTION 3. Removal

An officer elected by the Board of Directors may be removed by a majority vote of the Board.

SECTION 4            Vacancies

Vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5.            President

The President shall be the principal executive officer of the Association and shall in general supervise the control of all of the business and affairs of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. The President may sign, together with the Secretary or any other proper Officer of the Association authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

SECTION 6.            Vice President

In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents, in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7.            Treasurer

The Treasurer shall have charge and be responsible for all funds and securities of the Association; insure proper records are kept; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If any of the duties of the Treasurer are delegated by the Board to the property manager of the Association, or such other agent, then the Treasurer's responsibility shall be limited to the reasonable supervision of such agent.

SECTION 8.            Secretary

The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the Seal of the Corporation and see that the Seal of the Corporation is affixed to all documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

SECTION 9. Assistant Secretary

The Assistant Secretary, if one is elected by the Board, shall perform such tasks as may be directed, from time to time, by the Board or shall perform such duties of the Secretary as described in Article VI, Section 8 hereof, as may be delegated by the Secretary to the Assistant Secretary.

**ARTICLE VII**

**Contracts, Checks, Deposits and Funds**

SECTION 1. Contracts

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

SECTION 2. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such persons, in identity and number, as may be designated by the Board.

SECTION 3. Deposits

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

SECTION 4. Gifts

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

**ARTICLE VIII**

**Books and Records**

The Association shall keep correct and complete books and records and shall also keep minutes of the proceedings of its Members, Board of Directors and such committees of the Board as may be established by the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney for any proper purpose at any reasonable time, except as provided in Article

V, Section 6.4. Additionally, 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 Owner or such Owner's mortgagees and their duly authorized agents or attorneys:

- a. Copies of the recorded Declaration, other Association instruments, other duly recorded covenants and By-laws and any amendments, Articles of Incorporation, annual reports and any rules and regulations adopted by the Board;
- b. 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;
- c. The minutes of all meetings of the Board, which shall be maintained for not less than seven (7) years;
- d. 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 Owners, which shall be maintained for not less than one (1) year; and
- e. 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 Illinois General Not-for-Profit Corporation Act of 1986.

The Board may charge a reasonable fee for the costs of retrieving and copying any such documents.

## ARTICLE IX

### **Fiscal Year**

The fiscal year of the Association shall be such twelve (12) month period as the Board shall, from time to time, determine.

## ARTICLE X

### **Seal**

The Board of Directors may at its option adopt a Corporate Seal which, if adopted, shall be in the form of a circle and shall inscribe thereon the name of the Corporation and the words "Corporate Seal, Illinois."

## ARTICLE XI

### **Waiver of Notice**

Whenever any notice whatsoever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois, the Illinois Common Interest Community Association Act, or under the provisions of the Articles of Incorporation or By-Laws of the Association, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE XII

### **Amendments to By-Laws**

These By-Laws, except Articles XII and XIV, may be altered, amended, repealed and new By-Laws may be adopted by the affirmative vote of sixty-six and two-thirds per cent (66-2/3%) of all Owners. This Article XII and Article XIV may not be amended.

## ARTICLE XIII

### **Liability and Indemnity**

The members of the Board of Directors and Officers thereof shall not be liable to the Members, as Members or Owners, for any acts or omissions made in good faith as such members of the Board of Directors or Officers. The Members shall indemnify and hold harmless each of such Directors or Officers against all contractual liability to others arising out of contracts made by such Members or Officers on behalf of the Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws or the Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors, or out of the aforesaid indemnity in favor of the members of the Board of Directors and the Officers shall be limited to such proportion of the total liability thereunder as his Unit bears to the total number of Units of the Association. Every agreement made by the Board of Directors, Officers, or by the managing agent on behalf of the Owners, shall provide that the members of the Board of Directors, Officers or the managing agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Unit bears to the total number of Units of the Association.

## ARTICLE XIV

### **Construction**

Nothing hereinabove contained shall in any way be construed as altering, amending, or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to

further the harmonious, beneficial, cooperative, and proper use and conduct of the Parcel. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control. The term "Declaration", wherever used herein means the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Relating to The Wheaton Oaks Townhouse Owners Association to which these By-Laws are attached as Exhibit "B".

APPENDIX A TO THE BY LAWS OF  
THE WHEATON OAKS TOWNHOME OWNERS ASSOCIATION

The seven (7) precincts consist of the Units as follows:

<u>Precinct I</u>	<u>Precinct II</u>	<u>Precinct III</u>	<u>Precinct IV</u>	<u>Precinct V</u>
1102 WO	1290TO	1129 OV	1022 OV	1118 OV
1106 WO	1296 TO	1133 OV	1026 OV	1122 OV
1114 WO	1302 TO	1137 OV	1030 OV	1126 OV
1118 WO	1306 TO	1141 OV	1031 OV	1130 OV
1133 WO	1318 TO	1146 OV	1034 OV	1134 OV
1134 WO	1319TO	1150 OV	1035 OV	1105 WO
1137 WO	1322 TO	1153 OV	1039 OV	1109WO
1138 WO	1323 TO	1154OV	1043 OV	1113 WO
1141 WO	1326 TO	1158 OV	1046 OV	1117WO
1142 WO	1327TO	1161 OV	1047 OV	1121 WO
1145 WO	1346 TO	1162 OV	1050 OV	1322 SB
1146 WO	1350TO	1201 OV	1054 OV	1323 SB
1149 WO	1354 TO	1205 OV	1058 OV	1326 SB
1150WO	1358 TO	1209 OV	1062 OV	1327 SB
1202 WO		1213 OV	1101 OV	1330 SB
1206 WO		1217 OV	1105 OV	1331 SB
1210WO			1109 OV	1334 SB
1214 WO				1335 SB
1218 WO				1338 SB
				1339 SB

Precinct VI

Precinct VII

1001 WO	1033 WO	901WO	937WO
1005 WO	1034 WO	905WO	941 WO
1006 WO	1037 WO	909WO	945WO
1008 WO	1038 WO	913WO	946WO
1009WO	1041 WO	917WO	949WO
1010WO	1042 WO	921WO	950WO
1013 WO	1045 WO	925WO	954WO
1014 WO	1046 WO	933WO	
1017WO	1049 WO		

WO - Wheaton Oaks OV- Oakview Drive SB - Shagbark TO-Tall Oaks
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