

**RULES & REGULATIONS**  
**RENAUX MANOR TOWNHOME ASSOCIATION**

Effective January 1, 2003  
Revised July 1, 2004

I. GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration are incorporated as part of these rules and regulations. To the extent that the provisions of applicable law, the Declaration, or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the Declaration, By-Laws, and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all unit owners, residents, their families and guests. Exceptions to the Rules may be made only in writing, signed by the Board or its duly authorized agents following a written request by a unit owner.

II. USE, OCCUPANCY AND APPEARANCE OF THE PROPERTY

- A. **TRASH.** The City of St. Charles governs current trash pickup. Trash shall not be put to the curb earlier than 7:00pm the evening before trash pick-up. Empty containers must be removed from the curb by 7:00 pm the day of trash collection.

Unit owners should mark their unit address on trash containers and recycling bins for proper identification. Containers must be stored indoors.

Newspapers and other advertisement materials delivered to your Living Unit shall not be allowed to accumulate. They shall be removed within 24 hours of delivery day.

- B. **GARAGE SALES.** The temporary use of "garage sale" signs is limited to one sign not to exceed 4 square feet and must only be located in the mulch area of the unit between the sidewalk and the garage. The garage sale sign may only be displayed one-half hour prior to the start of the sale, and must be removed at the close of the sale each day. Garage sales may not begin prior to 8:00am; and must be concluded by 5:00pm.

- C. **NOISE DISTURBANCE.** The nature of townhouse living places residences in close proximity to one another. Unit owner(s) and tenant(s) are responsible for ensuring that the resident(s) of his/ her unit (including the unit owner) and /or guest(s) do not create unusual noise or disturbances in or around the unit. This includes, but not limited to, stereos, televisions, cars, motorcycles, pets, parties, etc.

Consideration of your neighbors should be given by lowering the noise level after 10:00pm. Enforcement will be by a telephone call to the St. Charles Police Department.

- D. **GARAGES.** Vehicle repairs must be confined to the garage or the driveway of the unit, not extending over any public sidewalk. Vehicle repairs which, in the

opinion of the Board, cause any type of nuisance, fire hazard, or annoyance to neighbors, are prohibited.

- E. **EXTERIOR LIGHTING.** Front exterior lights must be clear or white frosted bulbs of appropriate wattage, not to exceed 60 watts, so as not to interfere with neighbors.

The installation of floodlights attached to patios, decks, or other exterior portions of the building is prohibited.

Landscape lights are permitted but require prior written approval. The number of lights shall not exceed one light every three linear feet. All lights are to be placed only in the mulched areas of the unit. Any wiring must be buried in the mulch so as not to present a hazard. Neither the Association nor its vendors shall be responsible/ liable for any damage to the light or as a result of their installation.

- F. **USE OF PATIOS, DECKS WALKWAYS.** Patios and/or decks shall not be used for the storage of garden tools, bicycles, or other items that detract from the general appearance. The storage of outdoor furniture and grills on decks patios is permitted.

- G. **SEASONAL DECORATIONS.** Holiday decorations may only be displayed for a period of time not to exceed 45 days prior to the holiday and 30 days after the holiday, except that the removal may be delayed due to inclement weather. Outdoor lights can only be hung/secured to the unit with adhesive hooks and/or plastic gutter hooks. Colored light bulbs, coordinating with the holiday may be placed in outdoor light fixtures.

All outdoor decorations must be staked and placed immediately adjacent to your unit. No decorations will be permitted on the roof, berms or Common Areas. Electrical cords cannot obstruct snowplowing or shoveling. Neither the Association, nor its vendors shall be responsible /liable for any damage to the decorations or as a result of their installation.

### III. PETS AND ANIMALS

Unit owners/residents are advised that all regulations of the City of St. Charles also apply to animals in the Renaux Manor Town homes. City of St. Charles ordinance state pets of unit owners/residents must be leashed whenever they are off the unit owner's premises. Pets running loose within the community are not permitted. Unit owners/residents are responsible for pickup and removal of animal waste from their pets. Pets shall be controlled and not allowed to create a nuisance or unreasonable disturbance or to damage the property of any resident or any Common Area.

Staking out of pets will be permitted as long as the pet is attended at all times. Placement

of the stake must be located in such a manner, the length of the tie-out does not allow the pet to encroach upon the property of other homeowners or the Common Areas. If placed within the grass the tie-out stake must be removed when not in use to avoid it becoming a hazard or interfering with lawn maintenance.

Pets are not allowed in the ponds under any circumstances.

#### IV. PARKING

Parking of vehicles must not obstruct other vehicles legally parked in other driveways. Parking of vehicles must be in authorized parking areas only. The end of a Shared Driveway is a Fire Lane, parking is prohibited.

VEHICLES IN VIOLATION OF ANY OF THESE REGULATIONS ARE SUBJECT TO FINES IMPOSED BY THE CITY OF ST. CHARLES.

THE ASSOCIATION WILL NOT BE HELD LIABLE FOR ANY CHARGES INCURRED OR ANY DAMAGES RESULTING FROM TOWING.

#### V. LANDSCAPING RULES.

A. PONDS. No swimming, wading, skating, is permitted in or on the ponds. No throwing of stones or other items into the ponds. No pets are permitted in the ponds. No feeding of ducks or geese.

B. ALTERATIONS AND ADDITIONS. Any alterations to the exterior of the building must be approved by the Board through the written submission of an Alterations and Additions Application.

Permanently attached flower boxes are not permitted on the deck or any part of deck and railings. Porch swings, which are hung from supporting chains or other devices attached to the buildings are not permitted.

Yard ornaments, such as, but not limited to, statues, birdbaths, bird feeders, gazing balls, sundials, decorative benches, shepherd hooks, etc., shall only be placed in the mulched areas surrounding the building and sidewalk to the unit.

Temporary announcements such as birth, birthday, anniversary, etc. will be allowed for a maximum of one week. Like any other yard ornament, these types of announcements must be placed in the mulched areas of the same location.

The Association shall not be responsible nor liable for any damage resulting from the installation of; or to the yard ornaments.

The use of Tiki torches is prohibited. The use of "Chimineas" and/or outdoor fireplaces

and firepits are prohibited.

Electric bug killing devices are not permitted.

The use of decorative bark other than which is supplied or approved by the Board is not permitted. Mulch used for "patching" must be similar to what was used so as to blend into the surrounding mulched areas.

Planting of fruits, herbs, and vegetables such as tomatoes, corn, cucumbers, parsley, chives, basil, strawberries, etc., in the mulched areas is not permitted.

The planting of trees, shrubs, bushes, or any other plants, with the exception of annuals spring bulb and perennials from the APPROVED LIST requires the prior approval of the Board via an Alterations and Additions application and must include location of planting.

Any owners' plantings approved by the Board must be properly maintained. If in the opinion of the lawn maintenance contractor, plantings are improperly maintained the Board reserves the right to levy fines, in order to insure proper plant maintenance.

Vines and other INVASIVE climbing plants are prohibited. The use of trellises is not permitted.

C. LANDSCAPE WATERING AND MAINTENANCE. The Association shall maintain and replace all landscaping on the Common Areas. The Association shall maintain original landscaping installed by the Developer on the lots. Any additional landscaping of the lots done by the owner, shall be the maintenance responsibility of the owner.

Watering of the landscaping (sod, trees, bushes, etc. ) In the community is the responsibility of the homeowner. All residents are encouraged to water their immediate area, including the parkway or tree bank , so as to maintain a healthy lawn, trees and other landscape plants.

Watering is to be done in accordance with the City of St. Charles ordinances.

## VI. USE RESTRICTIONS

Activity that will cause damage to the Common Area is prohibited. No personal property shall be left unattended in any Common Area.

Large toys shall not be consistently placed in the same location as to damage the grass. These items must be picked up and properly stored daily. Any damage caused by these items will be the responsibility of the unit owner.

Outdoor hot tubs/spas are prohibited

Riding of bicycles on the lawn is prohibited. The use of ramps for bicycles, skateboards, roller/in-line skates, etc. is prohibited.

The installation of basketball backboards attached to buildings is prohibited. Basketball goals must be portable and are not to be left outside overnight. These portable goals must be stored in the garage when not in use.

The addition of initials or monograms is not permitted on the exterior of the building; such as on brick areas, wooden areas or post, or garage doors.

The temporary use of a neutral colored window covering is permitted only during the first 90 days of ownership.

Window air conditioners are prohibited.

## VII. ENFORCEMENT PROCEDURES

**A. VIOLATION.** The basis for the issuing of a Notice of Violation must be in accordance with the Declaration and By-Laws or Rules and Regulations of Renaux Manor Townhome Association. If someone is believed to be in violation of any of these provisions, a signed written complaint must be submitted by a unit owner and delivered to the Management Company or Telephone facsimile.

The written complaint submitted by a unit owner must contain the information requested in the "Violation Complaint - Witness Statement". The complainant's letter will be acknowledged by the Association or its authorized agent.

**B. COMPLAINT.** When a complaint is made, the Association or its authorized agent shall notify the unit owner in writing of the alleged violation.

Delivery shall be deemed served whether by personal delivery at the time of delivery; or by mail following four (4) days after deposit in the United States Mail, provided that the notice has been sent both by regular first class mail and by certified mail/return receipt requested, postage prepaid, to the unit owner at their Unit address, such previously filed with the Board, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For units held in trust, the notices may be sent either to the address of the trustee or the beneficial owner of the trust.

If any unit owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged, the unit owner must proceed as follows:

The Notice of Violation sets a date for a hearing on the alleged violation(s). The homeowner must appear at the hearing in order to protest the alleged violation.

The hearing on the alleged violation will be held with or without the presence of the homeowner on the scheduled date.

At the hearing the Board or a Hearing Committee shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board or Committee shall state its determination regarding the alleged violation. Based on the recommendation from the hearing, the decision by the Board shall be final and binding on the unit owner and /or resident.

Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has completed its determination. Notification of the Board's determination shall be made to the owner in writing.

In the event the alleged violation is such that serious, immediate or irreparable consequences may occur, the Board may elect to take immediate constructive action prior to the review. Any legal expenses and costs incurred will be assessed to the unit owner.

Any other like violations issued within this period are subject to the table of fines listed below.

#### C. FINES FOR VIOLATIONS.

Violation of any of the Rules and regulations is subject to the fine structure implemented.

1<sup>st</sup> Notice of Violation NO fine if corrected within ten (10) days of notice

2<sup>nd</sup> Notice same offense \$50.00 fine and ten (10) days to correct

3<sup>rd</sup> Notice same offense \$100.00 fine and immediate correction

After the third Notice of Violation for the same offense, the Board of Directors reserves the right to use any remedies available under the Association's Declaration and By-Laws and the Illinois Condominium Property Act which will include imposing a \$25.00 fine per day in the enforcement of its policies.

Should an owner delay in the payment of fines, said owner and fines will be referred to the attorney for collection in the same manner as late assessment payments are now referred.

### VIII. ASSESSMENTS

A. DUE DATE All Association assessments and charges are due the first of each month

for which they are due ( Article VI of the Declaration, Section 6.06) and are considered late as of the last day of the month in which they are due.

**B. LATE CHARGE & ADMINISTRATIVE FEE** IN accordance with Article VI of the Declaration (Section 6.06) a 1.5% late charge will be placed on the total balance of all assessments not paid by the end of each month. Further, an Administrative fee of \$25.00 will be charged to any balance which exceeds the equivalent of one month's assessment on the last day of each month.

**C. ENFORCEMENT** On April 4 2002, at a regularly scheduled meeting of the Board of Directors, a resolution was duly submitted and approved by the Board of Directors entitled "Resolution to Accept Benefits and Be Bound by the Obligations of Article IX of the Illinois Code of Civil Procedure." To the extent of the law, it is the intent of the Association to employ the provisions contained in this resolution in the collection of outstanding assessments and fees, after prior written notice is delivered by mail to delinquent parties whose delinquency exceeds and equivalent amount to three (3) months of the then current monthly assessment.



## STORM DOOR POLICY

The Board of Directors will approve, with the submission of an Alterations and Additions Application form in compliance with these specifics, the installation of a storm door.

### STORM DOORS

1. Color to match front door or house trim.
2. Full view or full view self-storing glass door.
3. Permanent installation.
4. No etching/ no leading.

UPON APPROVAL AND INSTALLATION, THE ADDITIONS BECOME THE RESPONSIBILITY OF THE HOMEOWNER.

### STATEMENT OF VIOLATION

Non-compliance with the approved policy

### METHOD OF DETECTION

1. Either observation by a Board member or the managing agent, or
2. Complaint in writing by any Homeowner or resident.

**RENAUX MANOR TOWNHOMES**  
Proposed Plantings for Mulched Areas

In recommending the following perennials for use in the garden beds, the Landscape Committee considered the following elements:

- Pest and disease resistance.
- The frequency the plant needs to be divided.
- Its overall height and spread.
- The need for dead heading.
- Water and Soil requirements.
- Color and special features of interest.

The following plants may be planted without seeking prior Board approval. All other planting require submission of a plan and approval from the Board.

**EXISTING PERENNIALS**

- Black-eyed Susan
- Cat mint
- Purple Coneflowers
- Moonbeam Coreopsis
- Stella D'Oro Daylilies
- Hosta
- Lavender
- Russian Sage
- Autumn Joy Sedum
- Purple Palace Coral Bells
- Lady's Mantle

**ADDITIONAL PERENNIALS**

- Dwarf Asters
- Carpet/Shrub Roses
- Daisies
- Dianthus
- Geraniums
- Annabelle Hydrangea
- Chrysanthemums
- Phlox (Creeping, or Dwarf, mildew resistant)
- Salvia
- Violas
- Spring Bulbs
- Astilbe

**VIOLATION COMPLAINT – WITNESS STATEMENT**

DATE AND TIME OF VIOLATION: \_\_\_\_\_

NAME OF VIOLATOR: \_\_\_\_\_

ADDRESS OF VIOLATION: \_\_\_\_\_

\_\_\_\_\_

INFORMATION REGARDING VIOLATION: \_\_\_\_\_

\_\_\_\_\_

INFORMATION FOR VEHICLE VIOLATION: LICENSE PLATE: \_\_\_\_\_

DAMAGE, IF ANY CAUSED: \_\_\_\_\_

\_\_\_\_\_

REPORT BY \_\_\_\_\_

\_\_\_\_\_

I MAKE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_  
Signature of Person Completing this Report

\_\_\_\_\_  
Dated

The "Reported by" portion must be completed in all instances in order for us to properly support any Notice of Violation that may be issued. A Notice of Violation cannot be issued unless this section is completed.

ALTERATIONS & ADDITIONS APPLICATION

HOMEOWNER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE (Daytime) \_\_\_\_\_

DESCRIPTION OF IMPROVEMENT: \_\_\_\_\_  
\_\_\_\_\_

DIMENSIONS: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_ APPROXIMATE COSTS: \_\_\_\_\_

**A SKETCH OF ALL IMPROVEMENTS MUST BE ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSION RELATIVE TO EXISTING STRUCTURE.**

**AS OF THE APPROVAL DATE OF THIS ALTERATION, I ACCEPT FULL RESPONSIBILITY FOR THE ALTERED AREA AND TO MAINTAIN IT IN A SAFE AND PRESENTABLE CONDITION.**

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

.....  
**FOR OFFICE USE ONLY**

**DATE RECEIVED:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**APPROVED ON:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**REASON FOR DISAPPROVAL:** \_\_\_\_\_  
\_\_\_\_\_

**FINAL INSPECTION BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COPY TO HOMEOWNER:** \_\_\_\_\_

**ORIGINAL TO FILE:** \_\_\_\_\_

Newsletter Date  
Volume 1, Issue 4

July 1<sup>st</sup>, 2004

**William Turner**  
President

**Leslie Warmus**  
Vice-President

**Jacque Petrakis**  
Treasurer

**Mike Masello**  
Secretary

**Eleanor Wrede**  
Director

*Received*  
~~Tina Staats~~

**Baum Management**  
897-0500  
Ext. 22  
e-mail  
tina@baumprop.com

# RENAUX MANOR TOWNHOMES

## RULES AND REGULATIONS

Enclosed is the Revised Rules and regulations Document for Renaux Manor Townhomes. Please familiarize yourselves with the rules, as Baum Management Staff will perform regular walk arounds

The perennial list that was included in last month mailing was incorrect. The perennial list the Board approved at the May meeting has been included in the rules document. If you are planning on planting anything other than what is on the list of annuals, you must submit a plan to the board for approval. Sorry for the inconvenience.

## REMINDERS

New Yield signs have been placed on St. Michel Lane and St. Michel Ct. at Red Rose Drive. Please drive safely.

Please be neighborly and walk your pets in the parkway, not in the yards and ALWAYS pick up after your pet.

Please pick up the free newspapers and other advertisements in a timely manner. If you do not wish to have them delivered, call the offices which are listed in the first few pages of each newspaper.

## COMMON AREAS

Common Areas such as tree berms or the ponds are not to be used as storage or display areas for personal property.(Shepard hooks, potted plants, benches, bird baths, bird feeder, bird houses, etc.). The Association cannot take on the added liability for damages, either to these items or because of these items. Please remove them as soon as possible.

## RECOVERY

The Association has recovered \$1700.00 in kind from Allen Horticultural from work not performed on a June 23, 2003 contract. The board continues in discovery for reimbursement for the June 3, 2003 contract.

## NICOR EASEMENT

We have received background information from the City of St. Charles. They are pleased with the spirit of cooperation we exhibit. Our concerns were forwarded to Nicor.

## LANDSCAPE

Mulching is now complete. Newly planted trees in the common areas are doing great! Thanks to everyone that is watering! Additional trimming will commence soon! This year's seal coat vendor will apply 2 coats of sealant for slightly less per sq. ft. than previous vendor's one coat.

**NO JULY MEETING!**

2002K146252

2002 NOV 12 PM 2:15

*Sandy Wegman*  
RECORDER

EXHIBIT C

BY-LAWS OF THE  
RENAUX MANOR TOWNHOME COMMUNITY ASSOCIATION

ARTICLE I  
NAME OF CORPORATION

1.01 The name of this Corporation is the RENAUX MANOR TOWNHOME COMMUNITY ASSOCIATION.

ARTICLE II  
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Association is to insure proper use, administration and maintenance of the storm water detention areas, lakes, entry monuments, landscaped easements, and such other Common Areas described in Exhibit B, or otherwise designated by the Board of Directors, for the benefit of the Property and each Owner thereon. These By-Laws are attached as Exhibit C to the Declaration of Easements, Covenants, Conditions and Restrictions for the RENAUX MANOR TOWNHOME COMMUNITY ASSOCIATION ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-for-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

ARTICLE III  
DEFINITIONS

3.01 All terms used herein shall have the meanings set forth in the Declaration.

3.02 Unless the provisions of these By-Laws otherwise require, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural, and words imparting the plural shall include the singular.

RMTH By-Laws  
3/6/02

*Oct 24<sup>th</sup>*  
Knuckles & Associates  
48 E. Jefferson St.  
Naperville IL 60540

POOR ORIGINAL  
Recorder Not Responsible  
For Reproductions

*24<sup>th</sup>*

*10*

**ARTICLE IV  
OFFICES AND AGENTS**

**4.01 OFFICES AND AGENTS:** The Association shall have and continuously maintain within the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office. In addition, the Association may have such other offices, either within or without the State of Illinois, as the Board of Directors may from time to time determine.

**ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS**

**5.01 MEMBERSHIP:** Membership in the Association shall be determined pursuant to the provisions of ARTICLE IV of the Declaration.

**5.02 VOTING RIGHTS:** The Association shall have two classes of voting Membership.

Class A. Class A Members shall be those Owners as defined in Article 4.02 of the Declaration, other than the Declarant, except as Declarant may qualify for Class A Membership as provided herein. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership under Article 4.02 of the Declaration. When the Ownership of any one Lot is held by more than one person or entity, all such persons or entities shall be Members and the vote for such Lot shall be exercised among them, but in no case shall there be allowed more than one vote for any one Lot. However, the Board reserves unto itself the right, in its sole discretion, to reallocate the number of votes per Lot or Unit in conformity with and proportional to the allocation of the Annual Assessment described in Article VI of the Declaration.

Class B. Class B Membership shall be held by the Declarant. The Class B Member or Members shall be entitled to four (4) votes for each Lot in which it holds the interest required for Membership under Article 4.02 of the Declaration, provided that Class B Membership shall cease and be converted to Class A Membership upon the happening of the first of the following events:

1. When the total votes outstanding in Class A Memberships equal the total number of votes outstanding in Class B Membership; or
2. Seven (7) years from the recording date of the Declaration.
3. The date designated in written notice from the Declarant to all the Owners as being the Turnover Date which may be earlier than the date specified in 1 or 2 above.

**ARTICLE VI  
MEETINGS OF MEMBERS**

**6.01 ANNUAL MEETING:** The annual meeting of the Membership of the Association shall be held on the first Tuesday in February in each year or at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten days prior to the date fixed for said new meeting beginning with the first year after the Turnover Date for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If any such day shall be a legal holiday, the meeting shall be held at the same time on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members called as soon thereafter as conveniently may be.

**6.02 SPECIAL MEETINGS:** Special meetings of the Membership may be called at any time by the President or by the Board of Directors, or upon the written request of not less than one-fourth (1/4) of all votes entitled to be cast at any Membership meeting.

**6.03 NOTICE:** Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered either personally or by mail not less than five (5) nor more than forty (40) days before the date of such meeting. Such notice shall be given by, or at the direction of, the President or the Secretary or the Officers or Members calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

**6.04 PLACE:** The Board of Directors of the Association may designate any place within Kane County, Illinois for any annual Membership meeting or for any special meeting called by the Board. If no designation is made, or in the case of special meetings otherwise called, meetings shall be held at the registered office of the Association. Notwithstanding the foregoing, should all of the Members meet at any time and place, either within or without the State of Illinois, and consent to the holding of a meeting, such meeting shall be valid without call or notice and at any such meeting any corporate action may be taken.

**6.05 QUORUM:** Except as provided in the Articles of Incorporation, these By-Laws or the Declaration, the presence at any meeting in person or by proxy of Members holding one-tenth (1/10th) of the votes entitled to be cast shall constitute a quorum. If a quorum is not present at any meeting of Members, a majority of the votes represented thereat may adjourn the meeting from time to time without further notice.

Unless a greater proportion is required by the Illinois General Not-for-Profit Act, the Articles of Incorporation or these By-Laws, the vote at any Membership meeting, at which a quorum is present, of the majority of the votes present in person or by proxy shall be necessary for the adoption of any matter voted upon by the Members.

In the event the Membership shall consider the designation or transfer of any part of the Common Area to any municipality, public agency, authority or utility, or the levying of a special assessment (all as provided for in the Declaration), or the amending of said Declaration, such matter or matters shall be adopted at a

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3/6/02



Membership meeting at which a quorum is present, upon the affirmative vote of two-thirds (2/3) of the entire Membership.

**6.06 PROXIES:** At all Membership meetings, each Member may vote in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact and filed with the Secretary of the Association. Each proxy shall be revocable and shall automatically cease eleven (11) months after the date of execution, unless otherwise provided therein. Notwithstanding the foregoing, any proxy given by a Member who sells, transfers or assigns the interest required for Membership in the Association under the terms of Article IV of the Declaration shall automatically terminate upon such transfer.

## **ARTICLE VII BOARD OF DIRECTORS**

**7.01 NUMBER:** From and after the Turnover Date, the Board shall consist of five (5) individuals, each of whom shall be an Owner or a Voting Member, or both. Members of the Board of Directors shall be elected at each annual meeting of the Owners as provided herein. At all times, there will be one Director from the subdivision known as Renaux Manor Townhome after annexation to the Declaration.

**7.02 DECLARANT DESIGNATED BOARDS:** Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date, the Board shall consist of three (3) individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

**7.03 TERM OF OFFICE:** At their first annual meeting, the Members shall elect three (3) Directors for a term of two (2) years, and two (2) Directors for a term of one (1) year. Upon the expiration of the terms of office of the Board Members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each.

**7.04 VACANCIES:** Should the death, resignation or removal of a Director create a vacancy on the Board, the unexpired term of such Director shall be served by a successor selected by a majority of the remaining members of the Board. Any Director may be removed from the Board, with or without cause, by the majority vote of the Membership.

**7.05 COMPENSATION:** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties as a Director.

**7.06 REGULAR MEETINGS:** An annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the annual meeting of the Members. The Board of Directors may provide by resolution the time and place, either within or without the State of Illinois, for holding of additional regular meetings of the Board without other notice than such resolution.

**7.07 SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call such special meetings of the Board may fix the time and place, either within or without the State of Illinois, as the place for the holding of any such special meeting.

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3/6/02

**7.08 NOTICE:** Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. 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 be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these By-Laws.

**7.09 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.

**7.10 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 when the Board shall consider the following matters set forth at length in the Declaration:

- (a) The fixing of the amount of all regular assessments.
- (b) The allocation of any reserve funds.

In these cases, the affirmative vote of two-thirds (2/3) of the Board of Directors present at a meeting at which a quorum is present shall be necessary to adopt any measure with respect thereto.

#### ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS

**8.01 NOMINATION:** Nomination for election to the Board of Directors may be offered by a Nominating Committee or any other solicitation.

**8.02 ELECTION:** Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE IX  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**9.01 POWERS:** The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Property, Common Area and Common Facilities and the personal conduct of the Members as well as the number and personal conduct of their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and the rights to use Common Area and the Common Facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Borrow money for the purpose of improving or developing the Common Area and any Common Facilities and in aid thereof to mortgage said Common Area and Common Facilities, as well as the power to set admissions and duties for the use of the Common Area and Common Facilities;

(d) Establish procedures regulating the delegation of a Member's rights of enjoyment to the Common Area and Common Facilities;

(e) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(f) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**9.02 DUTIES:** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Conduct a regular meeting of the Board of Directors on or before December 1st of each year for the purpose of determining the regular assessment against each lot prior to such regular assessment period;

(ii) Prepare an itemized list of all estimated expenditures and give written notice of each assessment to every Owner; and

(iii) Foreclose the lien against any Property for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same.

(d) To cause an appropriate officer of the Association to issue, upon demand by any Owner, a certificate setting forth whether or not the assessments on such Owner's lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) Procure and maintain adequate liability and hazard insurance on all Property owned by the Association.

(f) Cause all officers and employees having a fiscal responsibility to be bonded as the Board may deem appropriate.

(g) Cause the Common Area and Common Facilities to be maintained in accordance with the provisions set forth in the Declaration.

#### ARTICLE X OFFICERS

**10.01 OFFICERS:** The officers of the Association shall be a President, Vice President, Treasurer, Secretary and such other officers as may be elected in accordance with the provisions of this Article. The President shall be a member of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**10.02 ELECTION AND TERM OF OFFICE:** The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. 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 successor shall have been duly elected and shall have qualified.

**10.03 REMOVAL:** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**10.04 VACANCIES:** A 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.

**10.05 PRESIDENT:** The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board of Directors and shall see that the orders and resolutions of the Board of Directors are carried out. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have 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 of Directors from time to time.

**10.06 VICE PRESIDENT:** In the absence of the President or in the event of his inability or refusal to act, the Vice President 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.

**10.07 TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice President. The Treasurer shall keep proper books of account and cause an annual report of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the Membership at its annual meeting.

**10.08 SECRETARY:** The Secretary shall be ex-officio Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as Members.

## **ARTICLE XI COMMITTEES**

**11.01 COMMITTEES:** The Board of Directors, by resolution adopted by a majority of the Directors in office, may delegate one or more committees, each of which shall consist of one Director and two or more Members of the Association, which committees, to the extent provided in said resolution, shall have and exercise the authority vested herein by said Board of Directors.

The standing committees of the Association shall be:

Architectural control committee

Landscape committee

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Standing committees shall be appointed by the Board of Directors at each annual Directors' meeting, to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual Directors' meeting. The Board of Directors may establish by resolution such other committees as it may deem desirable.

**11.02 CHAIRMAN:** One member of each committee shall be appointed Chairman by the Board of Directors.

**11.03 VACANCIES:** Vacancies in the membership of any committee will be filled by appointments made in the same manner as provided in the case of original appointments.

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

**11.05 RULES:** Each committee may adopt rules for its own govern-government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### **ARTICLE XII BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

#### **ARTICLE XIII FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

#### **ARTICLE XIV CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:  
**RENAUX MANOR TOWNHOME COMMUNITY ASSOCIATION.**

**ARTICLE XV  
WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the Association, 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 XVI  
AMENDMENTS**

16.01 These By-Laws may be amended or modified at any time, or from time to time, in the same manner as provided in Article VIII of the Declaration; provided that (i) 8.03, 10.12 or any other provisions relating to the rights of the Declarant shall not be amended without the written consent of the Declarant; and (ii) no provision which specifically grants rights to First Mortgagees shall be amended without the written consent of sixty percent (60%) of the First Mortgagees. These By-Laws may also be amended by the Declarant for purposes and by the procedure set forth in the Declaration. No amendment to these By-Laws shall become effective until recorded.

16.02 In case of any conflict between the Declaration applicable to the Property and these By-Laws, the Declaration shall control.

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