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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, GRANTS AND EASEMENTS  
AFFECTING THE PROPERTY KNOWN AS  
THORNLEY ON THE FOX SUBDIVISION**

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, GRANTS AND EASEMENTS AFFECTING THE PROPERTY KNOWN AS THORNLEY ON THE FOX SUBDIVISION (the "Declaration") is made this 30<sup>th</sup> day of May, 2010 by at least two-thirds (2/3) of the owners of Lots (defined below) of the Thornley Homeowners Association duly executing this Declaration.

WITNESSETH:

A. On January 3, 1980, the State Bank of St. Charles, as Trustee under Trust No. LT-1387, executed the Conditions, Covenants, Restrictions, Reservations, Grants and Easements affecting the property known as Thornley on the Fox (the "Covenants"), which Covenants were recorded with the Kane County Recorder as document number 1532516.

B. The Covenants affect the Property commonly known as Units I, II, and III of the Thornley on the Fox Subdivision, St. Charles, Illinois, legally described on **Exhibit A-1**, which Covenants have subsequently been amended from time to time.

C. The Thornley Homeowners Association, an Illinois not-for-profit corporation was established in accordance with the Covenants to enforce the covenants and manage the common areas of the Subdivision. The original Developer and Declarant under the Covenants previously turned over the Association to its Members, and no longer has any interest thereunder.

D. The Owners within the Thornley on the Fox Subdivision, being at least two-thirds of the owners of all platted lots in the Subdivision are desirous of amending and restating the Covenants as more particularly set forth within the provisions of this Declaration.

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E. The Owners also intend to add additional property as part of the Association, to be bound and hold their property in accordance with the provisions of this Declaration.

NOW, THEREFORE, the Owners executing the Declaration below, hereby amend the Covenants and declare that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, GRANTS AND EASEMENTS AFFECTING THE PROPERTY KNOWN AS THORNLEY ON THE FOX SUBDIVISION.

## *ARTICLE I*

### *Definitions*

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

1.1 "Additional Property" shall mean and refer to the real estate legally described in **Exhibit A-2** attached hereto and made a part hereof, which property was not originally part of the property or the Association, but by this Declaration shall become a part of the Property, Association, and otherwise subject to this Declaration.

1.2 "Association" shall mean and refer to the Thornley Homeowners Association, an Illinois not-for profit corporation, its successors and assigns.

1.3 "Board" shall mean and refer to the Board of Directors of the Association.

1.4 "By-Laws" shall mean those by-laws duly enacted by the Association which govern the Association in the form attached hereto as **Exhibit B**.

1.5 "Common Area" shall mean all real property owned, to be owned and maintained by the Association for the common use and enjoyment of the Owners, including without limitation lot 36 of Unit II. The Common Area shall also include those areas of property shown on any recorded Subdivision Plat.

1.6 "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.

1.7 "Estimated Budget" shall have the meaning set forth in Section 6.3.

1.8 "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, pedestrian walkways, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

1.9 "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot.

1.10 "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.

1.11 "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

1.12 "Municipality" shall mean the City of St. Charles, Illinois.

1.13 "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.14 "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.

1.15 "Property" shall mean and refer to the real estate legally described in Exhibits A-1 and A-2 attached hereto and made a part hereof.

1.16 "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.

1.17 "Subdivision Plat" shall mean the plat of subdivision for Units 1, 2 and 3 of Thornley on the Fox Subdivision as recorded in the Office of the Recorder of Deeds of Kane County, State of Illinois.

## **ARTICLE II**

### ***Declaration Purposes and Property Subjected to Declaration***

2.1 The Owners desire that the Property and the Additional Property be used exclusively as a single-family development for present and future owners of Lots, and for the following general purposes:

(a) To provide for a harmonious single-family community by the imposition of the covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Property and the Owners.

(b) By the imposition of covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, Owners intend to continue to provide a plan for development of the Property which is intended to enhance and protect the values of a single-family residential community.

(c) To (i) prevent improper use of Lots which may depreciate the value of the Owners' property; (ii) prevent the construction of buildings containing improper or unsuitable materials; (iii) ensure adequate and reasonable development of the Property; (iv) encourage the construction of attractive improvements on the Property; (v) prevent haphazard and inharmonious development; and (vi) in general, provide for the highest quality environment for the Development.

(d) To provide for the maintenance of the Common Area which shall be owned by the Association and used in common by the Owners of the Property.

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

2.3 The Additional Property, legally described in **Exhibit A-2** is, and from this date forward shall be, part of the Association and subject to this Declaration.

### ***ARTICLE III***

#### ***General Restrictions and Enforcement***

3.1 All Lots shall be used, owned, operated, and otherwise subject, in all respects, to the following restrictions:

(a) **Single Family Use Only.** All Lots shall be used only for Single-Family Dwellings. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

(b) **Improvements to Structures.** All Improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision providing the higher or better quality result.

(c) **Offensive Activities.** No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or suffered to exist upon any part of a Lot.

(d) **Temporary Buildings.** Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall be located upon the Lots.

(e) **Animals.** No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs, cats or other animals for sale or profit is expressly prohibited.

(f) **Drainage/Natural Flow of Water.** Each Owner shall keep all areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.

(g) **Outbuildings and Other Detached Structures.** All outbuildings and detached structures, including, but not limited to, detached garages, storage buildings and pool houses shall be presented to the Architectural Review Representative for submittal to the Board for its approval. All outbuildings and detached structures should be architecturally congruent with the primary residence in design and color. The location will, also, be considered with respect to its aesthetic affect on the adjoining lots.

(h) **Antennae/Satellite Dishes.** No antennas of any kind or "ham" radio towers shall be allowed. Satellite dishes greater than 3 feet in diameter must be presented to the Architectural Review Representative for submittal to the Board for its approval.

(i) **Pool.** No above-ground pools shall be allowed. In-ground pools must be presented to the Architectural Review Representative for submittal to the Board for its approval.

(j) **Personal Vehicles.** Recreational vehicles, vehicle trailers, motor homes, boats, boat trailers, campers, jet skis, etc must not be parked outside for more than one week without prior approval of the Board. No owner shall repair, store or restore personal or recreational vehicles of any kind, except within an enclosed garage. Emergency repairs to any type of disabled vehicles may remain only to the extent necessary to enable the movement to a repair facility or one week, whichever is less.

(k) **Commercial Vehicles.** Homeowner-owned commercial vehicles are not allowed to be parked outside an enclosed garage, either on the Lot or platted streets. Commercial vehicles are described as vehicles with writing or exposed advertisement on the vehicle.

(l) Fencing. No perimeter fencing shall be allowed. Non-perimeter fencing, including those surrounding in-ground pools, must be presented to the Architectural Review Representative for submittal to the Board for its approval.

(m) Dog Runs. Dog runs and kennels are restricted to a maximum of 10' x 20' and are to be attached to the existing dwelling and shielded on the remaining exposed sides by landscape materials. If invisible (electric underground) fencing is used, it shall be located no closer than 30' to the closest edge of the street paving and no closer than 15' to the side and rear property lines. Either would require approval in advance from the Architectural Review Representative and the Board.

(n) Awnings and Canopies. Metal, fiberglass or aluminum awnings of any type are specifically prohibited. Canopies may be allowed if they are constructed of cloth, canvas or other materials related to residential canopies, coordinate with the exterior color scheme of the dwelling and must be presented to the Architectural Review Representative for submittal to the Board for its approval.

(o) Compost Bins. Bins specifically designed to assist in composting refuse shall be placed no less than ten feet from any common property line, unless mutually agreed upon by those property owners directly adjacent to such a common property line. Compost bins must be shielded from views on all sides, by nursery stock. Placement other than that described would require approval from the Architectural Review Representative and the Board. There shall be no loose composting piles of discarded refuse of any type placed within the ten foot utility easement along the lot lines.

(p) Exterior Lighting. All exterior security lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Lot owner, and shall be subject to architectural approval.

(q) Property Maintenance. During the construction, maintenance or refurbishment of any dwelling, structure or Lot, any litter or damage to the public and private roadways and easements in the Subdivision, and any cleanup of them, shall be the daily responsibility of the owner of any Lot upon which such work is being performed.

3.2 Enforcement. Any Owner who continues to violate or fails to correct any of the foregoing restrictions within (1) week after such date written warning is provided by the Board or through its attorney shall be subject to a fine of \$100 per week, the commencement date of such fine being the date such written notice was personally delivered, or if delivered by U.S. Mail or overnight courier, the date such written notice was postmarked. All expenses incurred by the Association in enforcing the foregoing restrictions or this Declaration in general, including without limitation the Association's attorney fees (including cost of sending the written notice), court costs, and administrative costs will be the obligation of the Owner violating this Declaration, and will be added as part of the Owner's next assessment. Unpaid fines will accrue

interest and late fees as otherwise provided herein, and may be foreclosed as a lien in the same manner as unpaid assessments as provided in paragraph 6.7 below.

3.3 Association Self-Help. In the event that an Owner fails or otherwise refuses to correct a violation of a covenant or restriction of this Declaration and such violation presents a life-threatening condition to any other Owners or their property, The Board shall have the right, but not the obligation to take such corrective measures as it deems necessary, in its sole discretion, to insure the safety of such other Owners or their property. The cost of such corrective measures shall be the sole obligation of the Owner failing or refusing to correct such violation.

3.4 Rules and Regulations. The Board may enact such rules and regulations as it deems fit for the enforcement of this Declaration.

#### **ARTICLE IV**

##### ***Architectural Standards and Controls***

4.1 No Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without presentation to the Architectural Review Representative for submittal to the Board for its approval. Approvals under this Article IV shall not be arbitrarily or capriciously withheld. With regards to all Lots in the Property, the following standards shall apply:

(a) **Land Use and Building Type.** All Lots in the Property shall be used for private residence purposes only, and no building, except as specifically authorized elsewhere herein, shall be erected, re-erected or maintained thereon, except on dwelling, erected for occupancy by one family, and a private garage containing no less than two (2) parking spaces for the sole use of the owners or occupants of the dwelling, except there may be a single car garage in the basement of the residence. Other accessory buildings and structures may erected in such manner and location only as hereinafter provided and must be presented to the Architectural Review Representative for submittal to the Board for its approval.

(b) **Building Height.** No dwelling shall be erected, altered, or replaced, which is more than three (3) stories or 38 feet in height, whichever is lesser. No accessory building or structure shall exceed 17 feet in height unless a greater height is presented to the Architectural Review Representative for submittal to the Board for its approval.

(c) **Dwelling – Quality and Size.** It is the intention and purpose of these Covenants to assure that all dwellings shall be of high quality design, workmanship and materials must be presented to the Architectural Review Representative for submittal to the Board for its approval. All dwellings shall be constructed in accordance with the applicable governmental building code and with more restrictive standards that may be required by the Architectural Review

Representative, on behalf of the Board. The ground floor of the dwelling, exclusive of attached garages, carports, open terraces and breezeways, shall be:

- (i) For one story dwellings, not less than 1,700 square feet; and,
  - (ii) For dwellings of more than one story, not less than 1,100 square feet on the first floor.
- (d) **Fences.** No above ground fence shall be constructed at or along boundary lines of any lot.

4.2 In order to secure Board approval of any proposed Improvement or Improvements, the Owner shall submit to the Architectural Review Representative of the Board, for review and approval by the Board in accordance with any rules and regulations it may promulgate from time to time.

4.3 No member of the Board, nor any of its agents, attorneys, consultants, employees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

## *ARTICLE V*

### *Homeowner's Association*

5.1 The Association has previously been formed and acting on behalf of the Owners to provide for the maintenance and operation of the Common Area and in general to maintain and promote the desired character of the Thornley on the Fox Subdivision. All prior acts of the Association, whether or not acting under the name of the "Thornley Homeowners Association", "Thornley HomeOwners' Association" or the "Thornley on the Fox Homeowners' Association, Inc.", and hereby ratified and confirmed by the Owners.

5.2 (a) The Association shall have a Board of not less than five (5) Directors who shall be elected by the Members of the Association at such intervals as the articles of incorporation and Bylaws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the articles of incorporation or Bylaws. All Directors shall be Members of the Association.

(b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the corporate charter or Bylaws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its



officers under the direction of the Board, and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

5.3 (a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns one or more Lots.

(b) Each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.

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

(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sacs and median strips in the dedicated roads or streets which are within the Property and to maintain any signage and lighting located thereon;

(b) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Developer shall give the Association the right to terminate without cause or penalty not later than ninety (90) days after the date the initial meeting of the Members of the Association is held as provided in the Bylaws;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

(d) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Village in the event that one or more Owners fail to do so;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, lighting and other improvements located within the Subdivision;

(f) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(g) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of

Incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping a highly desirable residential community; and

(h) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the Bylaws.

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

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

## **ARTICLE VI**

### ***Dues***

6.1 Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual dues or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as determined by the Board. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such

assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them.

6.2 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area. Such uses shall include, without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association.

6.3 Each year on or before its annual meeting in October, the Board will estimate the total amount of expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing fiscal year (November 1-October 31) for services authorized by the Board, together with a reasonable amount necessary to fund a contingency and replacement reserve, and shall, within a reasonable time thereafter, notify each Owner in writing of the amount of such estimated Budget. Such Budget shall be prepared on a line-item basis. The Annual Dues shall be assessed equally among all of the Owners. Each Owner shall be obligated to pay to the Board, or as it may direct, the Annual Dues made pursuant to this Section 6.3. On or before the date of the annual meeting of each calendar year, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

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

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

6.6 Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of eleven percent (11%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

6.7 The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

## ***ARTICLE VII***

### ***Easements***

7.1. The following non-exclusive easements have previously been created with respect to the Common Area:

(a) Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Common Area subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to the Association as herein provided.

(b) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements has been granted by the applicable Plats of Subdivision to the City of St. Charles, and various public utility companies, under, across and through each Lot and the Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

7.2 The Association and any of its respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area and any improvements in, on, under or upon the Common Area as herein provided or for performing any of their respective obligations herein provided. In any such case, the Association or any of its agents, employees or independent contractors shall not be guilty of any trespass.

7.3 The Association hereby reserves the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

7.4 Lots 1, 2, 3, and 17 of Unit 1 shall not have access to Illinois State Route 31 except over other dedicated roads.

## ***ARTICLE VIII***

### ***General Provisions***

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

8.2 Each grantee taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 8.4 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

8.3 Each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice from the Association to the Owner of any such Lot, then the Association shall have, in

addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of the Association to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

8.4 The Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration, or add additional properties thereto. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Lots approve. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

8.5 The Board hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as the Board elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Section 8.12 hereof, the right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot.

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

8.7 In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be

responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such titleholding 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 said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

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

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

8.10 Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3d) day after deposit in the United States mails.

8.11 This Declaration amends and supersedes the Covenants and all prior amendments thereto.

IN WITNESS WHEREOF, the Owners owning at least two-thirds (2/3) of the Lots within the Property have executed this Declaration.

[Signature pages follow]

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

**Unit I**

THORNLEY ON THE FOX SUBDIVISION UNIT I, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 8 EAST, OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

**Unit II**

THORNLEY ON THE FOX SUBDIVISION, UNIT NO. 2, BEING A PART OF SECTIONS 15 AND 22, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.

**Unit III**

THORNLEY ON THE FOX SUBDIVISION, UNIT NO. 3, BEING A PART OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KANE COUNTY, ILLINOIS.



EXHIBIT A-2

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Lot 27 of Unit No. 2, Thornley on the Fox Subdivision, St. Charles, Kane County Illinois.

**EXHIBIT "B"**

**BYLAWS**

02/09/2010

**BY-LAWS  
THORNLEY HOMEOWNERS ASSOCIATION**

**ARTICLE I - OFFICES.** The corporation shall maintain in the State of Illinois a registered office and a registered agent, at each office and may have other offices within the state as may be, from time to time, as designated by the Board of Directors.

**ARTICLE II – MEMBERS.**

**Section 1. Members.** Each property owner in Thornley on the Fox Subdivision of St. Charles, Illinois, shall automatically be eligible for membership and shall automatically become a member and shall have membership voting privileges upon current payment of Association Dues.

**Section 2. Voting Rights.** Each member shall be entitled to one vote on each matter submitted to a vote of the members, such vote to be cast by the head of the household or his/her duly designated proxy.

**Section 3. Termination of Membership.** The Board of Directors by affirmative vote to two-thirds (2/3) of all of the members of the Board may suspend or expel a member for cause after an appropriate Hearing, and may, by a majority vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership (by virtue of change of residential location or otherwise) or suspend or expel any member who shall be in default in the payment of dues for the period fixed in Section 6, Article X of those By-Laws.

**Section 4. Resignation.** Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments, other charges theretofore accrued and unpaid, or abiding by protective covenants established by the Thornley Homeowners Association, Inc.

**Section 5. Reinstatement.** Upon written request signed by a former member and filed with the Secretary, the Board of Directors may reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate.

**Section 6. Transfer of Membership.** Membership in this Corporation is not transferable or assignable, except by sale of property.

**Section 7. No Membership Certificates.** No membership certificates of the Corporation shall be required.

### **ARTICLE III – MEETINGS OF MEMBERS.**

**Section 1. Annual Meetings.** An Annual Meeting of the members shall be held on the third Sunday of October of each year at such place within the St. Charles area as the President may designate, for the purpose of electing Directors and the transaction of such other business as may come before the meeting. The Board of Directors may, by resolution, change the date of any Annual Meeting.

**Section 2. Special Meeting.** Special Meetings of the members may be called either by the President or not less than one-third (1/3) of the members having voting rights.

**Section 3. Notice of Meetings.** Written notice stating the place, date and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than 10 nor more than 30 days before the date of such meeting. In case of a Special Meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

**Section 4. Informal Action by Members.** Any action required to be taken at a meeting of the members of the Corporation, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

**Section 5. Quorum.** The members holding 25% of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting at any time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting; withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

### **ARTICLE IV – VOTING CRITERIA.**

**Section 1. Election of Board of Directors.** The election of the Board of Directors will be simple majority of voting members attending the Annual Meeting. A self-nomination system will be used for nomination for the Board election.

Section 2. Issues of Normal Business. Issues of normal business will be decided by a simple majority of Voting Members in attendance at a meeting.

Section 3. Additions or Deletions from Protective Covenants and Revision of By-Laws. Additions or deletions to the Protective Covenants will require a two-thirds (2/3) majority of the Voting Members in attendance or vote by proxy.

Section 4. Dues and Assessments. Changes in dues or implementation of special assessments will require a two-thirds (2/3) majority of the Voting Members in attendance or vote by proxy.

## **ARTICLE V – BOARD OF DIRECTORS.**

Section 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors.

Section 2. Election of Board Members at the Initial Meeting. At the initial meeting of the Voting Members, the Voting Members shall elect the Board consisting of 5 members. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number offices to be filled shall be deemed to be elected. Upon the expiration of the terms of office of the Board members as elected at the first annual meeting and thereafter successors shall be elected for a term of two (2) years each. A Board member may succeed himself or herself for 1 additional consecutive term. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the term of office of Board members at any annual special meeting, provided that (i) such number shall not be less than five (5), (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually, and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members of the Board. Any Director elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director he succeeds. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such rules as the Board may adopt provided, however, that (i) each homeowner shall be entitled to notice in the same manner as provided in these By-laws of any meeting of the Board called for the

purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment, and (ii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum.

Section 3. Notice. Notice of any Special Meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice to each Director at his address as shown by the records of the Corporation. 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. Notice of any Special Meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the 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.

Section 4. Vacancies. A Director elected to fill a vacancy shall be appointed by the Board of Directors for the unexpired term of his predecessor in office.

Section 5. Compensation. Directors shall not receive any compensation for their services.

## **ARTICLE VI – OFFICERS**

Section 1. Officers. The Officers of the Corporation, all of whom shall be residents of the Thornley on the Fox Subdivision in St. Charles, Illinois, shall be a President, Vice-President, Treasurer, Secretary and Architectural Review Representative. The Officers shall be the Board of Directors. Officers whose authority and duties are not prescribed in the By-Laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors.

Section 2. Election and Term of Office. The Officers of the Corporation shall be elected as set forth in Section 2, Article V.

Section 3. Removal. Any Officer (Board Member) elected or appointed by the Voting Members of the Thornley on the Fox Subdivision of St. Charles, Illinois, may be removed by the Board of Directors or the Voting Members whenever the best interests of the Corporation would be served thereby.

Section 4. President. The President shall be the principal executive officer of the Corporation. Subject to the direction and control of the Voting Members, he shall be in charge of the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another Officer or agent of the Corporation or a different mode of execution is expressly prescribed by the Board of Directors or the By-Laws, he may execute for the Corporation any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed and he may accomplish such execution either under or without the seal of the Corporation and either individually or with the Secretary, or any other Officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He may vote except as and to the extent such authority shall be vested in a different Officer or agent of the Corporation by the Board of Directors.

Section 5. Vice President. The Vice President (or in the event there be more than one Vice President, each of the Vice Presidents) shall assist the President in the discharge of his duties as the President may direct and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. 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 designated by the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of their seniority or tenure) 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. Except in those instances in which the authority to execute is expressly delegated to another Officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, the Vice President (or any of them if there is more than one) may execute for the Corporation any contracts, deeds, mortgages, bonds or their instruments which the Board of Directors has authorized to be executed, and he may accomplish such execution either under or without the seal of Secretary, or any other Officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

Section 6. Treasurer. The Treasurer shall be the principal accounting and financial officer of the Corporation. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for Corporation; (b) have charge and custody of all funds and securities of the Corporation, and be responsible therefore, and for the receipt and disbursement thereof; and (c) 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 required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 7. Secretary. The Secretary shall record the minutes of the meetings of the members and 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; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Architectural Review Representative. The Architectural Review Representative shall bring to the Board of Directors, for their action, any request requiring Board approval as stated in the Protective Covenants of the Thornley Homeowners Association, Inc. and shall oversee and manage the landscape maintenance of all common property.

#### **ARTICLE VII – COMMITTEES.**

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other Committees not having and exercising the authority of the Board of Directors in the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such Committee shall be residents on the Thornley on the Fox Subdivision of St. Charles, Illinois, and the President of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.



Section 3. Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed Chairman.

Section 5. Vacancies. Vacancies in the membership of a committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. 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.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### **ARTICLE VIII – CONTRACTS, CHECKS, DEPOSITS AND FUNDS.**

Section 1. Contracts. The Board of Directors may authorize any Officer or Officers, agent or agents of the Corporation, 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 Corporation and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or a Vice President of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

**ARTICLE IX – BOOKS AND RECORDS.** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and the Secretary shall keep a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agent or attorney or any proper purpose at any reasonable time.

**ARTICLE X – FISCAL YEAR.** The fiscal year of the Corporation shall be that annual period ending October 31<sup>st</sup>.

**ARTICLE XI – FEES, DUES and SPECIAL ASSESSMENTS**

Section 1. Annual Dues. Annual dues are assessed by the Board and shall be collected bi-annually.

Section 2. Annual Budget and Dues. At the Annual Meeting, the Board shall present the total amount necessary to pay the cost of all Common Elements of the Association grounds and services which will be required during the ensuing calendar year. The annual budget shall set forth more particularly all anticipated Common Expenses by category as well as all anticipated assessments and other income. Prior to the annual meeting, each homeowner shall receive an estimated annual budget prior to the adoption of the budget. The annual dues shall be assessed to the individual homeowners on an equal basis for the percentage the individual represents to the total members of the Association. The passage of the annual budget is by majority as stated in Section 2, Article IV.

Section 3. Special Assessments. Special Assessments may be made on all members of the Association by an affirmative vote of two-thirds (2/3) of all members present (or voting by proxy) at a duly convened members' meeting.

Section 4. Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common Elements.

Section 5. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Common Elements shall be assessed to each property owner.

**Section 6. Default and Termination of Membership.** When any member shall be in default in the payment of dues, fees or assessments for a period of thirty (30) days from the beginning of the period for which such became payable, such membership may thereupon be terminated by the Board of Directors in the manner provided in Section 3, Article II of these By-Laws. In addition, the Board may bring suit for and on behalf of themselves and as representatives of all property owners of the Association to enforce collection thereof; and there shall be added to the amount due the costs of said suit and other fees and expenses together with interest at the maximum rate permitted by law, 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 interest, costs and fees as above provided, shall be and become a lien or charge against the property ownership of the property owner who is a member of the Association involved when payable.

**ARTICLE XII – SEAL.** The corporate seal shall have inscribed thereon the name of the Homeowners Association and the words “Corporate Seal, Illinois” thereupon.

**ARTICLE XIII – WAIVER OF NOTICE.** Whenever any notice is required to be given under the provisions of the General Not for Profit Corporation Act of Illinois or under provisions of the Articles of Incorporation of the By-Laws of the Corporation, 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 XIV – AMMENDMENTS.** The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The By-Laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation. Amendment of By-Laws require two-thirds (2/3) majority as set forth in Section 3, Article IV.

02/09/2010