

FRED BUCHOLZ

DUPAGE COUNTY RECORDER

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**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND
PARTY WALL RIGHTS FOR
SEVEN BRIDGES COURTS ASSOCIATION**

After recording to be returned to:

Drop By
JOHN H. BICKLEY III
Kovitz Shifrin Nesbit
175 Archer Ave.
Mundelein, IL 60060 - 847/537-0500

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS,
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SEVEN BRIDGES COURTS ASSOCIATION**

WHEREAS, the Association administers the real estate, hereinafter described; and

WHEREAS, the Property has been submitted to the below-described real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Illinois Common Interest Community Association; and

WHEREAS, the Association has established certain rights and easements in, over and upon said Property for the benefit of itself and all future Owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the Association intends that the several unit Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

WHEREAS, this Amended and Restated Declaration is made this 17th day of February, 2016 by the Board of Directors of the Association, pursuant to its power under 765 ILCS 160/1-60, more commonly referred to as 1-60 of the Common Interest Community Association Act, which provides that the Board may correct errors and omissions to the Declaration by vote of two-thirds (2/3) of the members of the Board of Directors.

NOW, THEREFORE, the Association and the Owners, as the legal title holders, DECLARE as follows:

ARTICLE 1

DEFINITIONS

The following terms, when used in this Declaration, or in any Supplemental Declaration, shall have the following meanings unless otherwise required by the context:

1.1 **Act**: The Common Interest Community Association Act of the State of Illinois, as amended from time to time, or any statute enacted in its place or otherwise making provision for the type of property ownership as that presently contemplated and provided for thereby.

1.2 **Association:** Seven Bridges Courts Association, an Illinois not-for-profit corporation, and its successors and assigns.

1.3 **Board:** The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of ARTICLE 2 hereof.

1.4 **By-Laws:** The By-Laws of Seven Bridges Courts Association, a copy of which is attached as Exhibit "D" hereto and by this reference made a part hereof.

1.5 **Common Area:** That portion of the Premises legally described on Exhibit C attached hereto, together with all easements, rights and appurtenances belonging thereto, upon which are constructed the Community Facilities intended for the mutual use, benefit or enjoyment of the Members;

1.6 **Community Facilities:** The private roads and streets and private sidewalks adjacent thereto, landscaping, detention ponds, utility facilities, recreational facilities (if any), trail areas, parking areas, private driveways, lighting fixtures, signage, mailboxes, street benches, entrance monument, perimeter fencing and such other improvements or structures from time to time or at any time located or constructed on the Common Area.

1.7 **Community Instruments:** all documents and authorized amendments thereto recorded by a developer or common interest community association, including, but not limited to, the declaration, bylaws, operating agreement, plat of survey, and rules and regulations.

1.8 **Acceptable Technological Means:** includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

1.9 **Declaration:** This amended and restated Declaration and all Supplemental Declarations made pursuant to ARTICLE 5 hereof and statutory authority, and all amendments hereto and thereof. References to "this" Declaration or to any "other" Declaration shall include this instrument as so amended and supplemented.

1.10 **Electronic Transmission:** Means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

1.11 **Development Area:** The real estate legally described on Exhibit "B" attached hereto.

1.12 **Dwelling Unit:** A residential housing unit consisting of a group of rooms which may be attached to one or more other Dwelling Units by common party walls and which is designed or intended for use as living quarters for one Family, as hereinafter defined, located upon the Premises. The term Dwelling Unit shall include any attached garage facilities appurtenant to the residential housing unit intended for the parking of private passenger

automobiles. Further, the term Dwelling Unit shall include any porches, decks and/or patios which adjoin a given residential housing unit. For the purposes of determining membership in the Association, each Dwelling Unit shall be considered as a separate and individual unit. If two or more Dwelling Units are owned by the same Owner, or combined and occupied by a Family, each Dwelling Unit shall nevertheless be considered as a separate Dwelling Unit under this Declaration.

1.13 **Eligible Mortgage Holder:** Each holder of a first mortgage on a Dwelling Unit that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of mortgage holders.

1.14 **External Users:** Those persons which may, from time to time, be granted the right of non-exclusive use and possession of designated portions of the Community Facilities pursuant to Section 6.5 hereof.

1.15 **Family:** One or more persons each related to the other by blood, marriage or law, and including foster children, together with such relative's respective spouses, who are living together in a single Dwelling Unit and maintaining a common household; or up to and including four persons not so related, provided that such unrelated persons maintain a common household in a single Dwelling Unit.

1.16 **First Mortgagee:** Each holder of a first mortgage upon a Dwelling Unit.

1.17 **Limited Common Areas:** That portion of the Common Areas consisting, from time to time, of private driveways connecting one or more (but less than all) Dwelling Units to a private or public road and which by its nature and location is clearly intended to serve exclusively a certain Dwelling Unit or Dwelling Units (but less than all of the Dwelling Units) to the exclusion of other Dwelling Units.

1.18 **Master Fund:** A special reserve account to be used to make capital expenditures in connection with the Community Facilities, as described in Section 4.4 hereof.

1.19 **Material Amendment:** Any amendment to the Declaration, By-Laws or the Association's articles of incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Common Area; responsibility for the maintenance and repair of the Common Area; allocation of interests in the Common Area, or rights to use the Common Area; boundaries of any Dwelling Unit; expansion or contraction of the Premises, or the addition, annexation or withdrawal of property from the Premises; insurance or fidelity bonds; leasing of Dwelling Units; imposition of any restrictions on an Owner's right to sell or transfer his or her Dwelling Unit; a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder, as hereinafter defined; requirements for the restoration or repair of the Premises; termination of the legal status of the Association or the Premises following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors of mortgages secured by portions of the

Premises.

1.20 **Member**: An Owner who holds membership in the Association pursuant to Section 2.1 of this Declaration.

1.21 **Owner**: The record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation. Any purchaser of a Dwelling Unit pursuant to an "installment contract" for purchase (as defined in subsection (e) of Section 1 of "An Act relating to installment contracts to sell dwelling structures," approved in the Illinois General Assembly August 11, 1967, as amended) shall be deemed the "Owner" of such Dwelling Unit provided such purchaser resides in the Dwelling Unit unless the seller expressly retains all rights and obligations of ownership. Satisfactory evidence of the installment contract shall be made available to the Association.

1.22 **Premises**: The real estate legally described in Exhibit "A" attached hereto (including all easements appurtenant thereto) and such other real estate or interest therein, or other property as was added thereto pursuant to ARTICLE 5.

1.23 **Prescribed Delivery Method**: means mailing, delivering, posting in an Association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the community instruments.

1.24 **Unit Membership**: The membership in the Association which is appurtenant to a Member's Dwelling Unit as provided in Section 2.1 of this Declaration.

1.25 **User Rights**: The right to use all or any portion of the Community Facilities which may, from time to time, be granted to certain External Users pursuant to Section 6.5 hereof.

1.25 **Utilities**: All public and private utility conduits, wires, ducts, pipes, cables and other lines and associated equipment which serve the Development Area, as more fully described in Section 7.4 hereof.

1.27 **Village**: The Village of Woodridge, Illinois.

1.28 **Voting Member**: The person with respect to each Unit Ownership who shall be entitled to vote at meetings of the Association, as provided in Section 2.2 hereof.

ARTICLE 2

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF DIRECTORS OF THE ASSOCIATION

2.1 **Membership:** Every Owner of a Dwelling Unit is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling Unit. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling Unit, thereby becomes a Member, whether or not this Declaration or such membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one membership allocable to each Dwelling Unit (herein called a "Unit Membership") and any Member who is the Owner of more than one such Dwelling Unit shall have the number of Unit Memberships equal to the number of such Dwelling Units. If the record ownership of a Dwelling Unit shall be in more than one person, or if an Owner of a Dwelling Unit is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing.

2.2 **Voting Rights:** One person with respect to each Unit Membership shall be entitled to vote at any meeting of the Association ("Voting Member"). Such Voting Member may be the Unit Owner or other person designated by such Unit Owner to act as its proxy on its behalf. Such designation shall be made in writing to the Board.

2.3 **Method of Voting:** The total number of votes which may be cast on any matter requiring assent of Voting Members of the Association shall be equal to the total number of Unit Memberships at the time of any such vote and each Unit Membership shall be allocated one vote. Whenever a vote of the Members of the Association is required pursuant to this Declaration, or pursuant to the articles of incorporation or By-Laws of the Association, or is otherwise required by law, such votes shall be cast only by the Voting Members. Unless this Declaration or the articles of incorporation or By-Laws of the Association, or any law, shall specify a greater vote, all Association matters requiring action by Members shall be decided by a majority of the votes cast by Voting Members voting at a meeting at which a quorum (as defined in the By-Laws) is present. In all elections for members of the Board, all Voting Members shall be entitled to vote on a non-cumulative voting basis.

2.4 Board of Directors:

(a) The Association shall be governed by its Board of Directors ("Board"). The Board shall be comprised of seven (7) persons duly appointed or elected as provided herein and in the articles of incorporation and By-Laws of the Association. as described in Sections 2.6 and 2.7 hereof.

(b) The Board Members elected by the Voting Members shall be Members of the Association. The Board shall direct and administer the Common Area and the Dwelling Units in accordance with the terms and provisions of this Declaration, in

accordance with the Articles of Incorporation and By-Laws of the Association. All matters requiring action by the Board shall be decided by the majority vote of the Board, except as otherwise provided herein or in the By-Laws.

2.5 **Contracts with Board Members:** The Association may not enter into a contract with a current Board member, or with a corporation limited liability company, or partnership in which a Board member or a member of his or her immediate family has twenty-five (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

2.6 **Board Liability:** The directors, officers, shareholders, partners, employees or agents of either of them, the Board, members of the Board, officers of the Association, and the agents and employees of any of them (all of the above hereinafter referred to as the ("Protected Parties")), 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 which shall occur subsequent to the date of the recording of this Declaration, 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 any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Dwelling Units in the Premises owned by each respective Owner bears to the total number of Dwelling Units in the Premises at the time the loss, cost, damage or expense is incurred. The Board shall assess each Owner for his share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in ARTICLE 4 hereof. To the extent possible the obligation of the Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

2.7 **Nonprofit Purposes of Association:** Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members.

2.8 **Governing Law:** Except as otherwise provided in this Declaration, the Association, its Board, officers and members shall be governed by the Common Interest Community Association Act and, to the extent it is not inconsistent, the Illinois General Not-For-

Profit Corporation Act.

2.9 **Board as Representative of Owners:** The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Area or more than one Dwelling Unit, on behalf of the Owners as their interests may appear.

ARTICLE 3

EASEMENTS AND PROPERTY RIGHTS

3.1 **Easements to Run with Land:** All easements described herein are easements appurtenant to and running with the land, and, so long as the Premises are subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding upon any Owner, purchaser, mortgagee and other person having an interest in the Premises, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this ARTICLE 3, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees and mortgagees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

3.2 **Easements of Access:**

(a) Every Owner of a Dwelling Unit is hereby granted and reserved a perpetual nonexclusive easement for the purpose of reasonable ingress and egress to and from all public and private ways which adjoin the Premises through, over and across the Common Area and Community Facilities. The use by each Owner and by his invitees of the Common Area and Community Facilities shall be subject to such reasonable rules and regulations as the Board shall promulgate.

(b) The Association, is hereby granted and reserved perpetual nonexclusive easements to, through, over and across the Common Area for the purpose of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by any of them pursuant to any provision of this Declaration.

3.3 **Rights of Enjoyment:** Every Member shall have the right and easement of enjoyment in and to the Common Area and Community Facilities, which right and easement shall include, but not be limited to easements for pedestrian and vehicular ingress and egress, placing of utilities appurtenant to his Dwelling Unit and use of open spaces and other Community Facilities. Such right and easement shall be appurtenant to and shall pass with the title to every Dwelling Unit, subject to the following rights:

- (a) The right of the Association to pass reasonable rules and regulations;
- (b) The right of the Association to limit the number of guests of Members and

to establish rules and fees with respect to guest usage of the Common Area and Community Facilities;

(c) The right of the Association to charge reasonable admission and other fees for the use of any Community Facility;

(d) The right of the Association to suspend the use of the Community Facilities by a Member for the period during which any assessment against the Member's Dwelling Unit remains unpaid and for an additional reasonable period for any infraction of its rules and regulations;

(e) The right of the Association to levy assessments as provided in this Declaration;

(f) The rights of the Association reserved under this Declaration;

(g) The right of the Association to change, improve or modify the Common Area and to mortgage or otherwise encumber the same, or any portion thereof, to secure any indebtedness or obligation of the Association, whether or not the proceeds of such mortgage or encumbrance shall be used for the improvement of the Common Area;

(h) The right of the Association to control parking in the Common Area by rules and regulations; and

(i) The exclusive right of the Owners of certain Dwelling Units to the use and possession of Limited Common Areas, as more fully described in Section 3.11 hereof.

3.4 **Delegation of Use:** Any Member may delegate, in accordance with and subject to the By-Laws of or uniform rules adopted by the Association, his right to enjoyment of the Common Area and Community Facilities to persons in his family, his tenants, or contract purchasers who reside at his Dwelling Unit.

3.5 **Encroachments:** In the event that, by reason of the construction, settlement or shifting of any structures located on the Premises, any such structure encroaches or shall hereafter encroach upon any portion of the Premises which is not owned by the Owner of the encroachment (including, without limitation, any encroachment of the roofs, attics, balconies and/or other portions of the Dwelling Units over portions of the Common Areas), valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the Owner of such encroachment; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment is detrimental to or materially interferes with the reasonable use and enjoyment of the Premises burdened thereby or if it occurred due to the willful conduct of the Owner of such encroachment.

3.6 **Utility Easements:** An irrevocable license and easement is hereby granted to Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public or private utilities serving the Premises, and any person providing

cable television to the Owners or to the Premises to go upon the Premises at any time and from time to time for the purpose of installation, maintenance and repair of all utility facilities under control of said utility company or which said utility company shall deem to require installation, maintenance or repair for the purpose of providing utility services to the Premises.

3.7 **Easement to Village of Woodridge:** An easement is hereby granted to the Village and to the Lisle-Woodridge Fire Protection District, and each of such body's respective officers, personnel and emergency and other vehicles, to go upon the Common Area for the purpose of providing police and fire protection services and maintaining and repairing sanitary sewer and water mains some of which the Village is responsible for maintaining and repairing. Said easement shall be exercised only to the extent and for such period of time that the maintenance is required to accomplish the purpose hereinabove mentioned. The Declarant and its successors and assigns, the Association and the Board shall hold harmless the Village and its officers and personnel from any civil or criminal action for trespass arising from the proper exercise of the rights granted in this Section 3.7.

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

3.9 **Recreational Vehicle Parking:** No motor vehicles of any type shall be stored or parked (either short term or long term) on any Common Areas except those Common Areas which may be designated from time to time by the Board as being reserved for use as parking areas and, in any event, such parking within the Common Areas shall be for transient purposes only. The use of any such designated parking areas shall be governed by such rules and regulations as may be prescribed by the Board. The parking or storage of recreational vehicles, commercial vehicles, boats or motorhomes within any portion of the Common Areas shall be expressly prohibited; provided, however, that such prohibition against commercial vehicles shall not apply to the Association or its designees and representatives in carrying out services hereunder and as necessary for the construction, reconstruction, maintenance or repair of buildings, structures, Dwelling Units or Community Facilities.

3.10 **Street and Utilities Dedication:** The Board may elect to dedicate a portion of the Common Areas to a public body for use as, or in connection with, a street or utility; provided that no such dedication shall be effective until acceptance by the appropriate public body.

3.11 **Limited Common Areas:** Each Owner shall have the right to (a) the exclusive use and possession of the Limited Common Areas serving exclusively the Dwelling Unit of such Owner, which right shall be appurtenant to and shall run with title to such Dwelling Unit, and (b) the use and possession of Limited Common Areas serving the Dwelling Unit of such Owner in common with one or more (but not all) other Dwelling Units, which use and possession shall be to the exclusion of all other Owners except the Owner of any such other Dwelling Unit to which such Limited Common Areas shall respectively appertain. The use of Limited Common Areas may be transferred between Owners at their expense.

ARTICLE 4

COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1 **Creation of the Lien and Personal Obligation:** Each Owner of a Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling Unit owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association such assessments and user charges as are levied pursuant to the provisions of this Declaration and the By-Laws of the Association. Such assessments and user charges, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling Unit against which such assessment is made and upon the Unit Membership appurtenant thereto. Each such assessment and user charge, together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling Unit at the time when the same fell due.

4.2 **Purpose of Assessments:** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to the use and enjoyment of the Common Area and Community Facilities, (ii) for the making of repairs, replacements and additions to the Common Area and Community Facilities, defraying the cost of labor, equipment, and material required for the maintenance of the Common Area and Community Facilities, (iii) for maintenance, repairs and replacement to the exterior portions of Dwelling Units, and (iv) in general for carrying out the duties of the Board as set forth in this Declaration (including ARTICLE 6 hereof) and the By-Laws of the Association; and for carrying out the purposes of the Association as stated herein and in its Charter.

4.3 **Assessment Procedures:**

(a) Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, fees, supplies and other items which, in the judgment of the Board, will be required to be provided to the Association or required to meet the Association's obligations during the ensuing calendar year to effect the purposes of the Association, a copy of which estimated budget shall be provided to all Owners by a prescribed delivery method at least 30 days but not more than 60 days prior to the adoption thereof by the Board. The annual budget shall take into account any estimated net operating income or deficit which may result from the operation of the Common Area during such year and income from user charges to be received pursuant to subsection 4.3(g) hereof. Said "estimated cash requirement" shall be allocated among and assessed to Members in accordance with the provisions of Section 4.6 hereof. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting,

(b) On or before January 1 of the ensuing year, and on the first day of each and every month of said year each Member shall be personally obligated to pay, in the manner prescribed by Sections 4.6, 4.7 and 4.8 hereof, one twelfth (1/12th) of such Member's annual assessment, together with all user charges incurred by such Member during the preceding month. If the actual expenditures paid or provided for by the Board during said year shall be more or less than said estimated cash requirement, any net shortage or excess shall be applied as an adjustment to the installments under the current year's estimate falling due after the amount of such net shortage or excess for the preceding year has been determined.

(c) The Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

(d) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(e) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

(f) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of subsection (d) or (g) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

(g) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose.

(h) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (f) and (g) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. An Owner shall first be liable for payment of the full monthly assessment on the 1st day of the month following conveyance of title to him. This payment shall be in addition to the prorated portion of the monthly assessment which a new Owner agrees to pay to its seller as of the date title to a Dwelling Unit is conveyed. The Association 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 Dwelling Unit have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.

(h) If any "estimated cash requirement" proves inadequate for any reason (including nonpayment of any Member's assessment), the Board may at any time levy a further assessment. The Board shall serve notice of such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Members shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(i) The failure or delay of the Board to prepare an annual or an adjusted estimated budget shall not constitute a waiver or release in any manner of any Member's obligation to pay his share of the estimated cash requirement as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, each Member shall continue to pay the monthly charge at the then existing monthly rate established for the previous period.

(j) The Board may establish, and each Member shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Members or which, in the judgment of the Board should not be charged to every Member. Such expenses may include, without limitation, fees for the use of the outdoor parking spaces and other charges for use of facilities located in the Common Area; lease charges; charges predicated on the negligence of any Member or the abuse of any Community Facility; and fees for such other services and facilities provided to Members which should not reasonably be allocated among all of the Members in the same manner as assessments. Such user charges may be billed separately to each Member benefited thereby, or may be added to such Member's assessment as otherwise determined, and collected as a part thereof pursuant to Sections 4.6 and 4.7 hereof. Nothing herein shall require the establishment of user charges as hereinabove authorized, and the Board may elect to treat all or any portion thereof as expenses to be defrayed by assessments.

4.4 **Special Assessments for Capital Improvements:** In addition to the annual assessment authorized by Section 4.3, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or purchase of a specified capital improvement upon or to the Common Area, and the necessary fixtures and personal property related thereto; provided, however, that, except for special assessments which shall not exceed in any one (1) year the sum of \$500.00 per assessed Dwelling Unit, any such special assessment shall first be approved at a meeting of the Voting Members by the affirmative votes of Voting Members entitled to cast at least a simple majority of all votes cast at a meeting called and held in accordance with the provisions of Section 4.5. The provisions of this Section 4.4 shall not limit the power of the Board, without such prior approval, to levy assessments to reconstruct, replace or restore any Community Facilities to the condition as originally constructed by Developer. The Board shall segregate and maintain a special reserve account (the "Master Fund") to be used solely to make capital expenditures in connection with the Community Facilities.

4.5 **Notice and Quorum:** Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Section 4.4 hereof shall be sent to all Voting Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. .

4.6 **Allocation of Assessments Among Members:** Both annual and special assessments shall be allocated among the Members by apportioning to each Member an amount equal to that proportion of the total assessment which the number of Unit Memberships held by such Member bears to the total number of Unit Memberships in the Association.

4.7 **Payment of Assessments:**

(a) The Association shall perform the collection functions for all assessments and user charges hereunder and Members shall pay all such amounts directly to the Association. The Association may exercise its aforesaid rights as frequently as it deems necessary.

(b) Upon written demand of an Owner or a First Mortgagee at any time, the Association shall furnish such Owner or First Mortgagee a written dated certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Dwelling Unit. Such Certificate shall be conclusive evidence of payment of any annual or special assessments theretofore levied and not stated therein as unpaid.

4.8 **Nonpayment of Assessments:**

(a) Any installment of an assessment which is not paid to the Association when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may upon notice to such Member of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall commence to bear interest from the date of acceleration at the

highest legal rate per annum. The Association may bring an action against the Member personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action; and the Association may enforce and foreclose any lien it has or which may exist for its benefit.

(b) No Member shall be relieved of personal liability for the assessments and for other amounts due as provided herein by nonuse of the Common Area or abandonment or transfer of ownership of his Dwelling Unit, provided that upon transfer of ownership of a Dwelling Unit, the transferor shall not be responsible for assessments accruing after the date of transfer.

(c) The lien of the assessments provided for in Section 4.1 hereof shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the earlier of the date the holder of said mortgage takes possession of the Dwelling Unit, accepts a conveyance of any interest in the Dwelling Unit or has a receiver appointed in a suit to foreclose his lien. Such taking of possession, conveyance or appointment shall not relieve the holder of said mortgage from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Except for the foregoing, the lien for assessments provided for in Section 4.1 shall not be affected by any sale or transfer of a Dwelling Unit.

4.9 **Itemized Accounting:** The Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

ARTICLE 5

DISPLAY OF FLAGS

Notwithstanding any provision in the Declaration, By-Laws, community instruments, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and

regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this provision:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE 6

ADMINISTRATION AND USE OF COMMON AREA

6.1 **General Powers and Duties of the Board:** The Board shall have all of the powers and duties granted to it or imposed upon it by this Declaration, the By-Laws and the Illinois General-Not-For-Profit Corporation Act including, without limitation, the following general powers and duties:

(a) To adopt rules and regulations governing the use, maintenance and administration of the Common Area for the health, comfort, safety and general welfare of persons using the Common Area.

(b) Subject to Section 6.6 hereof with respect to Limited Common Areas, to repair, maintain, improve and replace the Common Area and all Community Facilities thereon, including without limitation all landscaping within the Common Area, and to have such rights of ingress and egress over and upon the Premises as may be required to exercise such rights.

(c) Subject to Section 6.6 hereof with respect to Limited Common Areas, to provide maintenance and services with respect to the Common Area, including (i) maintenance, repair and replacement of all Community Facilities; (ii) snow removal from all parking areas, trail areas, private roads and streets and private sidewalks adjacent thereto; (iii) maintenance, repair, replacement, improvement and care of all trees, shrubs, grass and landscaped areas; and (iv) maintenance, repair, replacement and operation of those Utilities or portions thereof which are not maintained by the Village or by a public or quasi-public utility or authority;

(d) To repair, maintain and replace the exterior portions of the buildings containing the Dwelling Units, and all other areas which are part of the Dwelling Units but which are located exterior to such buildings;

(e) At the Board's discretion, without obligation, to provide snow removal from public sidewalks adjacent to public roads, notwithstanding that such sidewalks are not part of Common Areas;

(f) To pay for, out of the assessment funds provided for in ARTICLE 4 hereof, all taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Area, subject to the provisions of Section 6.3 hereof.

(g) To retain and compensate a firm to manage the Association and the Common Area or any separate portion thereof, and to provide the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by such manager provided, however, that any such management agreement shall (i) contain provisions allowing for termination by the Association for cause upon thirty (30) days written notice, (ii) be for a term not to exceed one (1) year, and (iii) be renewable by agreement of the parties for successive one year periods.

(h) To provide any material, supplies, insurance, furniture, equipment, fixtures, labor, services, maintenance, repairs, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or the By-Laws, or which in its opinion shall be necessary or proper for the operation or protection of the Association and its members or for the enforcement of this Declaration.

(i) To make the dedications and grant the utility easements described in Section 7.4 hereof.

(j) At the Board's discretion, without obligation, to obtain (and the Board shall obtain with the premiums therefor being part of the assessment levied pursuant to Section 4.3) such policy or policies of insurance as may be necessary, in the Board's opinion, to insure the Association against any liability in connection with the ownership and operation of the Common Area and other portions of the Premises including, but not limited to, the following:

(1) Insurance on the Common Area against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Common Area shall be determined from time to time by

the Board, which determination may be based upon appropriate insurance appraisals. All such policies of insurance shall name as insureds the Association.

(2) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Common Area or upon, in or about the streets and passageways and other areas adjoining the Common Area, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable; provided, however, that the coverage shall be no less than \$2,000,000.00 per occurrence for personal injury and/or property damage. All policies of insurance of the character described in this subparagraph shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner on account of the negligent acts of the Association or another Owner.

(3) Such worker's compensation insurance as may be necessary to comply with applicable laws.

(4) Employer's liability insurance in such amount as the Board shall deem desirable.

(5) Fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association, written in an amount which is no less than three (3) times the Association's estimated assessments for annual expenses plus all reserves held by the Association.

(6) Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

(k) At the Board's discretion, without obligation, to obtain audited financial statements for the Association.

6.2 **Special Powers of the Board:** The Board shall have the following additional rights and powers, and shall pay the costs and expenses of exercising the same out of the assessment funds:

(a) To execute, on behalf of all Owners, all divisions of ownership for tax assessment purposes with regard to the Common Area or any portion thereof.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights or other reasonable form of security against delinquent Owners, if the Board sees fit.

(c) To enter into contracts; maintain one or more bank accounts granting

authority as the Board shall desire to one or more persons (including the managing agent of the Common Area) to draw upon such accounts; invest surplus funds of the Association in U.S. Government securities or in passbook savings accounts insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation; and generally, to have all the powers necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Area from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(e) To adjust the amount of, collect and use any insurance proceeds to repair damaged property or replace lost property.

(f) To transfer the Common Area to any title holding land trust in exchange for the entire beneficial interest therein, or to any corporation in which the Association is the sole shareholder.

(g) To enforce the provisions of this Declaration and rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

6.3 **Real Estate Taxes and Assessments:** Notwithstanding anything to the contrary herein contained hereof, the Association shall pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to the Common Area.

6.4 **Rights of Village to Maintain Common Area:** If the Association shall default in any of its obligations described above in Sections 6.1(b) or (c) and if such default shall continue for thirty (30) days after notice thereof in writing to the Board, then and in such event, the Village shall have the right (but not the obligation) to enter upon the Common Area and remedy the same or cause the same to be done. The Association shall, upon demand, reimburse the Village for the reasonable cost of such work and if payment is not made within thirty days after demand, then with respect to each Dwelling Unit, the aliquot share of the amount due shall become a lien on the Dwelling Unit. Each such lien shall be subordinate to the lien of the first mortgage on the Dwelling Unit and the lien for assessments which become due after the date on which the Village's lien attaches to the Dwelling Unit. At the request of the Village, the Association shall levy a special assessment for the payment of any such amounts which become due to the Village, and the Village shall have the right to seek an injunction causing the Association to make such special assessment or, in the alternative, to record an appropriate notice of lien against all of the Dwelling Units and to foreclose any such lien as provided for or permitted under applicable law. This Section 6.4 shall be deemed a covenant running with the land and shall not be amended or deleted without the prior written consent of the Village. Except for the prompt regrading of the Common Area to its preexisting condition, the Village shall in no event be obligated to restore the Common Area to the exact condition which it was in immediately preceding any such entering upon the Common Area and remedying of the Association's default.

6.5 **Use and Enjoyment of Common Areas:** The rights of the Owners to use and

possess all or designated portions of the Common Areas may, from time to time, be made subject to a comparable right to use and possess the Common Areas or designated portions thereof (the "User Rights") in favor of those owners (the "External Users") of residential dwellings located on property other than the Premises who are designated by the Board and who elect to exercise the rights granted in this Section 6.5. The User Rights shall concurrently extend to such External User's respective family members, tenants and invitees, and shall be equivalent to the use, benefit and enjoyment of such Common Areas by Dwelling Unit Owners and their family members, tenants and invitees. The User Rights shall at all times be subject to the provisions of this Section 6.5 and additional rules and regulations as the Board may adopt with respect to the use and enjoyment of the Common Areas and with respect to the payments and other obligations imposed upon each External User.

6.6 **Maintenance, Repairs and Replacements of Limited Common Areas.** The Association shall furnish and be responsible for all of the maintenance, repair and replacement of the Limited Common Areas. At the discretion of the Board, the cost of such maintenance, repair and replacements shall be assessed in whole or in part to Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Owners, in the name and for the account of such Owners, to arrange for such maintenance, repair, and replacements, to pay the cost thereof with the funds of such Owners, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Common Areas from all mechanics' or materialmen's lien claims that may arise therefrom.

6.7 **Resale of Dwelling Units:** In the event of any resale of a Unit by a Member or Unit Owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the Declaration, other instruments, and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.

(3) A statement of any capital expenditures anticipated by the Association within the current or succeeding 2 fiscal years.

(4) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.

(5) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.

(6) A statement of the status of any pending suits or judgments in which the Association is a party.

(7) A statement setting forth what insurance coverage is provided for all Members or Unit Owners by the Association for common properties.

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within 30 days after receiving a written request for such information.

A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the unit seller for providing the information.

ARTICLE 7

OPERATING DECLARATION

It is understood that the Premises comprise a portion of an overall regional planned unit development (the "Complex") which may consist, from time to time, of compatible uses including single family residential, multi-family residential, office, retail, hotel, golf course and other mixed uses. As part of the development of the Complex, certain areas and facilities (herein, "Shared Amenities") which may from time to time be located within the Common Area, other areas within or adjacent to the Complex, or public rights of way may be installed and/or constructed which will benefit the Owners as well as the various owners and/or occupants of other portions of the Complex. The Shared Amenities may include, among other things, a trail system located, in part, within the Common Area and located, in part, on other areas within the Complex, landscaping located within certain public rights-of-way, signage, pond areas and other amenities which will benefit the Owners and the other owners and/or occupants of the Complex. Pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions dated concurrently herewith and recorded with the DuPage County Recorder's Office prior to the recording hereof (herein, the "Operating Declaration"), the responsibility for certain ongoing care, maintenance, repair, replacement and operation of the various Shared Amenities has been reserved, delegated or otherwise assigned to the "Seven Bridges Common Area Maintenance Association", which may hereafter be organized as a not-for-profit corporation pursuant to the terms of said Operating Declaration. All terms and provisions set forth herein shall be subject to the terms and provisions of such Operating Declaration. Each Owner and each mortgagee, by acceptance of a deed of conveyance, mortgage or trust deed to a Dwelling Unit, covenants and agrees that the obligations under such Operating Declaration, including, without limitation, the obligation to contribute to the costs and expenses (including reserves) for the ongoing care, maintenance, repair, replacement and operation of the Shared Amenities, shall be obligations imposed on the Owners collectively and that each Dwelling Unit ownership shall be subject to all of the terms and provisions of said Operating Declaration. With respect to any costs and expenses (including reserves for capital expenditures) incurred by the Association in the performance of obligations under such Operating Declaration, such costs, expenses and reserves shall be deemed expenses to be assessed to each Owner as part of the assessments due and owing pursuant to Article 4 hereof, the payment of which shall be enforced in the same manner as for other assessments provided in said Article 4. The Association reserves the right and power to enter into any amendments and modifications to such Operating Declaration from time to time on behalf of each Owner, as attorney-in-fact, upon such terms and conditions therein contained as may be acceptable to the Association. In furtherance of such right to enter into amendments and modifications to the Operating Declaration a power coupled with an interest is hereby reserved and granted to the Association, and each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit, and the acceptance thereof, shall be deemed a grant and acknowledgement of the power of the Association to make, execute and record such amendments and modifications to the Operating Declaration and to carry out all duties and obligations of the Association imposed thereunder. At such time as the "Seven Bridges Common Area Maintenance Association" is established pursuant to the Operating Declaration, the "Association Delegate" (as defined in the Operating Declaration) shall be

designated by the Board. Each such Association Delegate must be a Member. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Operating Declaration, the provisions of the Operating Declaration shall prevail.

ARTICLE 8

BUILDING EXTERIORS

8.1 **Premises:** Subject to the terms of Section 9.3 and 9.4 hereinbelow, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Premises, nor shall any exterior addition to or change or alteration of any building, fence, wall or other structure (including, without limitation, the Dwelling Units) be made nor shall any change be made to the character of the landscaping on the Premises now existing or hereafter installed and maintained by Developer or the Association (including, without limitation, the cutting of existing trees), nor shall any other changes to the exterior of a Dwelling Unit be made at any time. Notwithstanding the foregoing, the the Association shall have the right to make changes to, and alterations of, the landscaping at the Premises to the extent either such party deems it necessary for the health, betterment, welfare or safety of the Premises and the occupants thereof.

8.2 **Buildings:** Each Owner shall be required, at its sole cost and expense, to maintain and keep the interior portion of their respective Dwelling Unit in good condition and repair and to maintain and keep the interior and exterior portions of all doors and windows, including all hardware and all appurtenances thereto, in good condition and repair (including, without limitation, the prompt replacement of all broken glass). In no event shall the exterior of any building on the Premises be changed in color, materials or otherwise; subject, however, to the terms of Section 9.3 and 9.4 hereinbelow. The Association shall have the right and the obligation, through its agents and employees or otherwise, to enter upon each Dwelling Unit to repair, maintain, replace and restore the building exterior and any other improvements which are part of the Dwelling Unit, but which are located external to the building (including, without limitation, the roof and other structural elements of all buildings, landscaping, porches and decks), the cost of which is to be assessed to all Owners, generally, pursuant to Article 4 of this Declaration.

8.3 **Casualty/Insurance.** Each Owner shall be required to maintain, at its sole cost and expense, fire, extended coverage, vandalism and malicious mischief "all-risk" property insurance on its Dwelling Unit in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policy and, in any event, in the amount of the full replacement cost of such Dwelling Unit. In the event of damage or destruction of all or any portion of a Dwelling Unit, the Owner of said Dwelling Unit shall, at its own expense, repair, restore and/or rebuild said Dwelling Unit to the exact condition as existing immediately prior to such damage or destruction. Such repairs, restoration and/or rebuilding shall be performed in a good and workmanlike manner and in accordance with any rules and regulations adopted from time to time by the Board. If, within fifteen (15) days after notice from the Board, reasonable steps have not been taken by an Owner toward the repairs, restoration and/or rebuilding required under this Section 9.3, or if such repairs, restoration and/or rebuilding are not continuously prosecuted with due diligence until satisfactory completion of same, then the Association shall

have the right, through its employees or agents or otherwise, to enter upon such Dwelling Unit to prosecute such repairs, restoration and/or rebuilding. Without limitation on the foregoing, the Association shall have the right to obtain an injunction from any court having jurisdiction to require the Owner to comply with the provisions of this Section 9.3. The rights and remedies of the Association contained in this Section 9.3 shall be nonexclusive and in addition to any other right or remedy available hereunder or at law or in equity. Any sums spent by the Association under this Section 9.3 shall, on demand, be immediately due and payable to the Association by the defaulting Owner, and the Association shall have the same remedies to enforce collection of such sums as for other unpaid assessments hereunder.

ARTICLE 9

GENERAL RESTRICTIONS

9.1 **Commercial Religious or Professional Uses:** Except as provided in Article 7 hereof, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on or within any part of the Property (including, without limitation, the Dwelling Units and the Common Area) nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part thereof, except as permitted by the Board; provided, however, that an Owner or other occupant of a Dwelling Unit may use a portion of such Dwelling Unit as an office or studio so long as such use (i) does not interfere with the quiet enjoyment or comfort of any other Owner, (ii) does not result in the Dwelling Unit becoming principally an office or studio (as distinct from a single-family residence), (iii) is permitted under all applicable zoning ordinances, and (iv) complies with all rules and regulations adopted by the Board from time to time.

9.2 **Obstructions:** Except as permitted under Section 7.5 hereof, there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior consent of the Board.

9.3 **Pets:** No animal of any kind shall be raised, bred or kept in the Common Area. The Board may from time to time adopt rules and regulations governing the use of the Common Area by pets. Any pet causing or creating a nuisance or unreasonable disturbance on the Common Area shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Dwelling Unit containing such pet and the decision of the Board shall be final. No animal of any kind shall be raised, bred or kept within any Dwelling Unit except, however, that a maximum of two (2) conventional domestic animals may be maintained as pets in any given Dwelling Unit, notwithstanding the foregoing restrictions.

9.4 **Proscribed Activities:** No noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners.

9.5 **Structural Impairment:** Nothing shall be done in, on or to the Common Area or any Dwelling Unit which would impair the structural integrity of any building or structure

located thereon or otherwise containing such Dwelling Unit.

9.6 **No Unsightly Uses:** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit or the Common Area nor shall any boats, recreational vehicles, motorhomes or commercial vehicles be stored or parked upon any portion of the Common Area (including, without limitation, any private roads or streets); No automobiles, snowmobiles, motorcycles or trucks shall be stored or parked on any Common Area (including, without limitation, grass and other landscape areas) except those Common Areas, if any, designated from time to time by the Board as parking areas and, in any event, such parking within the Common Areas shall be for transient purposes only. In addition, the Board may authorize any vehicles parked in violation of any parking regulations issued in connection with the Common Area to be towed away and any such towing charge shall become a lien upon the Dwelling Unit of the Owner of the vehicle in the same manner as provided in Article 4 hereof for non-payment of maintenance assessments. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be permitted thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. Subject to the terms of Section 7 hereof, no signage of any type (including, without limitation, signage with respect to the resale of a Dwelling Unit) shall be permitted on any external portion of a building or within any portion of the Common Areas.

9.7 **Condemnation:** In the case of a taking or condemnation by competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any reserves being held for such part of the Common Area, shall, in the discretion of the Board, either (i) be applied to pay the assessments levied by the Association; (ii) to be distributed to the Owners and their respective mortgagees, as their interests appear, in accordance with the number of Dwelling Units owned by any such Owner; or (iii) to be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Common Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the Association and recorded.

ARTICLE 10

PARTY WALLS

10.1 **Party Walls and Use:** All dividing walls which straddle the boundary line between Dwelling Units or which serve two or more Dwelling Units, shall at all times be considered party walls, and each of the Owners of Dwelling Units upon or between which any such party wall shall stand shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Dwelling Units and for the support of any building constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained.

10.2 **No Extension of Party Walls:** No Owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

10.3 **Damage or Destruction; Repair or Rebuilding:** In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owners of any Dwelling Units upon or between which such party wall may rest shall have the obligation to repair or rebuild such wall and the Owner of each Dwelling Unit upon or between which such wall shall rest, be served or benefited by shall pay in equal shares the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in a workmanlike manner with materials comparable to those used in the original wall and shall confirm in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall. All construction performed under this Article 11 shall be subject to the terms of Article 9 of this Declaration.

10.4 **Contribution:** The foregoing provision of this Article notwithstanding, the Owner of any Dwelling Unit shall retain the right to receive a larger contribution from another Owner under any rule or law regarding liability for negligent or willful acts or omissions.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Binding Effect:** The easements created by this Declaration and the approval rights granted under Article 9 hereof, shall be of perpetual duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Premises and shall inure to the benefit of and be enforceable by the Association and/or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period after the date this Declaration is recorded or within any successive ten (10) year period by an instrument signed by those Members owning at least seventy-five percent (75%) of the Dwelling Units which are subject to this Declaration; provided, however, that at any time, no Material Amendment to this Declaration, the By-Laws or the Association's articles of incorporation shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the Dwelling Units that are subject to the mortgages held by Eligible Mortgage Holders and provided further that the provisions of this Section 12.1 may be amended only by unanimous written consent of the Owners of all Dwelling Units. These covenants and restrictions may also be cancelled or amended by an instrument signed by sixty percent (60%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question, provided, however, that no termination or alteration of the legal status of the Association or the Premises for reasons other than substantial destruction or condemnation of the Premises shall be effective unless approval

thereof is obtained from at least fifty-one percent (51%) of all Eligible Mortgage Holders. Any instrument executed pursuant to the provisions contained herein shall be filed for record in the Office of Recorder of Deeds of DuPage County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly. Amendments to community instruments authorized to be recorded shall be executed and recorded by the President of the Board or such other officer authorized by the Association or the community instruments.

11.3 **Enforcement**: Enforcement by the Association or any Owner of the covenants and restrictions contained in this Declaration may be had by any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants; failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

11.4 **Title-holding Land Trust**: In the event title to any Dwelling Unit is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

11.5 **Lease Restrictions** (a) Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of more than seven units is prohibited, except as hereinafter provided:

(b) The term "leasing of units" includes a transaction wherein the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing of units" shall include any transaction wherein possession of a unit is provided prior to transfer of title. In no event may less than the entire unit be leased. A unit Owner shall be deemed to "reside" in a unit if he/she has slept in the unit for the majority of the days of the previous applicable month. Except with respect to units leased pursuant to the hardship provisions set forth below, no unit may be leased unless the owner has resided in the home continuously for the immediately previous 36 months from the date of purchase. With the exception of leases entered into pursuant to the hardship provision below, all leases shall be for a period of one year.

(c) Occupancy of a unit by a Family Member(s) of a unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as a current or former spouse, parents, grandparents, children, and grand children of the Unit Owner.

(d) Hardship: If a hardship, as determined by the Board of Directors, exists, the unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

(i) The unit Owner must submit a request in writing to the Board of Directors requesting a not less than six (6) consecutive months nor more than twelve (12) consecutive months hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Directors by the unit Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. Any lease entered into shall be in writing and for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months. The lease must also contain a provision that failure by the tenant or the unit Owner to abide by the Declaration, By-Laws or Rules and Regulations (the "Governing Documents") of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. The Board's decision shall be final and binding.

(iii) Copies of all leases must be submitted to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

(iv) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.

(v) In the event a unit Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(vi) Hardship exemptions will only be considered if the seven permissible units are leased.

(e) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual unit or the Common Elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(f) All Owners and tenants, including Family Members, must comply with the provisions contained in the Crime Free Leasing Resolution and Addendum, as duly adopted and as may be from time to time amended by Resolution of the Board of Directors, and is attached hereto as Exhibit "C" for reference purposes only.

(g) In addition to the authority to levy fines against the Owner or Tenant for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the tenant, an action for injunctive and other equitable relief, or an action at law for damages.

(h) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner and/or the Tenant to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(i) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(j) This Amendment shall not prohibit the Board from leasing any unit owned by the Association or any unit which the Association has been issued an Order of Possession by the Circuit Court of DuPage County or for which permission has been granted by the unit owner or its successors or assigns.

(k) The provisions of this amendment which prohibits leasing shall not be applicable with respect to any unit which is being leased on the effective date of this amendment. Upon the expiration of the lease the owner shall, in all respects, comply with the obligations and restrictions contained in this amendment. All other provisions of this amendment shall be immediately applicable to all owners regardless of whether or not such owners are leasing their units.

(l) The Board shall have the authority to establish a "waiting list" relative to the seven units which may be leased together with administrative rules regarding its operation. That with respect to the 7 units which may be leased, upon the termination of such lease, if there is a waiting list for available leasing opportunities, the name of the owner whose lease terminated will be placed at the bottom of the said waiting list.,

11.6 Perpetuities and Other Invalidity: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of William Clinton, President of the United States. If any easement created by this Declaration for the benefit of the Association shall be declared invalid by a final decree of a court of competent jurisdiction, the Association shall be immediately vested with, and is hereby granted, leased and demised, a leasehold estate in the portion of the servient estate theretofore burdened by such easement, for a term which shall commence on the date of such decree and shall expire simultaneously with the expiration of the term of this Declaration, for the same purposes and on the same terms and conditions as theretofore applied to said easement interest, except that the Association shall be required to pay as rent for said leasehold estate, an annual rental of \$100 per year for each calendar year or portion thereof which shall elapse during the demised term.

11.7 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, and all other provisions shall remain in full force and effect.

11.8 Headings: The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. The terms "Paragraph" and "Section" are used interchangeably herein and shall refer to the corresponding provision in this Declaration containing the same number heading.

11.9 Notices: Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other person entitled to use the Common Area, or any

part thereof, shall be deemed to have been properly delivered when deposited in the United States Mail, postage prepaid, directed to the last known person who appears as a Member, Owner or other person entitled to notice, at the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given.

11.10 **Conflict**: The provisions of this Declaration are and shall be subservient to the terms of the Act and to the ordinances and regulations of the Village.

11.11 **Dissolution of the Association**: Upon dissolution of the Association, its assets shall be transferred to another homeowners' association having similar purposes.

11.12 **Names of First Mortgagees**: Each Owner shall notify the Association of the name and address of the First Mortgagee relating to his respective Dwelling Unit.

11.13 **Information for Owners**: Each Owner shall receive (or the Board shall otherwise make available for inspection of each Owner) any and all information required pursuant to Section 1-30 (i) of the Act.

11.14 **Village Ordinances**: This Declaration, and the terms and provisions contained herein, shall not be deemed to supersede, negate, or otherwise affect any and all applicable Village ordinances, rules, laws and regulations.

IN WITNESS WHEREOF, the Board of Directors has caused this instrument to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

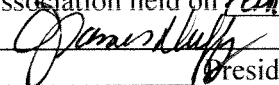


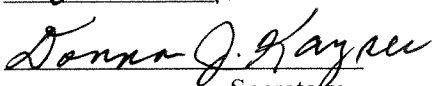
President

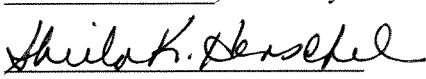
BOARD MEMBER SIGNATURE PAGE

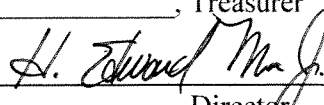
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)


We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Seven Bridges Courts Association established by the aforesaid Declaration of Covenants. By our signatures below, we hereby approve of and consent to the amendment to the Declaration pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Directors of Seven Bridges Courts Association held on FEBRUARY 16, 2016.

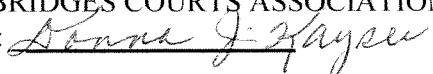

_____, President


_____, Secretary


_____, Treasurer


_____, Director


_____, Director

BOARD OF DIRECTORS OF
SEVEN BRIDGES COURTS ASSOCIATION
ATTEST: 
Secretary

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, DONNA J. KAYSER, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of The Seven Bridges Courts Association and as such Secretary and keeper of the books and records of said Association. I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Directors of said Association, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on Feb. 16, 2016 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the members of the Association did not file a petition with the Board, pursuant to the requirements of Section 1-60(c) of the Illinois Common Interest Community Association Act, objecting to the adoption of this Amendment to the Declaration.

Donna J. Kayser
Secretary of the Seven Bridges Courts Association

SUBSCRIBED AND SWORN to
before me this 17 day
of February, 2016

Sandra K Maxwell
Notary Public

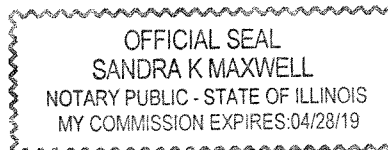


EXHIBIT A
TO
DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS
CONDITIONS AND PARTY WALL RIGHTS
FOR
SEVEN BRIDGES COURTS ASSOCIATION

THE PREMISES

LOTS 1 THROUGH 11, INCLUSIVE, LOT CA1 AND LOT CA2 IN SEVEN BRIDGES COURTS PHASE 1, BEING A RESUBDIVISION OF LOT G AND PART OF LOT F IN SEVEN BRIDGE'S OFFICE - COMMERCIAL - RETAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 14, 15, 22 AND 23, ALL IN TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1990, AS DOCUMENT NO. R90-84384, IN THE VILLAGE OF WOODRIDGE, DUPAGE COUNTY, ILLINOIS, ALL ACCORDING TO THE PLAT OF SEVEN BRIDGES COURTS PHASE 1 RECORDED MARCH 17, 1993 AS DOCUMENT NO. R93-050999 AND CORRECTION CERTIFICATE RECORDED AUGUST 11, 1993 AS DOCUMENT NO. R93-180076.

Exhibit "A"

Seven Bridges Courts Phase 1 Association

Pin	Commonly known as (for informational purposes only)
08-22-416-002	HOBSON RD WOODRIDGE, IL 60517 <i>No Unit #</i>
08-22-416-003	20 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 5</i>
08-22-416-004	19 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 5</i>
08-22-416-005	18 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 5</i>
08-22-416-006	17 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 5</i>
08-22-416-007	16 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 4</i>
08-22-416-008	15 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 4</i>
08-22-416-009	14 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 4</i>
08-22-416-010	13 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 4</i>
08-22-416-011	12 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 3</i>
08-22-416-012	11 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 3</i>
08-22-416-013	10 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 3</i>
08-22-416-014	9 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 3</i>
08-22-416-015	8 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 2</i>
08-22-416-016	7 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 2</i>
08-22-416-017	6 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 2</i>
08-22-416-018	5 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 2</i>
08-22-416-019	4 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 1</i>
08-22-416-020	3 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 1</i>
08-22-416-021	2 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 1</i>
08-22-416-022	1 BRASSIE CT WOODRIDGE, IL 60517 <i>Unit 1</i>
08-22-416-023	26 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 11</i>
08-22-416-024	25 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 11</i>
08-22-416-025	24 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 11</i>
08-22-416-026	23 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 11</i>
08-22-416-027	22 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 10</i>
08-22-416-028	21 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 10</i>
08-22-416-029	20 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 10</i>
08-22-416-030	19 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 10</i>
08-22-416-031	18 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 9</i>
08-22-416-032	17 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 9</i>
08-22-416-033	16 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 9</i>
08-22-416-034	15 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 9</i>
08-22-416-035	14 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 8</i>
08-22-416-036	13 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 8</i>
08-22-416-037	12 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 8</i>
08-22-416-038	11 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 8</i>
08-22-416-039	10 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 7</i>
08-22-416-040	9 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 7</i>
08-22-416-041	8 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 7</i>
08-22-416-042	7 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 7</i>
08-22-416-043	6 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 7</i>
08-22-416-044	5 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 7</i>
08-22-416-045	4 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 6</i>
08-22-416-046	3 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 6</i>
08-22-416-047	2 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 6</i>
08-22-416-048	1 MASHIE CT WOODRIDGE, IL 60517 <i>Unit 6</i>
08-22-416-049	HOBSON RD WOODRIDGE, IL 60517 <i>No Unit #</i>

EXHIBIT B
TO
DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS
CONDITIONS AND PARTY WALL RIGHTS
FOR
SEVEN BRIDGES COURTS ASSOCIATION

THE DEVELOPMENT AREA

LOTS 1 THROUGH 11, INCLUSIVE, LOT CA1, LOT CA2 AND OUTLOT 2 IN SEVEN BRIDGES COURTS PHASE 1, BEING A RESUBDIVISION OF LOT G AND PART OF LOT F IN SEVEN BRIDGE'S OFFICE - COMMERCIAL - RETAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 14, 15, 22 AND 23, ALL IN TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1990, AS DOCUMENT NO. R90-84384, IN THE VILLAGE OF WOODRIDGE, DUPAGE COUNTY, ILLINOIS, ALL ACCORDING TO THE PLAT OF SEVEN BRIDGES COURTS PHASE 1 RECORDED MARCH 17, 1993 AS DOCUMENT NO. R93-050999 AND CORRECTION CERTIFICATE RECORDED AUGUST 11, 1993 AS DOCUMENT NO. R93-180076.

AND

LOTS C, E AND F, INCLUSIVE, IN SEVEN BRIDGE'S OFFICE - COMMERCIAL - RETAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 14, 15, 22 AND 23 ALL IN TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1990 AS DOCUMENT NO. R90-84384, IN THE VILLAGE OF WOODRIDGE, DUPAGE COUNTY, ILLINOIS, EXCEPT THAT PORTION OF LOT F CONSTITUTING OUTLOT 2 IN SEVEN BRIDGES COURTS PHASE 1, BEING A RESUBDIVISION OF LOT G AND PART OF LOT F IN SEVEN BRIDGE'S OFFICE - COMMERCIAL - RETAIL SUBDIVISION, ACCORDING TO THE PLAT OF SEVEN BRIDGES COURTS PHASE 1 RECORDED MARCH 17, 1993 AS DOCUMENT NO. R93-050999 AND CORRECTION CERTIFICATE RECORDED AUGUST 11, 1993 AS DOCUMENT NO. R93-180076.

EXHIBIT C

TO

**DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS
CONDITIONS AND PARTY WALL RIGHTS
FOR
SEVEN BRIDGES COURTS ASSOCIATION**

THE COMMON AREA

LOT CA1 AND LOT CA2 IN SEVEN BRIDGES COURTS PHASE 1, BEING A RESUBDIVISION OF LOT G AND PART OF LOT F IN SEVEN BRIDGE'S OFFICE - COMMERCIAL - RETAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 14, 15, 22 AND 23, ALL IN TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1990, AS DOCUMENT NO. R90-84384, IN THE VILLAGE OF WOODRIDGE, DUPAGE COUNTY, ILLINOIS, ALL ACCORDING TO THE PLAT OF SEVEN BRIDGES COURTS PHASE 1 RECORDED MARCH 17, 1993 AS DOCUMENT NO. R93-050999 AND CORRECTION CERTIFICATE RECORDED AUGUST 11, 1993 AS DOCUMENT NO. R93-180076.

EXHIBIT D
TO
DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS,
CONDITIONS AND PARTY WALL RIGHTS
FOR
SEVEN BRIDGES COURTS ASSOCIATION
BY-LAWS OF
SEVEN BRIDGES COURTS ASSOCIATION

ARTICLE 1

PURPOSES AND POWERS

The Association shall be responsible for the general management, supervision and ownership of the Common Area and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE 2

OFFICES

2.1 **Registered Office**: The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

2.2 **Principal Office**: The principal office of the Association shall be maintained as provided by the board of directors by resolution..

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 **Membership**: Every owner of a Dwelling Unit shall be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such

Owner's Dwelling Unit. There shall be one membership allocable to each Dwelling Unit (herein called a "Unit Membership") and any Member who is the Owner of more than one such Dwelling Unit shall have the number of Unit Memberships equal to the number of such Dwelling Units. If the record ownership of a Dwelling Unit shall be in more than one person, or if an Owner of a Dwelling Unit is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto shall be designated by such Owner or Owners in writing.

3.2 **Voting Rights:** One person with respect to each Unit Membership shall be entitled to vote at any meeting of the association ("Voting Member"). Such Voting Member may be the Unit Owner or some person designated by such Unit Owner to act as its proxy on its behalf. Such designation shall be made in writing to the Board.

3.3 **Method of Voting:**

(a) The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the total number of Unit Memberships at the time of any such vote and each such Unit Membership shall be allocated one vote. Whenever a vote of the Members of the Association is required pursuant to this Declaration, or pursuant to the articles of incorporation for the Association or By-Laws of the Association, or is otherwise required by law, such votes shall be cast only by the Voting Members. Unless the Declaration or the Charter or these By-Laws or any law shall specify a greater vote, all Association matters requiring action by Members or by the Voting Members shall be decided by a majority of the votes cast by Voting Members voting at a meeting of Voting Members representing a majority of the Unit Memberships governed by the Declaration at the time of such vote. In all elections for members of the Board, the Association shall be entitled to vote on a non-cumulative voting basis.

(b) A Member may vote:

(1) by proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution; or

(2) by submitting an Association-issued ballot in person at the election meeting; or

(3) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or By-Laws; or

(4) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

(c) Voting by electronic or technical means:

The Association may, upon adoption of the appropriate rules by the Board, conduct elections by electronic or acceptable technological means. Members may not vote by proxy in these type of Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Member shall state that a Member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

3.4 **Annual Meetings:**

(a) If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then 20% of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

(b) The first annual meeting of the Voting Members shall be held on the second Thursday of September following the initial meeting of Voting Members held pursuant to Paragraph (a), above, and on the second Thursday of September of each succeeding year thereafter, at the hour of 7:30 P.M. or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members. Such annual meetings shall be held for the purpose of electing the number of directors of the Board which the Voting Members are entitled to elect, and for the transaction of such other business as may come before the meeting.

(c) If such day be a legal holiday, the meeting shall be held 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 Voting Members called as soon thereafter as conveniently may be.

(d) A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(e) Upon proof of purchase, the purchaser of a Unit from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, and shall have the right to vote for the members of the Board of the Association, and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights.

3.5 **Special Meetings**: Special meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of the Declaration require the approval of the Voting Members or for any other reasonable purpose. Said meeting may be called by President of the Association or by any two or more members of the Board, or upon written request of the Voting Members who have a right to vote not less than one-fourth (1/4) of all of the votes entitled to be cast by the Voting Members.

3.6 **Notice**: Notice of any meeting shall be given to the Voting Members by the Secretary of the Association. Notice may be given to the Voting Members either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation or by a prescribed delivery method. Each Voting Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least twenty-one (21) days in advance of the meeting and shall set forth in general the nature of the business to be transacted.

3.7 **Consent**: Any action required by this Declaration to be taken at a meeting of the Voting Members, or any other action which may be taken at a meeting of the Voting Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Voting Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Voting Members.

3.8 **Voting**: At all corporate meetings, each Voting Member may vote in person or by proxy.

3.9 **Proxy**: All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months.

3.10 **Quorum**: Unless a greater percentage is required under the Declaration or the Act, twenty percent (20%) of the Voting Members must be present at any meeting to constitute a quorum at such meeting. If a quorum is not present at any meeting of Voting Members, a majority of the Voting 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 Voting Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

3.11 **Place of Meeting:** The Board of Directors may designate any place of meeting within the Village of Woodridge for any annual meeting or for any special meeting called by the board of directors.

3.12 **Electronic and Technological Means:** (a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Act may be accomplished using the technology generally available at that time. This Section governs the use of technology in implementing the provisions of any community instrument or any provision of the Act concerning notices, signatures, votes, consents, or approvals.

(b) The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any community instrument or any provision of the Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability.

(c) A verifiable electronic signature satisfies any requirement for a signature under any community instrument or any provision of the Act.

(d) Voting on, consent to, and approval of any matter under any community instrument or any provision of the Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

(e) Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors.

(f) If any person does not provide written authorization to conduct business using electronic transmission or other equivalent technological means, the common interest community association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

(g) This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the common interest community association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Act.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Board of Directors:

(a) Subject to the terms of Section 4.1(d) hereinbelow, the Association shall be governed by its Board of Directors ("Board") comprised of seven (7) persons duly appointed or elected as provided herein, in the Declaration and in the articles of incorporation of the Association. The Board members elected by Voting Members shall be Members.

(b) The Board shall direct and administer the Common Area and the Dwelling Units in accordance with the terms and provisions of this Declaration. All matters requiring action by the Board shall be decided by majority vote.

(c) The number of directors of the Board shall be seven (7) persons, shall be elected by the Voting Members as more particularly provided in Sections 2.6 and 2.7 of the Declaration.

(d) Each director shall hold office without compensation for a one-year term and until his successor shall have been appointed or elected and have qualified.

(e) If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time, unless the Unit Owner owns another Unit independently.

4.2 Board Meetings: An annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the Voting Members. The Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common areas of the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. The attendance of a director of the Board at any meeting shall constitute a waiver of notice of such meeting, except where a director of the Board attends a meeting for the express purpose of objection 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 of such meeting, unless specifically required by law or by these By-Laws.

4.3 Special Meetings: Special meetings of the Board may be called by or at the

request of the President or by one-fourth (1/4) of the directors then serving. The person or persons authorized to call special meetings of the Board may fix the place within the Premises or the Village of Woodridge for holding any special meeting of the Board called by them.

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

4.5 **Attendance of Owners at Board Meetings:** Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to consider third party contracts or information regarding appointment, employment, or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Member's or Unit Owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

Any Owner may record the proceedings at meetings required to be open pursuant to this Section by tape, film or other means, provided that the board may prescribe reasonable rules and regulations to govern the right to make such recordings.

4.6 **Removal of Board Member:** Two-thirds of the membership may remove a Board member as a Director at a duly called special meeting.

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

4.8 **Quorum and Voting:** The attendance of a majority of Directors serving from time to time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Any action taken at any meeting at which less than a quorum is present shall be void and of no effect, unless later ratified by the Board at a meeting at which a quorum is present.

4.9 **Compensation:** Directors shall receive no compensation for their services. The Association may not enter into a contract with a current Board member, or with a corporation or partnership in which a Board member or a member of his or her immediate family has twenty-five (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board

member's spouse, parents, siblings, and children.

4.10 **Board Liability:** The directors, officers, shareholders, partners, employees or agents of either of them, the Board, Members of the Board, officers of the Association, and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), 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 which shall occur subsequent to the date of the recording of the Declaration, 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 any and all of the Protected Parties against all claims, suits, losses, damages, fees and amounts paid in reasonable settlement or compromise, and all costs, including attorneys' fees, incurred in connection therewith. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Dwelling Units in the Premises owned by each respective Owner bears to the total number of Dwelling Units in the Premises at the time the loss, cost, damage or expense is incurred. The Board shall assess each Owner for his share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article 6 hereof. To the extent possible the obligation of the Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

4.11 **Removal:** Any officer elected by the Board may be removed by a majority vote of the Board.

4.12 **Vacancies:** If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association requesting such a meeting.

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

4.14 **Nonprofit Purposes of Association:** Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members.

4.15 **Governing Law:** Except as otherwise provided in the Declaration, the Association, its Board, officers and Members shall be governed by the Illinois General Not-For-Profit Corporation Act.

ARTICLE 5

POWERS OF THE BOARD

5.1 **General Powers of the Board:** The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws or the Illinois General Not-For-Profit Corporations Act of the State of Illinois including, that without limitation, the following general powers and duties:

(a) To adopt rules and regulations governing the use, maintenance and administration of the Common Area and Community Facilities and for the health, comfort, safety and general welfare of persons using the Common Area and Community Facilities.

(b) To repair, maintain, improve and replace the Common Area and all facilities and improvements located thereon including without limitation all landscaping which is part of the Common Area, and to have such rights of ingress and egress over and upon the Premises as may be required to exercise such rights.

(c) To provide maintenance and services with respect to the Common Area, including: (i) maintenance, repair and replacement of all private roads and streets and private sidewalks adjacent thereto, detention ponds, recreational facilities, parking areas, trail areas, lighting fixtures, signage, street furniture, entrance monuments, perimeter fencing and other Community Facilities; (ii) snow removal from all parking areas, trail areas, private roads and streets and private sidewalks adjacent thereto; (iii) maintenance, repair, replacement, improvement and care of all trees, shrubs, grass and landscaped areas; and (iv) maintenance, repair, replacement and operation of those Utilities or portions thereof which are not maintained by the Village or by any public or quasi-public utility or authority.

(d) To repair, maintain and replace the exterior portions of the buildings containing the Dwelling Units, and all other areas which are part of the Dwelling Units, but which are located exterior to such buildings.

(e) At the Board's discretion, without obligation, to provide snow removal from public sidewalks adjacent to public roads, notwithstanding that such sidewalks are not part of Common Areas.

(f) To pay for, out of the assessment funds provided for in Article 6 hereof, all taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Area, subject to the provisions of Section 6.3 of the Declaration.

(g) To retain and compensate a firm to manage the Association and the Common Area or any separate portion thereof, and to provide the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by such manager.

(h) To provide any material, supplies, insurance, furniture, equipment, fixtures, labor, services, maintenance, repairs, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or the By-Laws, or which in its opinion shall be necessary or proper for the operation or protection of the Association and its Members or for the enforcement of this Declaration.

(i) To make the dedications and grant the utility easements described in Section 7.4 of the Declaration.

(j) To obtain such policy or policies of insurance as may be necessary, in the Board's opinion, to insure the Association against any liability in connection with the ownership and operation of the Common Area, including, without limitation, those policies described in Section 6.1 of the Declaration.

(k) To obtain and provide to all Owners, an annual financial statement for the Association (which financial statement may, at the Board's discretion, but without obligation, be audited) containing an itemized accounting of the Association's expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the imposition of assessments and showing the net excess or deficit of income over expenditures, plus reserves.

5.2 **Special Powers of the Board:** The Board shall have the following additional rights and powers, and shall pay the costs and expenses of exercising the same out of the assessment funds:

(a) To execute, on behalf of all Owners, all divisions of ownership for tax assessment purposes with regard to the Common Area or any portion thereof.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights or other reasonable form of security against delinquent Owners, if the Board sees fit.

(c) To enter into contracts; maintain one or more bank accounts granting authority as the Board shall desire to one or more persons (including the managing agent of the Common Area) to draw upon such accounts; invest surplus funds of the Association in U.S. Government securities or in passbook savings accounts insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation or other similar types of low-risk investments approved by the Board (e.g., money market accounts); and generally, to have all the powers necessary or incidental to

the operation and management of the Association.

(d) To protect or defend the Common Area from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(e) To adjust the amount of, collect and use any insurance proceeds to repair damage, or replace lost property.

(f) To transfer the Common Area to any title holding land trust in exchange for the entire beneficial interest therein, or to any corporation in which the Association is the sole shareholder.

(g) To enforce the provisions of this Declaration and rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules. The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Unit Owners for violations of the Declaration, By-Laws, and rules and regulations of the Association.

5.3 **Real Estate Taxes and Assessments:** The Association shall pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to the Common Area, if any.

5.4 **Information to be Made Available by the Board:** (1) The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Unit Owner, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

(iii) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.

(iv) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year.

(v) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(vi) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Unit Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

(2) Where a request for records under this subsection is made in writing to the board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the board.

(3) A reasonable fee may be charged by the board for the cost of retrieving and copying records properly requested.

(4) If the board fails to provide records properly requested under paragraph (1) of this subsection (i) within the time period provided in that paragraph (1), the member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the member prevails and the court finds that such failure is due to the acts or omissions of the board of managers or the board of Directors

ARTICLE 6

MAINTENANCE ASSESSMENTS

The assessments to be levied by the Board shall be pursuant to the terms and provisions of ARTICLE 4 of the Declaration.

ARTICLE 7

COMMITTEES

7.1 **Board Committees:** The Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees, each of which shall consist of one (1) or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have the power to make recommendations and give advice to the Board regarding various management policy decisions; however all final management decisions shall be exercised by the Board and the designation of such committees and the delegation thereto of authority to make recommendations and give advice shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him hereunder or otherwise by law.

7.2 **Special Committees:** Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the 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 Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the Board's judgment the best interests of the Association shall be served by such removal.

7.3 **Term**: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, or until such member shall cease to qualify as a member thereof.

7.4 **Chairman**: One (1) member of each committee shall be appointed chairman.

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

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

7.7 **Rules**: Each committee may adopt rules for its own government not inconsistent with these By-Laws or with the rules adopted by the Board.

ARTICLE 8

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of a majority of the votes cast by Voting Members voting at a meeting of the Voting Members and a copy thereof recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE 9

INTERPRETATION

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

ARTICLE 10

DEFINITION OF TERMS

The terms used in these By-Laws shall have the same definition as set forth in the Declaration to which these By-Laws are attached to the extent such terms are defined therein.