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**AMENDED AND RESTATED DECLARATION
OF COVENANTS FOR THE
WESTCHESTER CLUB HOMEOWNERS ASSOCIATION**

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AMENDED AND RESTATED DECLARATION OF COVENANTS
FOR THE WESTCHESTER CLUB HOMEOWNERS ASSOCIATION

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AMENDED AND RESTATED DECLARATION OF
COVENANTS FOR THE
WESTCHESTER CLUB HOMEOWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS is made and entered into this 29th day of October, 2002, by at least seventy-five percent (75%) of the Owners in accordance with Article XII, Section 12.03 of the Declaration for the Westchester Club Homeowners Association, registered with the Office of the Recorder of Deeds for Cook County, Illinois, as Document Number 88285339. This document does hereby supersede the initial declaration for the Westchester Club Homeowners Association and all subsequent amendments, and upon recording, shall operate as the Declaration of Covenants and By-Laws unless subsequently amended.

RECITALS:

WHEREAS, the initial developer, as Declarant, created the Westchester Club Homeowners Association and submitted its Initial subdivision to a certain Declaration of Party Wall Rights, Covenants, Conditions, Restrictions, and Easements, ("Original Declaration") registered in the office of the Recorder of Deeds for Cook County, as Document Number 88285339; and

WHEREAS, the Original Declaration was recorded as aforesaid and provided for the creation and governance of the Westchester Club Homeowners Association; and

WHEREAS, the Property is legally described in Exhibit "B" hereto and the development includes residential units; and

WHEREAS, in order to provide for the orderly and proper administration and maintenance of the Common Area and for the architectural control of the Dwelling Units, the Developer formed the Homeowners Association under the Illinois General Not-For-Profit Corporation Act. The Homeowners Association shall hold title to the Common Area, shall have the responsibility for administering and maintaining the Common Area, and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. Ownership of the Common Area by the Homeowners Association shall at all times be subject to this Declaration and all of the rights and easements provided for the Owners in this Declaration.

WHEREAS, each Owner of a Dwelling Unit shall be a member of the Homeowners Association. The Association shall be the primary collecting agent of all Charges due under this Declaration.

WHEREAS, pursuant to Article XII, Section 12.03 of the original Declaration, said instrument has been approved in writing evidencing the affirmative vote of at least seventy-five percent (75%) of the members of the Association.

WHEREAS, pursuant to Article XII, Section 12.03 of the original Declaration, approval has been obtained from eligible mortgagees representing fifty-one (51%) percent of the Lots and Townhouse Units, as evidenced by the attached certification.

NOW, THEREFORE, the Westchester Club Homeowners Association for the purposes set forth above, hereby declare that the original Declaration of Covenants is hereby amended by replacing said Declaration with the following Amended and Restated Declaration of Covenants.

IT IS HEREBY DECLARED AS FOLLOWS:

ARTICLE ONE DEFINITIONS

For purposes of brevity and clarity, certain words and terms used in the Declaration of Covenants are defined as follows:

1.01 ACTS. The Condominium Property Act of the State of Illinois and the Illinois General Not For Profit Corporation Act.

1.02 ASSOCIATION. Westchester Club Homeowners Association, a not-for-profit corporation, organized and operating pursuant to the laws of the State of Illinois.

1.03 BOARD. (Board of Directors) The duly elected Board of Directors of the Association, as constituted from the provisions of the By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

1.04 BY-LAWS. The By-Laws of the Association which are attached to this Amended and Restated Declaration as Exhibit C.

1.05 COMMON AREAS. All buildings have been platted and incorporated into the Westchester Club Homeowners Association in separate definable areas. Certain areas have been designated as common to all members and title to same shall be in the name of the Association. Each member of Westchester Club Homeowners Association shall have ingress and egress over, upon and across private roads on any part of all out-lots or Common Areas, with access to all dedicated public roads, as designated on the plats of subdivision.

1.06 COMMON PROPERTY AND FACILITIES. That part of the Development owned by the Westchester Club Homeowners Association, an Illinois not-for-profit corporation, and also designated as part of the common areas which will not be dedicated to public authorities.

1.07 DECLARATION. This instrument (also referred to as Amended and Restated Declaration).

1.08 **DEVELOPMENT.** A complex of residential dwelling structures situated in the City of Westchester, Cook County, Illinois, together with certain related common areas, constructed on the land and described on Exhibit "B" of the original Declaration of Covenants.

1.09 **DWELLING.** Any building or part thereof in the Development designed and intended for use and occupancy as a residence (including enclosure for passenger motor vehicles) by a single family.

1.10 **FAMILY (OR SINGLE FAMILY).** Not more than six (6) related, or unrelated individuals, at least one of whom is over the age of 18 years, who occupy a dwelling and whose activities and conduct solely constitute what is traditionally defined as dwelling purposes; any group comprised of more than six (6) people who intend to reside in any given unit may apply to the Association for a waiver of said Restriction.

1.11 **FEE OWNERSHIP.** Fee simple title to a Lot and a Single-Family Attached Dwelling situated thereon.

1.12 **LOT.** That part of the Development delineated by definable boundaries on the plat of subdivision for Westchester Club Homeowners improved with a residence and used for single family purposes or for common property and facilities.

1.13 **MEMBER.** Any owner or spouse that lives in the unit of a dwelling or dwelling unit shall be a member of Westchester Club Homeowners Association, an Illinois not-for-profit corporation.

1.14 **OCCUPANT.** A Person or Persons who occupy a Dwelling as an Owner or a family member.

1.15 **OWNER.** A record owner, the Person, Persons or legal entity whose estates or interests, individually or collectively, aggregate Fee Ownership or Unit Ownership, whether for one or more persons, including contract sellers, but excluding those having such interest mainly as security for performance of an obligation.

1.16 **PERSON.** A natural individual, corporation, partnership, trustee or other legal entity capable of Fee or Unit Ownership.

1.17 **PLAT.** The plat(s) of survey which set forth the measurements, elevations and locations of the property, lots, dwellings, common areas, common facilities, the perimeter boundaries and such other data delineating the property incorporated in the original Declaration and recorded as an exhibit and incorporated by reference herein.

1.18 **SERVICES.** Landscaping, snow removal, or other services to be furnished by the Association.

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1.19 TOWNHOUSE UNIT. A residential housing unit consisting of a group of rooms which may be attached to one or more other Townhouse Units by common party walls and which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined, as constructed by the Developer upon the Property.

1.20 VILLAGE (CITY) OF WESTCHESTER. The City of Westchester, Illinois, or any other political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the City of Westchester as of the date of the Recording of this Declaration.

ARTICLE TWO WESTCHESTER CLUB HOMEOWNERS ASSOCIATION

2.01 INCORPORATION OF ASSOCIATION. In order to carry out the intent and purposes hereof, a corporation known as Westchester Club Homeowners Association has been organized pursuant to the General Not-For-Profit Act of the State of Illinois, the provisions of this Declaration, its Articles of Incorporation and By-Laws.

2.02 ADMINISTRATION OF ASSOCIATION. The Association shall be administered by a duly elected Board of Directors, in accordance with the By-Laws and the Illinois General Not-For-Profit Corporation Act. The designation of officers, election procedures, powers of the Board, committee structure and other functions of a not-for-profit corporation are further set forth in the By-Laws.

2.03 LIABILITY OF AND INDEMNITY TO BOARD MEMBERS. The members of the Board and the officers thereof and the Association, shall not be liable to the Owners for any mistake of judgment, ordinary negligence, or for any acts, errors or omissions made in good faith as such Board member, officers, or acting as the Board or conducting the management duties thereof. The Board shall at all times attempt to exercise sound business judgment and act in the best interests of the Association. Board members shall disclose in writing any connections or financial interests they may have to parties whom the Board considers for or with whom the Board enters into contracts or other agreements.

The Owners shall indemnify and hold harmless each member and officer of the Board and the Association against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Owners or the Association, unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such Board members or officers shall have no personal liability with respect to any contract made by them on behalf of the Owners or the Association. Each agreement made by such Board members or officers, or by the managing agent on behalf of the Owners or the Association shall be executed by such Board members or officers, or the managing agent, as the case may be, as agents for the Owners or for the Board or the Association.

2.04 MEMBERSHIP.

(a) The Owners, collectively, of each Dwelling Unit shall be a member of the Homeowners Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of the change of Ownership of a Dwelling Unit within 10 days after such change.

(b) One Individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board, and if in the case of multiple individual Owners, no designation is given; then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

ARTICLE THREE SCOPE OF DECLARATIONS

3.01 PROPERTY SUBJECT TO DECLARATION. The Trustee, as the owner of fee simple title to the Premises, Recorded the Original Declaration, now superseded by this document, and subjected the Premises to the provisions of the Original Declaration.

3.02 CONVEYANCES SUBJECT TO DECLARATION. All covenants, conditions restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

ARTICLE FOUR EASEMENTS

4.01 GENERAL INGRESS AND EGRESS.

(a) An easement for ingress and egress to and from public roads is hereby declared upon, over and along the Common Property and Facilities for the benefit of the land comprising the Development, and all Owners, Tenants and Occupants in the Development, members of their immediate families, guests and other invitees.

(b) An easement for ingress and egress is declared upon, over and along the Common Area or to and from publicly dedicated roads for the benefit of all Owners, Tenants, Occupants and invitees served thereby. This easement which is for a roadway, curb or gutter may extend a distance of one (1) foot along the Lot lines adjacent to the Common Area used for ingress and egress.

(c) All easements and rights described herein are easements appurtenant running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Association, any Owner, Tenant, purchaser, mortgagee and other Persons having an interest in the entire Development, or any part or portion thereof.

4.02 BOUNDARY AND ENCROACHMENT EASEMENTS.

(a) To the extent necessary by reason of the act or deed, an easement is declared for the benefit of each Owner of a Dwelling Unit, any part of which, including walls, foundations, footings, patios, shrubs, trees, concrete or masonry decks, courtyards, chimneys, roofs, gutters, overhangs, sills and downspouts shall, intentionally or unintentionally, encroach over, across, upon or under an adjoining Lot, and each adjoining Lot, to the extent of such encroachment, intentional or unintentional, shall be subject to such easement.

(b) An easement is declared, and each Lot and Out Lot is hereby subject to, an easement for the encroachment, intentional and unintentional, in favor of all Owners within the Development for trees, shrubs, berms, landscaping, partially or entirely adjacent to a Lot within the Development, which may be situated on a Lot but extending over, across or upon an adjoining Lot.

(c) Such easements, as are declared in subparagraphs a. and b. above, may not be extended or enlarged by any act or deed of any Owner or Owners or the Association.

(d) The easements specified in a. and b. above shall, at all times herein, extend to and include all rights reasonably necessary for the repair, reconstruction, maintenance, removal, reinstallation, replanting or replacement of the same.

4.03 ACCESS TO LOTS AND COMMON PROPERTIES. The Board, or its agent, upon reasonable notice, or in the case of an emergency without notice, shall

have the right to enter onto a lot or any of the common properties when necessary, in exercise of its authority as set forth herein.

4.04 UTILITY EASEMENTS. Ameritech, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public utilities serving the Development are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Property and Facilities for the purpose of providing services to the Development or any other portion of the Development. Any cable television service may also have such right, subject to the discretion of the Board of Directors and in accordance with the ordinances of the City of Westchester.

4.05 SCOPE OF EASEMENTS. The easements over, upon, across, along and under the Common Property and Facilities established pursuant hereto shall be with respect to the entire Common Property and Facilities. In no event, however, shall the Board deny to any Owner, Occupant or Tenant access from a Townhouse Unit to a publicly dedicated road.

ARTICLE FIVE RIGHT TO USE AND TITLE TO COMMON PROPERTY AND RESIDENTIAL FACILITIES

5.01 USE OF COMMON PROPERTY AND RESIDENTIAL FACILITIES. Each Owner, Tenant and Occupant shall have the right to use and enjoy the Common Property in common with all other Owners, Tenants and Occupants. The rights herein granted shall extend to Owners, Tenants and Occupants, members of their immediate families, guests and other invitees. The use of the Common Property shall be subject to and governed by the provisions of this Declaration, the Association's Articles of Incorporation, its By-Laws and the rules and regulations promulgated from time to time by the Association's Board of Directors.

5.02 TITLE TO COMMON PROPERTY. The legal title to the Common Property has been conveyed to the Association by the developer and is free and clear of all liens and encumbrances.

5.03 MORTGAGES. Each Owner shall have, and is hereby granted, the right to place from time to time upon the Dwelling Unit owned by him and the Lot upon which the same is situated (where applicable) mortgages, instruments of indebtedness or other appropriate documents securing loans made to him or for his benefit, and such mortgagees or holders of other documents shall have the rights and privileges accruing to such Owner, but subject to the burden of all of the covenants, conditions and easements herein set forth.

For all purposes of this Declaration, the term "mortgage" shall mean and include mortgages, trust deeds, security interests, instruments of indebtedness and all other documents in the nature of mortgages.

ARTICLE SIX ASSESSMENTS; MAINTENANCE FUND

6.01 ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of such Common Area, and of the Townhouse Units situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and of the maintenance of the exteriors of the Townhouse Units (except as otherwise provided herein) as may from time to time be authorized by the Board, and other facilities and activities including, but not limited to, caring for the grounds, landscaping, equipment, storm water management system, street lighting, if any, subdivision signage at the entrance to the Property in accordance with applicable Village code, all sanitary and storm sewer and water lines which service individual Townhouse Units, structures and appurtenances (other than facilities and activities maintained by any governmental authority or utility company), and other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve fund for repair, maintenance, replacements, taxes, and other charges as specified herein. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners shall be paid for by the Association from the assessments levied hereunder. In the event any utilities which benefit the Common Area are directly charged to any Owner, the Association will reimburse such Owner for any such expense. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

6.02 PREPARATION OF ESTIMATED BUDGET.

(a) Each year, on or before the November Board meeting, the Board, or its duly authorized committee, shall submit a written estimate by category of the total amount necessary to establish the Maintenance Fund from which to pay all of the costs of any wages, materials, insurance, services, supplies and all other anticipated expenses, by category, which shall be required to operate the Association during the ensuing calendar year.

(b) The Board shall also set aside a reasonable amount in reserve for replacements, repair and restorations. In estimating operating expenses for the

ensuing year, the Board shall also estimate and assess such reasonable sums to cover any fluctuations in anticipated expenses.

(c) The Board shall build up and maintain a reasonable reserve fund for authorized capital expenditures, contingencies, replacements and deficits in the Association's operating account ("Extraordinary Expenditures") not originally included in the annual estimate. Extraordinary Expenditures which may become necessary during the year shall be charged against such reserve fund. If such reserve fund proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be divided pro rata among the remaining installments for such fiscal year or on such other basis as the Board may deem appropriate, and assessed equally among the Owners. In the event, however, that the Board determines that there exists a surplus in the reserve for Extraordinary Expenditures, the Board shall have the authority to transfer such funds into the operating account to fund any deficit in said account. The Board shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the adjusted monthly amount.

(d) Any amount accumulated in excess of the amount required for actual expenses and reserves shall be reallocated by the Board to reserves.

(e) Any contingencies or capital expenditures not contemplated in the operating budget or allocated to reserves may either (1) be reallocated from the reserve account if sufficient funds are available and/or (2) specially assessed to each Owner.

(f) Common assessments shall be levied on a "per capita" basis, each unit paying an equal amount.

6.03 COMMON ASSESSMENT. Each year on or before December 1, the Homeowners Association Board shall adopt and furnish each Owner with a budget for the ensuing calendar year which shall show the following with reasonable explanations and itemizations:

(a) The estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Capital Reserve;

(b) The estimated net available cash receipts from the operation and use of the Common Area, plus estimated excess funds, if any, from the current year's assessments;

(c) The amount of the "Common Assessment," which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above;

(d) The "Total Dwelling Unit Assessment Months," which is hereby defined as the sum of the number of monthly assessments which the Homeowners Association Board estimates shall be payable with respect to Dwelling Units during the ensuing year;

(e) That portion of the Common Assessment which shall be payable each month by the Owner of each Dwelling Unit which is subject to assessment hereunder, which shall be equal to the Common Assessment divided equally by the total number of units, divided by the Total Dwelling Unit Assessment Months.

6.04 ALLOCATION.

(a) In calculating the annual operating budget and reserve requirements, the Board shall review the specific estimated cash requirements for the Association.

(b) In addition, the Board of the Westchester Club Homeowners Association must also factor in the costs of maintenance for:

- (1) Common property and facilities.
- (2) Limited common property and facilities.
- (3) Special services.

(c) Non-Allocated Items. The costs of operation and maintenance of common property shall be calculated based on common usage of all members of the Association and assessed on a per unit basis to each member of the Association.

6.05 SEPARATE ASSESSMENTS.

(a) In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement (including those items of maintenance and repair set forth in Section 5.01 hereof) of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, if any.

(b) Any such separate assessments shall constitute a lien against the interest of the Owner or Owners separately assessed, which lien may be perfected and foreclosed.

6.06 **FAILURE TO PREPARE ANNUAL BUDGET.** The failure or delay of the Board to prepare or distribute the annual or adjusted estimate to the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the existing monthly rate established for the previous period until the Owner is sent notice of said new annual or adjusted estimate. Said Owner shall commence paying said new assessment as of the due date of the monthly assessment and immediately following the date such new annual or adjusted estimate shall have been mailed or delivered.

6.07 BOOKS AND RECORDS.

(a) The Board, or its managing agent, shall keep full and correct books of account, in chronological order, of all receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred.

(b) The books or records shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner.

(c) No records may be removed from the premises and the Association shall have the right to collect, in advance, all costs of copying.

(d) Upon ten (10) days' notice to the Board and payment of a reasonable fee established from time to time by the Board, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. In addition, any holder, insurer or guarantor of a first mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year for a reasonable fee established by the Board.

6.08 PAYMENT OF COMMON ASSESSMENT. On or before the first day of January of the ensuing year, and on or before the first day of each and every month thereafter until the effective date of the next annual or revised Common Assessment, each Owner of a Dwelling Unit which is subject to assessment shall pay to the Homeowners that portion of the Common Assessment which is payable by each Owner of a Dwelling Unit under Section 6.03(e).

6.09 REVISED ASSESSMENT. If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Homeowners Association Board may increase or decrease the assessment payable under Section 6.03(e) by giving

written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.10 CAPITAL RESERVES. The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Area (the "Capital Reserve"). The Association Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area and other property owned or maintained by the Association including the Dwelling Units and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Common Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the Common Assessment paid by such Owner.

6.11 APPLICATION OF ASSESSMENTS. Each month, each Owner shall pay as his monthly Common Assessment the amount determined under Section 6.03(e) above. Out of each such payment, the Association shall add that portion of the payment which is designated in the budget as a capital contribution under Section 6.10 to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Common Expenses.

6.12 REMEDIES FOR FAILURE TO PAY ASSESSMENTS. Any assessments which are not paid within ten (10) days of being due shall be considered delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, bring an action against the Owner personally obligated to pay the assessments and recover the same, including interest, court 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 any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, together with interest, late charges as determined by the Board, court costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's lot when payable and may be foreclosed by an action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action for possession in Forcible Entry and Detainer to collect any delinquent assessments.

6.13 ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES. The lien for assessments as herein provided, and any fees, fines, interest, late charges or penalties levied in connection with unpaid assessments, shall be subordinate to the lien of any first mortgage on any Unit, provided that such subordination shall apply only to assessments provided for herein which have become due and payable prior to the first day of the month after the date of any judicial foreclosure sale, delivery of a deed in lieu of foreclosure, entry of a judgment in a common law suit foreclosure or taking of

possession pursuant to Court order. Such suit for foreclosure and sale or transfer shall not relieve such property and the transferee from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.14 ASSOCIATION AUTHORITY TO BORROW. By a majority vote of the Board of Directors, the Board shall have the right to assign the Association's right to future income from common expenses or other sources, and mortgage, pledge or collateralize all or substantially all of the assets of the Association for the purpose of obtaining a loan to finance any repairs, replacement or maintenance programs.

6.15 LIMITS ON EXPENDITURES. The Board's powers as delineated in this Declaration and the By-laws shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to the Common Area (other than for purposes of replacing or restoring portions of the Common Area, subject to all of the provisions of the Declaration) or to those portions of the Townhouse Units as set forth in Sections 7.08 and 7.09 of this Declaration having a total cost in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the owners holding two-thirds (2/3) of the total votes.

ARTICLE SEVEN COMMON RESTRICTIONS, MAINTENANCE AND SERVICES PROVIDED BY ASSOCIATION

7.01 RESTRICTIONS RELATING TO LAND USE. Dwelling units shall be used exclusively for residential purposes. No dwelling shall be used to accommodate more than a single family at any time without the express written consent of the Association.

7.02 RESTRICTIONS RELATING TO COMMON PROPERTY AND FACILITIES. No improvements, structures, buildings or encroachments shall thereafter be placed upon the Common Property and Facilities, except if compatible to original installation and if authorized by the Board of Directors of the Association.

7.03 INGRESS/EGRESS. There shall be upon the Common Property at least such driveways, private streets and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Owners of the Residential Units and their guests and invitees, and such other private streets and paths, benches and spaces for the parking of motor vehicles as the Association shall from time to time determine and as shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

7.04 COMMON PROPERTY FENCES, LANDSCAPING, ETC. There may be upon the Common Property fences of such design and such trees, shrubs and other landscaping as the Association shall determine from time to time, and as shall be in

conformity with all applicable governmental laws, ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the Association shall determine. There may also be upon the Common Property such facilities for the housing of tools, vehicles and equipment, shelters for guards and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time. No other fences, landscaping or other exterior improvements shall be installed by any Owner without the expressed consent of the Board.

7.05 APPROVAL OF FENCES, PATIOS, DECKS, ETC. There shall be no fences, screened porches, patios, decks or similar improvements commenced, erected, or maintained upon any Lot, other than those constructed by the Developer, if any, without the prior written approval of the Association and the issuance of any appropriate permit from the Village and in any case, no such improvement shall encroach upon any portion of the Common Area, except as otherwise allowed hereunder.

7.06 BUSINESS OR COMMERCIAL ACTIVITIES. No Lot, Dwelling Unit, or Common Property and Facilities shall be used at any time for business or commercial activities; PROVIDED, HOWEVER, that the Association shall provide such services as are necessary and required pursuant to the provisions hereof and which are evidenced by this Declaration. All Dwelling Units shall be used for residential purposes; however, no Owner shall be precluded from:

- (a) maintaining a personal professional library;
- (b) keeping their personal business records or accounts therein; or
- (c) handling their personal business or professional calls or correspondence therefrom.

7.07 OCCUPANCY LIMITATION. No Dwelling Unit shall be used for living purposes by more persons than the same was designed to accommodate in accordance with all local codes and ordinances.

7.08 MAINTENANCE OF PROPERTY AND TOWNHOUSE UNITS

- (a) The Association shall determine the need for and may carry out or cause to be performed all maintenance and repair to the exteriors of the Townhouse Units including, without limitation, garage exteriors, roofs, siding and trim, gutters and downspouts, fences, if any, screened porches, patio areas, wooden decks, walkways and driveways located on or serving a Lot, made necessary and desirable in the sole discretion of the Association as a result of natural or ordinary wear and deterioration. The Association shall, in addition, determine the need for and shall carry out or cause to be performed all such maintenance and repair of all gas, telephone and electrical lines incorporated in

and forming a part of the Townhouse Units as originally constructed that service more than one Townhouse Unit, shall maintain and repair all water, storm sewer and sanitary lines which service only one Townhouse Unit and such maintenance and repair shall not include the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances, sump pumps, glass surfaces, windows and patio doors, front entry and garage doors, electrical fixtures, air conditioners and compressors, or any other portion of said unit which services only one Townhouse Unit or the interior of any Townhouse Unit or portion thereof. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Association shall, in addition, be responsible for the proper maintenance of all landscaping located on the Common Area including, but not limited to, mowing the grass areas and the proper maintenance of all access roads and streets including the snowplowing of all sidewalks and streets located within the Common Area and the storage of such snow on the Common Area. The obligations of the Association as contained in this Section 7.08 shall be limited, however, to the extent that there are funds available in the Association's account from the assessments collected pursuant to Article VI hereof. The Association shall have the right to assess each and every Owner for any costs incurred in connection with the maintenance and repair of the patio areas and/or wooden decks. The Association shall be responsible for the maintenance and repair of the underground sprinkling system located upon the Property.

(b) The Association shall pay, as agent and on behalf of the Owners and out of the funds furnished to it by them for such purpose, all tax and other governmental impositions levied upon the Common Area or any part thereof.

(c) Each Owner shall have the obligation to maintain in good condition and repair his glass surfaces, windows, front entry and garage doors, and electrical fixtures. Upon the failure of any Owner to maintain those areas that are not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter upon the Lot and into the Townhouse Unit thereon and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Lot in the same manner as provided in Article VI for nonpayment of maintenance assessments.

(d) The Association shall provide for the maintenance of the Lot planting which has been offered by the beneficiaries of the Declarant in the sale of the Lot. In the event the Owner installs his own planting within his Lot in accordance with the provisions as hereinafter set forth in Section 7.21 hereof, the Association shall have the right to assess each Owner for any additional cost in providing for the maintenance of such planting.

(e) The Association shall have the right to draw water from Individual Townhouse Units as required for the efficient performance of its duties hereunder. The Association shall pay for all such water bills incurred on the Property and each Owner shall be assessed for an equal share of said bills.

7.09 MAINTENANCE, REPAIRS AND REPLACEMENTS.

(a) Maintenance, repairs and replacements of the Common Area shall be furnished by the Association, and shall include, without limitation, the following:

(1) The maintenance (including street cleaning, waste and snow removal), repair and replacement of the streets, walks, paths, parking areas, access facilities, and of all other improvements on the Common Area; and

(2) Added Planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Common Area, including the underground sprinkling system.

The cost of the maintenance, repairs and replacement of the Common Area shall be Common Expenses. In the event that any of the improvements to the Common Area are damaged and such damage is covered by insurance covered by the Association under Section 10.02, then unless a resolution to the contrary is adopted by the affirmative vote of at least 75% of the Owners, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds shall be used first to pay the cost thereof, and any excess shall be used to pay the Common Expenses.

(b) Damage By Resident. If, due to the act of omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Dwelling Unit, damage shall be caused to the Common Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Homeowners Association Board.

(c) Alterations, Additions or Improvements. No alterations, additions or improvements shall be made to the Common Area without the prior approval of the Association Board.

(d) Maintenance, repair and replacements of the Dwelling Unit shall be the responsibility of the unit owner.

7.10 NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activities shall be carried on in any part of the Development nor shall anything be done

which is or may become a nuisance or cause a disturbance or annoyance to others. No activities may be carried out which might increase the liability of the Association or its rate of insurance.

7.11 NO HAZARDOUS ACTIVITIES. No activities shall be conducted on any part of the Development and no improvements constructed on any part of the Development which are or might be unsafe or hazardous to any person or property. No firearms shall be discharged upon any part of the Development.

7.12 ALTERATIONS AND RESTRICTIONS.

(a) No unsightliness shall be permitted on any part of the entire Development. Specific instances of unsightliness shall be further defined in the Association's Rules and Regulations.

(b) Without prior approval of the Board, no masts, antennas, dishes or other structures designed for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained upon the exterior of any Dwelling Unit after the effective date of this Amended and Restated Declaration. Satellite dishes of one (1) meter or less in diameter may only be installed on portions of property in which the person has a direct or indirect ownership interest and where the person has exclusive use or control. The Board maintains the right to adopt reasonable rules and regulations regarding the use and installation of satellite dishes in order to maintain the safety and aesthetic appearance of the Association.

(c) No animals may be kept or raised on the Property for commercial or breeding purposes. No more than two (2) pets, specifically, dogs, cats, birds and other customary domesticated pets shall be permitted in any Unit. The Board may from time to time adopt rules and regulations governing the conduct of any pets kept in the Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Unit upon three (3) days' written notice from the Board to the Owner of the Unit containing such pet, and the decision of the Board shall be final. The Association does not permit exotic or dangerous animals on the premises, including but not limited to, poisonous snakes, tarantulas, potbellied pigs and other species.

(d) No clothes, sheets, blankets or other household articles shall be hung out or exposed nor shall storage piles or materials be kept except within a Dwelling Unit.

(e) No lumber, grass, shrubbery, tree clippings, plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on the exterior of any property in the Development.

7.13 NO ANNOYING LIGHTS, SOUNDS OR ODORS. No lighting shall be maintained in or outside of any Dwelling Unit or from any Common Facility which is unreasonably bright or causes unreasonable glare. No sounds shall be emitted which are unreasonably loud and annoying, and no odor shall be emitted from any part of the Development Area which is noxious or offensive to others.

7.14 NO TEMPORARY STRUCTURES. No tent, shed, dog runs, or temporary building or improvement shall be placed upon any Common Area unless specifically approved by the Board, in writing, and the issuance of any appropriate permit from the Village.

7.15 RESTRICTION ON SIGNS. No signs or other advertising device shall be erected or maintained on any Lot or on or inside any Dwelling Unit or on any part of the Common Property and Facilities, except as are reasonably necessary to implement and facilitate the intended use and enjoyment of the Common Property and Facilities and Limited Common Property and Facilities by the Board. Notwithstanding anything contained herein to the contrary, the Board may allow the use of "For Sale" or "For Rent" signs on the property, within limitations as adopted by the Board from time to time. Signs of not more than five (5) square feet per Townhouse Unit may be displayed on the Property or on the Townhouse Unit.

7.16 RESTRICTION ON ALTERATIONS AND ADDITIONS. No architectural changes or additions may be made to any building exterior, nor shall there be any change in the color of the exterior of any Townhouse Unit from the color scheme selected by the Owner upon the initial conveyance of the Townhouse Unit without prior approval of the Board.

7.17 PARKING AREAS. Subject to applicable Village ordinances, parking areas and driveways shall be used for parking permitted, operable automobiles and private vans which can be stored in the garage with the door closed. Driveways and parking areas shall not be used for campers, recreational vehicles, trucks, buses, motorcycles, trailers, commercial vans, snowmobiles, boats or for any other purpose. The Board may authorize such vehicles parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Lot of the owner of the vehicle in the same manner as provided in Article VI hereof for nonpayment of maintenance assessments. Any parking areas located in the Common Area and not serving exclusively a Townhouse Unit shall be restricted to guest parking only or unit owner with the Board's approval.

7.18 PLANTING. No plants or seeds, trees, shrubberies or bushes shall be placed upon the Common Areas, and no plants, trees or shrubberies shall be removed from the Common Areas without the prior written approval of the Board, and subject to the Association rules and regulations governing landscaping.

7.19 SNOW REMOVAL. The Association shall provide snow removal service, including snow removal from the Common Property and Facilities, and all front walks.

entrance walks, parking areas and garage driveways and private streets on or adjacent to the Common Areas.

7.20 LANDSCAPING.

(a) The Association shall be responsible for maintaining all landscaping of Common Property and Facilities, and the cost of the same shall be allocated as is provided for other Common Property and Facilities.

(b) No landscaping changes or additions may be made to any area, common or deeded in fee simple, without the approval of the Association or its duly authorized committee and subject to terms and conditions as further set forth herein or in the Association's Rules and Regulations.

(c) The landscaping services provided by the Association shall, among other things, consist of cutting lawns, cultivation, trimming and feeding evergreens and shrubs; reseeding, fertilizing, weed control programs, spraying, feeding and trimming of trees to all landscaped areas not occupied by buildings. The Association shall not be responsible for any care of private flower gardens, all of which shall be maintained by each Owner or Occupant. The Association is not responsible for private flower gardens, maintenance of flower pots or plants, and trees, shrubs and flowers in enclosed patio areas.

7.21 ALTERATIONS OF EXTERIOR. No building, wall or other structure or landscaping shall be commenced, erected or maintained upon the Property except such as are installed or approved by the Declarant in connection with the initial construction of the Townhouse Units upon the Property, nor shall any exterior addition to or change or alteration or, in the event of a casualty loss, any restoration made to the exterior portion of any Townhouse Unit, therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, and the grading plan and landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee of three (3) or more persons appointed by the Board. In the event the Board, or its architectural committee, fails to approve or disapprove such design and location within forty (40) days after said plans and specifications have been submitted to it, or in the event no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Section 7.20(d) will be deemed to have been fully complied with. The Board or its architectural committee shall, in addition, have the right to approve the general contractor responsible for performing the work in connection with the restoration of the exterior portion of any Townhouse Unit in the same manner as approval of plans and specifications is obtained. Any work performed in accordance with this Section 7.21 shall not be undertaken without the issuance of any appropriate permit by the Village.

7.22 **RETENTION BASINS.** No Owner shall be allowed to utilize that portion of the Common Area upon which the retention basins are located. No fishing, boating, swimming or any other recreational use of the retention basins shall be allowed.

7.23 **TRASH.** All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Townhouse Units and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.

7.24 **PETS.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept on any Lot, provided, that they are not kept, bred, or maintained for any commercial purposes and are in compliance with all applicable rules and regulations promulgated by the Association.

ARTICLE EIGHT SALE, LEASING OR OTHER TRANSFER

8.01 SALE OR TRANSFER.

(a) Transfer to Immediate Family Members or Trust. Each Residential Owner shall have, and is hereby granted, the right to make transfers without valuable consideration of the Residential Unit owned by him, or of any interest therein, to and among members of his immediate family and to or among a trust or trusts for the benefit of himself or for the benefit of members of his immediate family, either during his lifetime or by will, free of restriction and without compliance with any of the terms or provisions of this Article. Any other transfer of any interest in any Residential Unit, whether by a Residential Owner or any of such family members or trusts, shall be subject to and shall be made only upon compliance with all of the terms and provisions of this Article.

(b) Sale or Other Transfer. Record title to any Residential Unit may be held from time to time in the name of one or more trustees acting under a trust agreement pursuant to which all powers of management, operation and control of the Property held by such trustees remains in the trust beneficiaries or their agents; and no such trustees shall ever be charged personally with any of the obligations of a Residential Owner hereunder; but all of the property held in any such trust, and all the beneficiaries of any such trust, shall be and remain personally liable for the performance thereof. Whenever record title to any interest in any Residential Unit is held by any such trustees a transfer of such record title from such trustees to a successor trustee or trustees under the same trust agreement may be made without compliance with the provisions of this Article Seven, but any transfer of any beneficial interest in any such trust shall be deemed to be a transfer of an interest in the Residential Unit held of record by such trust and shall be subject to all the terms, restrictions and provisions of this Article Seven.

8.02 LEASING. For the purpose of enhancing and perfecting the value, desirability and attractiveness of Dwellings and furthering the common interest of creating and maintaining a residential community of Dwellings occupied by their respective Owners and recognizing that primary occupancy by Owners promotes greater adherence to the restrictions, rules and regulations to which the Dwellings are subject and increases the cooperative spirit of the community, the following restriction on leasing, in addition to all other restrictions herein provided, is imposed on any Owner who wishes to lease his Ownership.

(a) No Dwelling Unit, or interest therein, shall be leased by an Owner, except that an Owner may lease his Dwelling Unit to blood relatives. For purposes of this section, "blood relatives" shall be defined as and limited to parents, children, grandparents, and siblings.

(b) Any Owner leasing his Unit as of the effective date of this Amended and Restated Declaration may continue to do so until the expiration of the current lease. Thereafter, the provision of Article VIII shall apply.

(c) If, based on the data supplied to the Board of Directors by the Owner, the Board finds that a reasonable attempt to sell the Unit has been made by the Owner, the Board may grant a one (1) year waiver of the provisions of this Article. Any lease entered into under this Article shall be in writing and for a period of not more than one (1) year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. In addition:

(1) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(2) 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.

(3) In the event an Owner has been granted hardship status, they must re-apply a minimum of ninety (90) days prior to the expiration of the original hardship period if they wish to request a one time, one year extension.

(4) No lease granted under a hardship clause can be transferred, assigned or subleased without the express written permission of the Board. Failure to obtain Board consent shall be grounds to immediately terminate hardship status upon ten (10) days notice.

(d) Any Unit being leased out in violation of this amended and restated Declaration or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(e) In addition to the authority to levy fines against the Owner for violation of this section or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under the Illinois Code of Civil Procedure, ILCS Art. IX, Sec. 5/9 and 5/10, et seq., formerly known as Ch. 110, para. 9-122 Ill. Rev'd. Stat., an action for injunctive and other equitable relief, or an action at law for damages.

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

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

(h) Any unit leased in accordance with this Declaration shall be in accordance with the Rules and Regulations of the Association.

ARTICLE NINE PARTY WALLS

(a) All dividing walls which straddle the boundary line between Lots and which stand partly upon one Lot and partly upon another, and all walls which serve two or more Townhouse Units, shall at all times be considered party walls, and each of the Owners of Lots upon 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 Townhouse 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.

(b) No Owner of any Lot nor any successor in interest to any such Owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

(c) In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owner of any Lot upon which such party wall may rest shall have the obligation to repair or rebuild such wall

and the Owner of each Lot upon which such wall shall rest, be served or benefitted by shall pay his aliquot portion of 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 conform in all respects to the laws or ordinances regulating the construction of building 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.

(d) The foregoing provision of this Article, notwithstanding, the Owner of any Lot, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Owner, or other interested party, to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's or other person's successors in title.

(e) The title of each Owner to the portion of each party wall within such Townhouse Unit is subject to a cross easement in favor of the adjoining Owner for joint use of said wall.

ARTICLE TEN MAINTENANCE AND REPAIR OF PROPERTY AND FACILITIES

10.01 ARCHITECTURAL CONTROL

(a) The provisions of Article 7, Section 7.16 provide that there will be no changes or additions made to any Dwelling Unit or the Lot without the approval of the Board. Accordingly, no building, fence, wall or other structure shall be commenced, directed or maintained on the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications, disclosing the nature, kind, shape, height, materials, colors and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by the Association's architectural committee. If any changes or addition to any building or Lot commenced without first having submitted plans and specifications for approval, the Board of Directors shall maintain a right of entry, without notice, and may remove said changes or additions and restore the property at Owner's expense.

(b) All property owners contemplating building a fence, wall, etc. or undertaking landscaping must submit plans to the Architectural Review Committee (ARC). Refusal of approval of plans and specifications by the Architectural Review Committee may be based on any grounds, including purely

aesthetic. Prior to submission of plans, property owners should review the Covenants to ensure that their proposal is consistent with the character of the community.

(c) It is the responsibility of the ARC to review plans and make a recommendation to the Board of Directors. Ultimate approval or disapproval is the sole authority of the Board of Directors.

(d) In the event a property owner's request is rejected, the property owner may resubmit plans, including changes, modifications or additional improvements in accordance with the conditions set forth in the notice of rejection.

10.02 INSURANCE.

(a) Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including the Common Property, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article 9 hereof or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

(b) Insufficient Insurance.

(1) If the insurance proceeds and the Capital Reserve are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one-hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(2) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Voting Members at a meeting called for the purpose, the Building or other portion of the Property shall be

reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(3) In the case of damage or other destruction, upon the unanimous affirmative vote of the Voting Members at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property, shall be allocated to each Unit Owner on an equitable basis. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

(c) Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property, shall be allocated to each Unit Owner on an equitable basis. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners on an equitable basis, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

(d) Repair, Restoration or Reconstruction of the Improvements. As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Property having the same vertical and horizontal boundaries as before, unless, other action is approved by First Mortgagees of Unit Ownerships, whose Unit Owners constitute a Majority of the Unit Owners. Any repair, restoration or reconstruction shall be in accordance with law and this Declaration.

reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(3) In the case of damage or other destruction, upon the unanimous affirmative vote of the Voting Members at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property, shall be allocated to each Unit Owner on an equitable basis. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

(c) Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property, shall be allocated to each Unit Owner on an equitable basis. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners on an equitable basis, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

(d) Repair, Restoration or Reconstruction of the Improvements. As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Property having the same vertical and horizontal boundaries as before, unless, other action is approved by First Mortgagees of Unit Ownerships, whose Unit Owners constitute a Majority of the Unit Owners. Any repair, restoration or reconstruction shall be in accordance with law and this Declaration.

(e) By a petition approved by a majority of all Owners that Association can convert from individually purchased property, casualty and liability insurance policies to a "master" policy for all Dwelling Units.

ARTICLE ELEVEN AMENDMENTS

11.01 POWER TO AMEND. Any provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, approved by Owners having at least seventy-five percent (75%) of the total vote of the entire Association. The change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds, in Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of Section 18.5 of the Illinois Condominium Property Act and the provisions of the Illinois General Not For Profit Corporation Act.

11.02 ADDITIONAL POWERS. The Association shall have, and is hereby granted, the power to adopt, amend, modify, otherwise alter and enforce additional rules and regulations including either or all of the Common Property and Facilities and the Dwelling Units, by action recommended by its Board of Directors; and that such action shall not cause the land, or any part thereof, to be in non-compliance with any zoning ordinance or other applicable government law or regulation.

11.03 EVIDENCE OF EXERCISE OF ADDITIONAL POWERS. Any additional rules or regulations adopted by the Association pursuant to the authority granted to it in Section 10.01 hereof and any amendment or modification of any such additional rules or regulations shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument.

11.04 COPIES OF EVIDENCE OF EXERCISE OF AMENDMENT OR ADDITIONAL POWERS. Whenever the Association shall cause any instrument to be placed of record in order to render effective any action taken pursuant to Sections 10.01 or 10.02 hereof, it shall be the duty of the Association to transmit a full, true and complete copy of such instrument to each then Dwelling Owner promptly; PROVIDED, HOWEVER, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

ARTICLE TWELVE GENERAL PROVISIONS

12.01 EMINENT DOMAIN. If the effect of a taking through condemnation of any part of the land by any governmental authority having power so to do shall be to segregate any part of the land from the remainder thereof so that such segregated part of the land shall no longer be considered a part of the scheme of development, and the same shall be deemed to have been removed and released from the terms and provisions of this Declaration, then this Declaration shall be of no further force and effect with respect thereto.

12.02 NOTICES. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who appears as a member or Owner on the records of the Association at the time of such mailing.

12.03 ENFORCEMENT. Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages against any person personally liable pursuant to the provisions hereof or to enforce a lien against the Fee Ownership or Ownership of any Owner or to deny the use of the Common Property and Facilities or pursuant to the Illinois Code of Civil Procedures governing Forcible Entry and Detainer. The failure by the Board or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The remedies given by the provisions hereof or by the By-Laws of the Association may be exercised cumulatively or independently. Any Owner and/or Tenant found to be in violation of any of these covenants shall be liable for all of the Association costs incurred for enforcement, including attorneys' fees.

12.04 SEVERABILITY. Invalidation of any one or more of these covenants or restrictions, by judgment or Court Order, shall not affect any other provisions hereof which shall remain in full force and effect.

12.05 AUTHORITY OF THE BOARD. This Declaration is executed by the Board of Directors of Westchester Club Homeowners Association, in the exercise of the power and authority conferred upon and vested in it by the original Declaration of Easements and the Declaration of Covenants, and the Board of Directors represents that it possesses full power and authority to execute this instrument.

12.06 MORTGAGEES' RIGHTS; ALIENATION OF COMMON AREA. After Common Area has been conveyed to the Homeowners Association, no part thereof may thereafter be abandoned, partitioned, subdivided, sold, alienated, released, transferred, hypothecated or otherwise encumbered without the approval of the Owners of 75% of the Dwelling Units and such Owners' respective Mortgagees, if any.

12.07 NOTICE TO MORTGAGEES. Upon the specific, written request of a Mortgagee to the Homeowners Association Board, the Mortgagee shall receive some or all of the following:

- (a) Copies of the budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Homeowners Association to the Owner of the Dwelling Unit covered by the Mortgagee's mortgage;
- (b) Any audited or unaudited financial statements of the Homeowners Association which are prepared for the Homeowners Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners;
- (d) Notices of the decision of the Owners to release any part or all of the Premises from the provisions of this Declaration;
- (e) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Homeowners Association;
- (f) Notice of the decision of the Homeowners Association to terminate professional management and assume self-management of the Common Area;
- (g) Notice of any substantial damage to any part of the Common Area;
- (h) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;
- (i) Notice of any default by the Owner of the Dwelling Unit which is subject to the Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Homeowners Association which is not cured within 30 days of the date of the default;
- (j) The right to examine the books and records of the Homeowners Association at any reasonable times.

The request of a Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Homeowners Association. Failure of the Homeowners Association to provide any of the foregoing to a Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing.

EXHIBIT A**LEGAL DESCRIPTION**

The following described Lots in Westchester Club, being a Subdivision in part of Section 30, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Home Owner's Declaration recorded as Document Number 88285339

LOT NUMBER	PIN NUMBER	COMMONLY KNOWN AS
1	15-30-202-001	11338 West Alexandria Lane
2	15-30-202-002	11334 West Alexandria Lane
3	15-30-202-003	11330 West Alexandria Lane
4	15-30-202-004	11326 West Alexandria Lane
5	15-30-202-005	11322 West Alexandria Lane
6	15-30-202-006	11318 West Alexandria Lane
7	15-30-202-007	2538 South Monticello Place
8	15-30-202-008	2534 South Monticello Place
9	15-30-202-009	2530 South Monticello Place
10	15-30-202-010	2526 South Monticello Place
11	15-30-202-011	2522 South Monticello Place
12	15-30-202-012	11315 West Monticello Place
13	15-30-202-013	11319 West Monticello Place
14	15-30-202-014	11323 West Monticello Place
15	15-30-202-015	11327 West Monticello Place
16	15-30-202-016	11331 West Monticello Place
17	15-30-202-017	11335 West Monticello Place
18	15-30-202-018	11339 West Monticello Place
19	15-30-202-019	11343 West Monticello Place
20	15-30-202-020	11347 West Monticello Place
21	15-30-202-021	11344 West Monticello Place
22	15-30-202-022	11340 West Monticello Place
23	15-30-202-023	11336 West Monticello Place
24	15-30-202-024	11332 West Monticello Place
25	15-30-202-025	11328 West Monticello Place
26	15-30-202-026	11324 West Monticello Place
27	15-30-202-027	11320 West Monticello Place
28	15-30-202-028	11316 West Monticello Place
29	15-30-202-029	11312 West Monticello Place
30	15-30-202-030	11308 West Monticello Place
31	15-30-202-031	11304 West Monticello Place
32	15-30-202-032	11300 West Monticello Place
33	15-30-202-033	2517 South Monticello Place

LOT NUMBER	PIN NUMBER	COMMONLY KNOWN AS
34	15-30-202-034	2521 South Monticello Place
35	15-30-202-035	2525 South Monticello Place
36	15-30-202-036	2529 South Monticello Place
37	15-30-202-037	11310 West Alexandria Lane
38	15-30-202-038	11306 West Alexandria Lane
39	15-30-202-039	11256 West Alexandria Lane
40	15-30-202-040	11252 West Alexandria Lane
41	15-30-202-041	2534 Chesapeake Place
42	15-30-202-042	2530 Chesapeake Place
43	15-30-202-043	2526 Chesapeake Place
44	15-30-202-044	11235 Chesapeake Place
45	15-30-202-045	11239 Chesapeake Place
46	15-30-202-046	11243 Chesapeake Place

EXHIBIT B**Amended and Restated By-Laws of
THE WESTCHESTER CLUB HOMEOWNERS ASSOCIATION
an Illinois not-for-profit Corporation****ARTICLE I
NAME OF CORPORATION**

The name of this corporation is The Westchester Club Homeowners Association ("Association").

**ARTICLE II
PURPOSE AND POWERS**

2.01 PURPOSES. The purposes of this Association are to act on behalf of its members collectively, as their governing body with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. All terms used herein shall have the meanings set forth in the Declaration of Covenants for the Westchester Club Homeowners Association ("Declaration").

2.02 POWERS. The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, certain portions of the Illinois Condominium Property Act (hereinafter referred to as the "Acts"), the Declaration and these By-Laws.

2.03 PERSONAL APPLICATION. All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Dwelling Unit or the act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

2.04 INCORPORATION OF PROVISIONS OF THE ACTS. These By-Laws shall be deemed to incorporate and include any provisions which are specifically required by the Acts from time to time to be included in the By-Laws including, without limitation, those provisions required in Section 18.5 of the Illinois Condominium Property Act.

ARTICLE III OFFICES

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

3.02 PRINCIPAL OFFICE. The Association's principal office shall be maintained on the Development Area or at the office of the managing agent engaged by the Association.

ARTICLE IV MEETINGS OF MEMBERS

4.01 VOTING RIGHTS. The Association shall have one class of membership. There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Dwelling Unit is one individual then such individual shall be the Voting Member. If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have one vote for each Dwelling Unit which he represents. When thirty percent (30%) or fewer of the Dwelling Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified herein or in the Declaration shall require the specified percentage by number of Dwelling Units rather than by Undivided Interests that would otherwise be applicable. Only members in good standing shall be permitted to vote or run for or serve on the Board. "Good standing" shall be defined as having paid all assessments, costs and fees owed to the Association up to and through the last day of the preceding month.

4.02 PLACE OF MEETING; QUORUM. Meetings of the Owners shall be held on the Property or at such other place in the County in which the Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding a majority of the votes, represented in person or by a signed and dated proxy, shall

constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Acts, the Declaration or these By-Laws. The affirmative vote of seventy-five percent (75%) of the votes entitled to be cast shall be required for the following action:

- (a) merger or consolidation of the Association; and
- (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association.

The affirmative vote of seventy-five percent (75%) of the votes entitled to be cast shall be required for the purchase or sale of land or of Dwelling Units on behalf of all Owners.

4.03 ANNUAL MEETINGS. There shall be an annual meeting of the Owners each year on such day and at such time as designated by the Board of Directors.

4.04 SPECIAL MEETINGS. Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least fifty percent (50%) of the votes.

4.05 NOTICE OF MEMBERSHIP MEETINGS. Written notice of any membership meeting shall be mailed or personally delivered and posted conspicuously on the Property, giving owners not less than five (5) nor more than sixty (60) days notice of the time, place, and purpose of the meeting.

ARTICLE V BOARD OF DIRECTORS

5.01 IN GENERAL. The affairs of the Association and the direction and administration of the Property shall be vested in the Board, which shall consist of five (5) persons ("Directors"). The Board shall have all of the powers granted to it under the Acts, the Declaration, and these By-Laws.

5.02 ELECTION.

(a) In all elections for members of the Board, the Voting Member for each Dwelling Unit shall be entitled to the number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such Voting Member is entitled (cumulative voting shall not be permitted). The candidates

receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

(b) Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. Pursuant to the original Declaration, the terms of the Directors shall be staggered such that three (3) Directors shall be up for election in one (1) year and two (2) Directors shall be up for election the following year. Directors shall serve a two (2) year term.

(c) A Director may succeed himself in office.

5.03 ANNUAL MEETINGS. The Board shall hold a meeting within ten (10) days after the Association annual meeting for the purpose of electing officers and such other purposes as the Board deems appropriate.

5.04 REGULAR MEETINGS. Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors; provided, that, not less than four such meetings shall be held during each fiscal year.

5.05 SPECIAL MEETINGS. Special meetings of the Board may be called by the President or by at least a majority of the Directors then serving. Notice of such meeting shall be delivered to each Board member at least forty-eight (48) hours prior to the meeting.

5.06 NOTICE OF REGULAR BOARD MEETINGS. Notice of each meeting of the Board, with the meeting agenda, shall be mailed or personally delivered to each Director at least ten (10) days prior to the meeting. Notice of each meeting of the Board shall also be conspicuously posted on the Dwelling Property at least forty-eight (48) hours prior to the meeting.

5.07 OPEN MEETINGS. Each meeting of the Board, to the extent required by law, shall be open to any Owner. A notice giving the dates and times of all meetings is prepared annually and shall be posted conspicuously upon the property at least forty-eight (48) hours prior to the meeting. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

5.08 QUORUM. A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.09 VACANCIES IN BOARD. Vacancies of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction

of the Members having two-thirds (2/3rds) of the total votes. However, any Director may be reimbursed for reasonable expenses incurred in the performance of his duties.

5.10. COMPENSATION/REIMBURSEMENT FOR EXPENSES. No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.11 REMOVAL OR RESIGNATION OF DIRECTOR. Any Director may be removed from office, with or without cause, by the affirmative vote of two-thirds (2/3rds) of the Voting Members, at any special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. Any Director may be removed by action of the remaining Directors if a Director misses three (3) consecutive meetings without good cause shown. If a Director ceases to be an owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who is removed may be elected by the Members at the same meeting or at any subsequent meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.12 POWERS AND DUTIES OF THE BOARD. The Board shall have all of the powers and duties granted to it or imposed upon it by the Acts, the Declaration, and these By-Laws, including, without limitation, the following powers and duties:

(a) Subject to the provisions of the Declaration, to engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;

(b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;

(c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Areas for which the Association is responsible under the Declaration and these By-Laws;

(d) To estimate and provide each Owner with an annual budget as provided for in the Declaration;

(e) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

- (f) To pay the Common Expenses;
- (g) To adopt rules and regulations as provided in the Declaration;
- (h) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;
- (i) To own, convey, encumber, lease, or otherwise deal with Townhome Units or other real property conveyed to or purchased by the Association; and
- (j) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

ARTICLE VI
OFFICERS

6.01 OFFICERS. The officers of the Association shall be a President, a Secretary and a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Secretary and Treasurer shall be Directors. The Board may appoint a Recording Secretary for purposes of taking minutes of the Board and Homeowners' meetings, who need not be either a director or owner.

6.02 VACANCY OF OFFICE. Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by two-thirds (2/3) of the Board at any meeting thereof.

6.03 POWERS OF OFFICERS. The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Acts, the Declaration and these By-Laws;

(b) The Secretary, or the Association's managing agent, shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the corporate seal of the Association and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for

giving and receiving all notices to be given to or by the Association under the Acts, the Declaration or these By-Laws;

(c) The Treasurer, or the Association's managing agent, shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

6.04 OFFICERS' COMPENSATION. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII COMMITTEES DESIGNATED BY BOARD

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

7.02 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 Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

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

7.04 CHAIRMAN. One member of each committee shall be appointed chairman.

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

7.06 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.

7.07 RULES. Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 EXECUTION OF INSTRUMENTS. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President and attested to by the Secretary of the Association.

8.02 PAYMENTS. All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by any two of the following: President, Treasurer, Managing Agent.

8.03 BANK ACCOUNTS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

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

ARTICLE IX FISCAL MANAGEMENT

9.01 FISCAL YEAR. The fiscal year of the Association shall be January 1 through December 31 of each year and may be changed from time to time as the Board deems advisable.

10/10/07 09:00:00 07/24/2005 10:06 P.45

9.02 ANNUAL STATEMENT. Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the Common Expenses were incurred or paid for capital expenditures or repairs or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

9.03 ASSESSMENT PROCEDURE. Annual assessments and special assessments shall be made and collected as provided in the Declaration, and said provisions of the Declaration are incorporated herein by reference.

ARTICLE X **BOOKS AND RECORDS**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

ARTICLE XI **SEAL**

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE XII **AMENDMENTS**

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Acts. No amendment to these By-Laws shall become effective until Recorded.

October 8, 2002

WESTCHESTER CLUB HOMEOWNERS ASSOCIATION AMENDMENT VOTE TALLY

UNIT #	NAME	ADDRESS	Yes Vote	No vote
46-11200C	Hanson, Merie & Mary	11200 Chesapeake Place	X	
46-11203C	Dayton, Donald & Gretchen	11203 Chesapeake Place	X	
46-11204C	Damico, Patricia	11204 Chesapeake Place	X	
46-11207C	Galabrese, Geraldine	11207 Chesapeake Place	X	
46-11208C	Kieffer, Meghan	11208 Chesapeake Place	X	
46-11211C	Josephs, Daniel & Judith	11211 Chesapeake Place	X	
46-11212C	Kelly, Michael & Gail	11212 Chesapeake Place	X	
46-11215C	Carter, Robert	11215 Chesapeake Place	X	
46-11216C	Beczkiwicz, Jim	11216 Chesapeake Place	X	
46-11219C	Elliott, William & Sharon	11219 Chesapeake Place	X	
46-11220C	Steinbach, Henrietta	11220 Chesapeake Place	X	
46-11223C	Bernham, Patricia	11223 Chesapeake Place	X	
46-11224C	Elliott, W. & J.	11224 Chesapeake Place	X	
46-11227C	Hybl, Florence & Geraldine	11227 Chesapeake Place	X	
46-11228C	McEhran, Daniel	11228 Chesapeake Place	X	
46-11231C	Rubas, Vytautas & Ilona	11231 Chesapeake Place	X	
46-11232C	Manning, Robert	11232 Chesapeake Place	X	
46-11235C	Bonfiglio, Dominick	11235 Chesapeake Place	X	
46-11236C	Bender, Elita	11236 Chesapeake Place	X	
46-11239C	Gene & Edda Northacker	11239 Chesapeake Place	X	
46-11240C	Smith, James & Susan	11240 Chesapeake Place	X	
46-11243C	Petrokey, Gerald	11243 Chesapeake Place	X	
46-11244C	Stastny, Roy & Lorraine	11244 Chesapeake Place	X	
46-11252A	Dzlok, Fred & Jolanta	11252 Alexandria Lane	X	
46-11256A	Marsh, Diane	11256 Alexandria Lane	X	
46-11300M	Cox, Collette	11300 Monticello Place	X	
46-11304M	Peer, Roger & Carla	11304 Monticello Place	X	
46-11306A	Fiore, Robert & Spigl, Mickl	11306 Alexandria Lane	X	
46-11308M	Leahy, John	11308 Monticello Place	X	
11310A	Sobczak, Ann	11310 Alexandria Lane	X	
11312M	McGuire, Francis	11312 Monticello Place	X	
46-11315M	Dvorak, John & Sandra	11315 Monticello Place	X	
46-11316M	Behrouz, Parvash	11316 Monticello Place	X	
46-11318A	White, James & Darlene	11318 Alexandria Lane	X	
46-11319M	Farwell, Cyril	11319 Monticello Place	X	
46-11320M	Higgie, John & Ruth Ann	11320 Monticello Place	X	
46-11322A	Schweig, Richard & Bernadine	11322 Alexandria Lane	X	
46-11323M	Laplana, Anthony & Stella	11323 Monticello Place	X	
46-11324M	Studinski, Erven & Pierina	11324 Monticello Place	X	
46-11326A	Baldacci, Caesar & Judy	11326 Alexandria Lane	X	
46-11327M	Fomaclart, Ron	11327 Monticello Place	X	
46-11328M	Levin, Alan & Judy	11328 Monticello Place	X	
46-11330A	Lowney, Richard & Marilyn	11330 Alexandria Lane	X	
46-11331M	Argo, John & Rose	11331 Monticello Place	X	X
46-11332M	Parente, Anthony & Sandra	11332 Monticello Place	X	
46-11334A	Patton, Stanley & Florence	11334 Alexandria Lane	X	
46-11335M	Gaglione, Nicholas & Teresa	11335 Monticello Place	X	
46-11336M	Greaves, Herbert	11336 Monticello Place	X	
46-11338A	Kayton, Lawrence	11338 Alexandria Lane	X	
46-11339M	Morrone, Alex & Betty	11339 Monticello Place	X	
46-11340M	Schoenfeld, Rick	11340 Monticello Place	X	
46-11343M	Mays, Thomas	11343 Monticello Place	X	
46-11344M	Tanner, Austin	11344 Monticello Place	X	
46-11347M	Blancofiori, Anthony	11347 Monticello Place	X	
46-2517M	Anos, George & Nicoletta	2517 Monticello Place	X	X
46-2521C	Moore, Ruth	2521 Chesapeake Place	X	
46-2521M	Kubik, Jack & Barbara	2521 Monticello Place	X	
46-2522M	Comforte, William	2522 Monticello Place	X	
46-2525C	Foster, Karen	2525 Chesapeake Place	X	
46-2525M	Cramenti, Anthony & Ann Joyce	2525 Monticello Place	X	
46-2526C	Odle, James/Mayerhofer, Sandra	2526 Chesapeake Place	X	
2526M	Erickaon, Tary	2526 Monticello Place	X	
46-2529C	Souza, John & Dorothy	2529 Chesapeake Place	X	
46-2529M	Starmann, Richard	2529 Monticello Place	X	
46-2530C	Vosicky, John	2530 Chesapeake Place	X	
46-2530M	Durkin, Thomas	2530 Monticello Place	X	

WESTCHESTER CLUB HOMEOWNERS ASSOCIATION AMENDMENT VOTE TALLY

October 8, 2002

2533C	O'Connell, Linus	2533 Chesapeake Place		
2534C	Michael & Lora Inman	2534 Chesapeake Place	X	
46-2534M	Hipp, Larry & Julia	2534 Monticello Place	X	
46-2537C	Chrobak, Renata	2537 Chesapeake Place		
46-2538M	Pakulski, Edward	2538 Monticello Place		X

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