

WELCOME TO ACACIA

We believe that you will find our combination of award-winning townhomes, open spaces and family-oriented recreational facilities provides a unique lifestyle.

As a Planned Unit Development (PUD), Acacia combines the advantages of commonly-owned grounds and facilities with private ownership of townhomes. As a homeowner you are automatically a member of The Acacia Association and entitled to the use of its grounds and recreational facilities. However, coupled with the ease and convenience of townhome living come certain responsibilities to your neighbors and the Association. These are outlined in the Protective Covenants, By-Laws and regulations published in this booklet. It is important that you understand them as they govern our community.

The recreational facilities, extensive common-ground areas and the exterior of your townhome are maintained through the annual assessment, paid monthly and applied equally to all owners. The assessment amount is set annually by the Board of Directors and is limited by the Protective Covenants to not exceed a 6% annual increase.

The Acacia Association is unique in many ways:

- A. We are governed by a Board of Directors composed entirely of elected homeowners who volunteer their time. We do not hire a management firm.
- B. We operate our own townhome and common area maintenance programs which keep costs under control.
- C. We own and maintain our own equipment, where practical, to perform necessary maintenance services.
- D. As a result of our self-administered programs we have been able to maintain an enviably low assessment structure relative to comparable townhome associations in the Chicago area.

We encourage you to enjoy your recreational facilities and participate in your Association activities. Only through participation in both areas can you fully appreciate the advantages of Acacia living.

Regular Board meetings are held on the second Tuesday of each month at 7:00 pm and are open to all members. The Annual Association Meeting, including election of new directors, is held on the fourth Tuesday of February and is open to owners only.

IMPORTANT PHONE NUMBERS

(All numbers are 708 area code.)

ACACIA ASSOCIATION

111 Cascade Drive, Indian Head Park, IL 60525

Office: 246-2400 Operations: 784-9295

FAX: 246-3495

PLEASANTVIEW FIRE DEPARTMENT

1970 W. Plainfield Road, La Grange Highlands, IL

Emergency: 911

Non-emergency: 352-9229

INDIAN HEAD PARK POLICE

201 Acacia Drive, Indian Head Park, IL 60525

Emergency: 911

Non-emergency: 246-4534

INDIAN HEAD PARK OFFICES

201 Acacia Drive, Indian Head Park, IL 60525

Village Clerk: 246-3080

Public Works: 246-1233

NICOR 1-888-642-6748

COMMONWEALTH EDISON 1-800-334-7661

ADVENTIST LAGRANGE MEMORIAL HOSPITAL

5101 Willow Springs Road, La Grange, IL 60525

245-9000

SCHOOLS

Grades K through 8

Highlands Elementary School (District 106) 579-6886
5850 Laurel Avenue, La Grange Highlands, IL 60525

Highlands Middle School (District 106) 579-6890
1850 W. Plainfield Road, La Grange Highlands, IL 60525

Saint John of the Cross (Catholic K-8) 352-4454
708 51st Place, Western Springs, IL 60558

Saint Cletus (Catholic K-8) 352-4820
700 55th Street, La Grange, IL 60525

High Schools

Lyons Township High School (District 204)

LTHS South Campus – Freshman/Sophomore 579-6500
4900 S. Willow Springs Road, La Grange, IL 60525

North Campus – Junior/Senior 579-6300
100 S. Brainard, La Grange, IL 60525

Nazareth Academy (Catholic Co-ed) 354-0061
1209 W. Ogden, La Grange Park, IL 60525

Saint Joseph (Catholic Co-ed) 562-4433
1840 Mayfair Avenue, Westchester, IL

MISCELLANEOUS

Aging Care Connection 354-1323
111 W. Harris, La Grange, IL 60525

West Suburban Senior Services 547-5600
712 East Elm, La Grange, IL 60525

GENERAL INFORMATION

ACACIA CLUBHOUSE/OFFICE HOURS

Monday thru Friday: 8:00 am to 4:30 pm (closed 12 to 1:00 pm)

Web site: acacia-ihp.org E-mail: acaciaihp@sbcglobal.net

Your address should be shown as Indian Head Park, IL 60525

PACE bus provides service from Acacia to Western Springs Metra station during morning and evening rush hours. Schedules are available at the train station.

You are in Congressional District 3, Senate/Representative District 25/48, and Judicial District 4. You vote for all elections at the Acacia Clubhouse.

Indian Head Park vehicle stickers are required annually and are purchased at the Village Hall at 201 Acacia Drive.

The Indian Head Park Village Hall is open Monday, Tuesday, Wednesday and Friday from 9:00 am to 4:00 pm, Thursday 9:00 am to 7:00 pm.

No parking is allowed on the streets of Indian Head Park (including Acacia) between the hours of 2:00 am and 6:00 am. Overnight parking is permitted in Acacia cul-de-sac parking spaces or the Clubhouse parking lot.

No parking is allowed on Village streets when there is a snow accumulation of 2 inches or more. Restrictions remain in effect until all roads are cleared.

Commercial vehicles owned by residents must be kept in their garage. Parking them on your driveway or cul-de-sac, except during normal business hours, is a violation of both Indian Head Park law and Acacia rules.

Residents may temporarily use the Clubhouse parking lot provided the vehicle is operable and moved on a regular basis.

Our Protective Covenants do not permit outside parking or storing of motor vehicles (other than private passenger types), boats, boat trailers, house trailers, trailers, campers, commercial trucks or equipment, recreational vehicles or any similar items. Inoperable passenger motor vehicles must be parked in garages.

Trash and recycle pick-up is every Tuesday (days may change due to holidays and notice will be posted. When holidays fall on Monday, garbage pick-up is Wednesday). Trash must be securely tied in black bags and recyclables in blue bags supplied by Groot (708-485-0900), placed on the curb no earlier than morning of pick up. One large item will be picked up at no charge to the resident. If more than one item the resident is responsible for calling the company and making arrangements for pick up. ***Garbage placed outside on non-garbage days, overnight or in non-black bags is subject to a fine.***

Dogs and cats must be licensed, leashed and excrement picked up by owner. This is a Village ordinance as well as an Acacia rule and violations are subject to a fine.

As an animal control measure residents, whether owners or lessees, cannot place food on any outside area, including both their property and the common areas. If so done after one initial warning a fine of \$100 per occurrence will be assessed. We do not capture wild animals or remove dead animals.

HOW YOUR ASSESSMENT WORKS FOR YOU

The Association is a non-profit corporation owned by each townhome owner in Acacia. The Acacia Association owns and maintains the common grounds, Clubhouse and recreational facilities, and is responsible for exterior maintenance of your townhome. Such maintenance includes lawn care, driveway snow removal, trash and recyclables pick-up, exterior painting, driveway maintenance and other maintenance as required of the common areas.

Your assessment pays for all the normal maintenance, operating and general administrative costs of the Association. The Board of

Directors prepares an operating budget each year and distributes it to owners prior to the Annual Meeting. Assessments are due and payable to The Acacia Association on the first of every month. Assessments are the responsibility of the owner. To protect the interests of all owners and the Association, the By-Laws and Protective Covenants provide that failure to pay assessments on time may result in late fees and interest charges along with the suspension of member privileges and services.

All streets in Acacia are public and therefore plowed and maintained by the Village of Indian Head Park. Cul-de-sac parking areas are owned and maintained by the Association.

MAJOR ACACIA REGULATIONS

Outside antennas (except a single satellite dish not to exceed 36" in diameter), clotheslines, window-mounted air conditioners, outside storage of trash containers, or other such items are prohibited, as are outdoor signs except under special circumstances as ruled by the Board of Directors.

The Architectural & Landscape Control Committee must approve all exterior changes to your townhome or lot.

No outside structures allowed overnight on driveways or common ground (i.e. basketball hoops/large toys).

No motorized toys or cars are allowed on any grass areas.

Temporary deck gazebos may be erected May 1 and must be completely removed, including all framing, by November 1.

Driveway reflectors will be allowed from December 1 to April 1 to mark driveway for snow plows.

Dumpster may not be used for residents personal garbage. It is for use by maintenance and landscape crews working for Acacia.

The Association does not insure your townhome. Owners must purchase an individual homeowners insurance policy on their townhome (*not a condominium or renters policy*).

MAINTENANCE THE ASSOCIATION WILL PERFORM

1. Trees and shrubs on homeowner's property that can be safely maintained by our personnel.
2. Minor repair of roof shingles or flashing on roof, not replacement.
3. Painting and repair of exterior walls, including privacy walls.
4. Painting and cosmetic repair of original wooden garage doors (not prefinished steel doors).
5. Painting and repair of gutters and downspouts.
6. Repair and replacement of exterior chimney structures.
7. Repair or replace (caps) top of parapet wall on units.
8. Removal of snow from driveways and parking areas. See Snow Removal Guidelines.
9. Maintenance of driveways, including replacement at the discretion of the Board.
10. Driveway sealcoating on a schedule determined by the Board.
11. Maintenance of outside sump pump lines starting at 5 feet from living unit.
12. Maintenance of original yard lights and posts.
13. Repair of balconies (other than the support structure).
14. Repair outside window frames.

MAINTENANCE THE ASSOCIATION *WILL NOT* PERFORM

1. Repair and maintenance of front and rear stoops.
2. Repair and maintenance of outside electrical fixtures other than yard lights referred to in #12 above.
3. Repair and maintenance of patios, decks or other homeowner installed improvements (with the exception of gutters).
4. Spraying of wasps, bees, hornets nests or any other insects.
5. Repair and maintenance of sewer and water lines.
6. Repair and maintenance of glass surfaces.
7. Repair and maintenance of walks, including weed spraying.
8. Repair and maintenance of feed lines to gas and electric lights.
9. Replacement of roofs, balconies or garage doors.
10. Painting or repair of front doors.
11. Repair or replacement of metal chimney caps and roof vents.
12. Repair of foundations.
13. Replacement of gutters and downspouts.

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

The Architectural and Landscape Control Committee, as set up in the Protective Covenants, provides control of aesthetics in our community of 387 homes and assists the Board in enforcing the Protective Covenants as they apply to home improvements and changes.

Acacia is a Planned Unit Development, or PUD, operating under a set of Protective Covenants and By-Laws developed for the common good. Thus homeowners are under certain restrictions as to what exterior structural and landscaping additions and/or changes they can make to their townhomes. The A&LCC is the first line of review for any homeowner-proposed changes or additions.

No patio, deck, exterior modification or repair, or major landscaping work can be started until this Committee has given approval. Approval forms are available in the Association office and on our web site. As approval may take up to 40 days be sure to submit your plans far enough in advance of your planned start date. A security deposit of \$250 is required of all such work, to be returned upon approved completion. For decks and patios a copy of your plat of survey is also required and you should consult the Village of Indian Head Park concerning a building permit.

Failure to submit a form will result in a \$100 fine. Any exterior modifications or additions made without approval are subject to being returned to the original condition at the owner's expense, as provided for in the Protective Covenants.

Rural-type mailboxes are not permitted in Acacia. The mail boxes must be fastened to the home or a mail slot cut into the garage.

GUIDELINES

Decks

1. Length and width of deck cannot exceed shortest privacy fence.
2. Deck rail height:
 - a) If the deck or patio is less than 12" high from ground no railing is required, but it may have a railing not to exceed 36".

- b) If the deck is higher than 2 feet off the ground the rail must be 42" high.
 - c) All balusters on the rail cannot be more than 6" apart. Balusters must provide 50% openness unless special permission is granted.
3. All new decks must be a minimum of 6" away from any privacy fence, which may not be used to support a deck. A movable section of decking may be installed up to, but not attached to, the privacy fence.
 4. 42" footings required.
 5. Decks must be stained within one year of completion. Preferred deck stain is Oxford Brown or comparable color of *semi-transparent brown oil stain*. If preferred, floor and treadle may remain natural wood color.
 6. Plans must first be presented to the Acacia A&LCC for approval, then processed to the Village for required building permit.
 7. Temporary summer season screened structures may be erected on a deck between May 1 and November 1.

Patios

1. Cannot go past the shortest privacy wall.
2. All patios must be at least 6" from any privacy wall.
3. Base should be cement or brick.
4. Planting beyond owner's property line must have A&LCC approval.

Gutters, Front Doors, Storm Doors

1. Gutters must be baked enamel, brown, beige or white, depending upon where gutters and downspouts are attached.
2. Front storm and combination storm/screen doors must be brown, almond or white finish and of approved full view design.
3. Approved front door colors are brown, beige, white, dark red, dark green. Color chart is available at the Acacia office.

Roofs

1. Approved roof shingle samples for color and style are available in the Acacia office and must be different from your neighbors' colors.
2. *New Roof Construction Guidelines* are provided on the A&L Roof request form and should be read by your contractor.

Plantings

1. All major plantings, whether on private or common ground, must be approved by the A&LCC. Major plantings include trees, bushes and plants with vines. Any decorative plantings on common ground, including annuals and perennial flowers and plants, must be approved by the A&LCC.
2. Decorative plantings on private ground do not require prior approval. Private ground includes flower boxes attached to the townhome, the area between the townhome and the lamppost and the area between the townhome and the shortest privacy wall. ***No planting can cover any portion of the light fixture on top of the lamppost.***
3. Vegetable gardens may be planted without prior approval but only at the rear of the townhome within the area not extending beyond the shortest privacy wall, or on the deck or patio. ***No vegetable gardens are allowed on common ground.***
4. Any installation of extraneous material requires specific approval by the A&LCC. Materials deemed inappropriate by the A&LCC will have to be removed. These may include, but are not limited to, flamingos, bird baths, in-ground flag poles, and toys that are permanently installed
5. Owner-planted shrubs and plantings that are not maintained will be removed by the Association and you will be charged for removal labor.

Holiday Decorations

Holiday decorations may be placed on townhomes or surrounding private ground no earlier than 30 days prior to the holiday, except Christmas decorations may be placed the day after Thanksgiving. Holiday decorations must be completely removed no later than 7 days after the holiday, except Christmas decorations which may remain in place until February 1.

Signs and Banners

Signs and banners are not allowed on common ground unless approved by the A&LCC.

Advertising or "For Sale" signs are not allowed.

Political signs are allowed one week before an election and must be removed the day following the election.

A grade or high school sports activity sign is allowed for that season only and must be placed near the front door.

Only professionally made signs and banners are allowed.
No hand made signs or banners may be displayed.

ARCHITECTURAL & LANDSCAPE CONTROL COMMITTEE APPROVAL REQUEST FORMS

- * Request to Replace Roof, Gutters, Downspouts (1)
- * Request to Replace Windows/Screens and/or Sliding Doors (2)
- * Request to Replace Front Entrance Door and/or Storm Door
- * Request for a Deck Project
- * Request for a Balcony Project (3)
- * Request for Landscaping Installation (4)
- * Request for Patio Installation
- * Request to Install Satellite Dish (1)
- * Request to Install a Sky-Light (1)
- * Request for Miscellaneous Projects
- * Request to Place Rental Equipment & Use Common Areas
- * Request for Replacement of Garage Door
- * Request to Paint Front Door

NOTES:

(1) Approvals require both A&LCC and Townhome Maintenance Department concurrence.

(2) Permanent removal of sliding doors on Dearborn and Burnham upper floor balconies requires removing associated balconies.

(3) Permanent removal of upper floor Dearborn and Burnham balconies requires the replacement of associated sliding doors with windows.

(4) Approvals require both A&LCC and Grounds Maintenance Department concurrence.

CLUBHOUSE RULES

Children under 12 years of age are not allowed in the Clubhouse, unless accompanied by a resident adult (18 or older), except for a specific reason; e.g. to use a washroom.

Children under 18 years of age are not allowed to have guests in the Clubhouse unless accompanied by a resident adult.

No pets are allowed in the playground, tennis and basketball courts or pool area at any time.

During regular Clubhouse hours, the selection and sound level of the stereo equipment may be adjusted by the Clubhouse attendant as deemed appropriate.

Residents and their guests must wear reasonable attire, including cover-ups over swimsuits, when visiting the Clubhouse. Wet bathing suits are not permitted in the Clubhouse, except the All-Seasons Room.

The Clubhouse Attendant, at their discretion, may direct a resident or guest to leave the premises due to improper conduct or behavior. Revocation of privileges for a prolonged period can be instituted in accordance with the Protective Covenants.

In order to maintain our Clubhouse in good order, all homeowners are expected to clean up after using any facility within or outside the Clubhouse. This means emptying ashtrays, disposing of cups, bottles, papers, etc. and returning furniture to its original position.

CLUBHOUSE AND POOL RENTAL INFORMATION

The entire Clubhouse is available for rental. The patio area of the Clubhouse is available to the Lessee only after regular members' pool hours (8 pm). Clubhouse occupancy is limited to 112, based on the fire code.

The swimming pool is available to be separately rented for parties after 8 pm. One Acacia lifeguard must be hired for every 25 swimmers. The Pool Director will arrange for the lifeguard for a minimum of 3 hours. Payment will be included in the rental fees.

Damage to the Clubhouse may result in loss of future rental privileges as well as loss of deposit. All rules applicable to residents during normal Clubhouse hours will apply during rental functions. Please refer to Clubhouse and Swimming Pool Rules on the rental agreement. The Clubhouse and parking lot must be vacated no later than 1 am. Exception: Association parties.

RENTAL FEES

Consult specific rental agreement forms available in the Acacia Association office.

SWIMMING POOL HOURS AND RULES

The Acacia pool opens Memorial Day weekend and closes Labor Day weekend. Hours are Monday through Friday 11 am to 8 pm, Saturday, Sunday and Holidays 10 am to 8 pm. Weather permitting and no scheduled pool parties, the pool may stay open later in the evening at the discretion of the Pool Director.

IN CONJUNCTION WITH ILLINOIS PUBLIC HEALTH RULES THE ACACIA ASSOCIATION HAS IMPLEMENTED THE FOLLOWING:

1. Designated eating/snacking areas are at the tables in the corner inside the pool area and the patio adjacent to the pool. **No glass is permitted anywhere in the fenced pool/patio area.**
2. Shoes worn to the pool must be removed at the entrance to the pool and placed on the designated shelves in the shoe corral. Pool shoes may be brought in and put on. These shoes must be worn ONLY within the pool area.
3. All residents (including children) must have a photo ID as determined by the Pool Director. Any child under the age of 11 must be accompanied by a member of that family or that family's representative at least age 14 or older.
4. Residents entering the pool area must have their photo ID available for attendants to see. This provides consistency for all and assures that non-residents are not utilizing our private facility.
5. When bringing a guest(s) you must provide a guest pool pass for each guest. A color-coded wristband will be issued. Resident must remain with the guest(s). No more than 5 guests will be allowed before 4 pm. Additional guest passes may be purchased in the Acacia office or from the Pool Director or Manager.
6. No pets are allowed in the pool area or pool patio area.
7. Deck chairs cannot be reserved. If you leave the area you must give up your chair. Lounge chairs are not permitted in the baby pool area.
8. Only children 4 years and younger are allowed to swim in the baby pool. All children who are not toilet trained must wear tightly fitting swim diapers and/or rubber or plastic pants. Children must have a responsible adult present in this area at all times.

9. At the discretion of the Life Guard, an adult swim may be called. Adults are those age 18 or older. Children are not permitted to sit on the stairs or ladders that would hinder access to the pool.
10. Flotation devices/pool toys which obstruct the view of the Life Guard are not permitted. This restriction will be determined by the Life Guard in attendance. River rafts are not permitted nor are pool toys less than 2" in diameter (can clog the filters).
11. The pool is closed when the outside temperature is 65 degrees or below.
12. Swimmers can swim while it is raining. However, in the event of thunder or lightning you will be asked to leave the pool immediately. The pool will remain closed for at least 15 minutes after the last lightning or thunder is detected.
13. Smoking is only permitted on the east side of the pool.

QUESTIONS REGARDING THE INTERPRETATION OF POOL RULES SHOULD BE DIRECTED TO THE POOL DIRECTOR OR POOL MANAGER.

PLAYGROUND

Pets are NOT allowed in the playground area.
The playground closes at dusk.

TENNIS/BASKETBALL COURT RULES

1. The use of the courts is limited to Acacia residents and their guests. Courts are open from April 15 to October 15.
2. Gate keys for the tennis and basketball courts are available at the Clubhouse or may be rented for a \$10 deposit. Keys must be returned to the Acacia office each year when the courts close.
3. Tennis and basketball courts available on a first-come basis. If residents are waiting players must relinquish the court after one hour of play.
4. Tennis/basketball shoes are required. No other type of shoe is acceptable.
5. No food is allowed in the court area. Water in unbreakable containers is allowed.
6. Court lights will be turned on and off automatically.
7. ***Please lock court gate upon entry and departure.*** If using Clubhouse gate key, please return key to Clubhouse.

SNOW REMOVAL GUIDELINES

It is important that all residents be aware of our snow removal procedure to prevent misunderstandings. Your cooperation is necessary to efficiently remove snow.

1. By Village ordinance parking on the streets is prohibited after 2 inches of snowfall until the snow removal has been completed. All vehicles illegally parked will be towed at owners' expense.
2. Parking is permitted on the private parking areas in the cul-de-sacs. No parking is permitted in those areas at the end of Buttonwood, Nacona and Pembrook, as that is where the snow must be pushed.
3. The Village procedure has been as follows:
 - * **Open the main arteries (Cascade and Acacia Drives).**
 - * **Open the cul-de-sacs.**
 - * **Clean the main arteries curb to curb.**
 - * **Clean cul-de-sacs curb to curb.**
4. The following procedure will be followed by our contractor in plowing the driveways and parking areas when the designated Acacia Association official calls out our snow removal service. Acacia currently calls out the service after an average of 3" of snow has fallen, depending on conditions and forecasts:
 - (a) ***If there is a car parked in a driveway it will not be plowed; we will not return to plow at a later time.***
 - (b) The Clubhouse parking lot will be cleared first to provide parking space for cars while driveways are being cleared. Residents are requested to fill in the north side of the lot first.
 - (c) Driveways are cleared on a rotating route plan. The route plans are available on the Association web site. On the days that we are plowing the plan being used plus the starting time are posted on the web site (acacia-ihp.org).
 - (d) After all driveways are cleared the parking areas in the cul-de-sacs will be plowed. Please move your car at this time so it will not be plowed in. To provide more efficient and equitable service to all residents, there is no special plowing list. If residents want their driveways cleared before the snowplow reaches their area (according to the rotation plan), they should make arrangements with an outside contractor.

DECLARATION OF PROTECTIVE COVENANTS
(Incorporates all recorded amendments as of January 2013)

ARTICLE I
DEFINITIONS

a) "Association" shall mean and refer to The Acacia Association, an Illinois not-for-profit corporation and its successors and assigns.

b) "Amended Declaration" shall mean this instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. This Amended Declaration may be referred to herein or in any other documents as the "ACACIA ASSOCIATION DECLARATION OF PROTECTIVE COVENANTS" or as the "PROTECTIVE COVENANTS".

c) "The Properties" shall mean and refer to Acacia Units 1, 2, 3, 4, 5 and 6 and Lot 3 in Acacia Commons as shown on the recorded plats of subdivision and as legally described in Exhibit A, or any other lands so shown on future subdivision plats of lands which have been subjected to the terms and provisions of this Amended Declaration, including all existing structures and existing Common Properties, as well as any planned structures which have been approved by the Association.

d) "Common Properties" shall mean and refer to those areas of land (except "Lots" as hereinafter defined) so designated upon the recorded subdivision plats of the Properties or any other areas of land so designated on future plats of subdivisions on lands made subject to this Amended Declaration, and intended to be devoted to the common use and enjoyment of all the Members (as defined below) of the Association and such other persons as are hereinafter more specifically described.

e) "Lot" shall mean and refer to any plot of land so shown and designated upon the recorded subdivision plats of the Properties or any plot of land so shown on future subdivision plats of lands which have been subjected to the terms and provisions of this Amended Declaration. Exempt properties as defined in Article V Section 10, are specifically excluded. Each Lot shall be designated upon any plat of the subdivision by reference to the Unit number, Area number and Lot number, as example, Unit 1, Area 2, Lot 1. The Lot number designating the smallest parcel so described, the Area number designating the next larger parcel in which the Lot is situated and the Unit number is designating the next larger parcel in which such Area is situated.

f) "Living Unit" shall mean and refer to a building situated upon a Lot which is designed and intended for use and occupancy by a single family.

g) "Owner" shall mean and refer to the person, persons, beneficiary of a land trust or entities whose estates or interests

individually or collectively aggregate fee simple absolute title to a Lot. Such term shall not include a mortgagee unless and until such mortgagee has acquired title by foreclosure or any proceeding in lieu of foreclosure.

h) "Member" shall mean and refer to the residing family unit whether that family unit is Owner, tenant or contract purchaser.

ARTICLE II MERGER

Upon a merger or consolidation of the Association with another association as provided in the Association's Articles of Incorporation, the Association's rights and obligations shall by operation of law, or otherwise, be transferred to another surviving or consolidated association or, alternately, the properties, rights and obligations of another association shall, by operation of law, or otherwise, be added to the Properties, right and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Amended Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Amended Declaration within the properties except as hereinafter provided. Merger or consolidation shall require the consent of two-thirds (2/3rds) of the Owners.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership Requirements

Each Owner residing in a Living Unit is a Member of the Association. Upon the termination of the interest of the Owner, his membership rights in the Association shall thereupon terminate, and shall transfer and inure to the new Owner succeeding him.

By two-thirds (2/3rds) approval of all the Owners, additional Living Units may receive rights in the Association contingent upon application for membership rights in the Association.

Section 2 - Voting Rights

There will be only one class of voting rights and this class will include all Owners of existing Living Units and such future Owners who may obtain ownership rights in the Association. Each Living Unit shall have one vote and this vote may not be subdivided in the event of multiple ownership.

Section 3 - Assignment of Membership Rights

All membership rights of an Owner with the exception of voting rights will have been deemed to be assigned to a tenant or contract purchaser upon occupancy of the Living Unit in question by said tenant or contract purchaser. The Owner shall not be relieved or released from any obligations under this Amended Declaration by assignment of his membership rights to a tenant or contract purchaser.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1 - Members' Rights of Enjoyment

Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Properties in common with all other Members and such rights and easements shall be appurtenant to and pass with the title to every Lot. Such rights and easements shall inure to the benefit of the Member and guests.

Section 2 - Title to Common Properties

Title to the Common Properties shall be held by the Association or by a trustee under an Illinois land trust for the benefit of the Association.

Section 3 - Extent of Members' Easements

Title to the Common Properties shall be held by the Association or by a trustee. The rights and easements of enjoyment created hereby shall be subject to the following:

- a) The right of the Association to suspend the enjoyment of rights of any Member for 1) any period during which any assessment due remains unpaid for more than 60 days from due date; 2) any period not to exceed 60 days for any infraction of the Amended Declaration, the Association's By-Laws, or the published rules and regulations of the Association;
- b) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties with the exception of normal use of the recreational facilities by a Member. Fees may be charged for the exclusive use of any portion of the Common Properties by any Member. Usage rights for the recreational facilities may not be conveyed by the Association to non-members;
- c) The right of the Association to dedicate or transfer all or part of the Common Properties to any such public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof shall be effective unless 1) an instrument signed by the Owners entitled to cast two-thirds (2/3) of the votes of the ownership has been recorded,

and 2) written notice of the proposed agreement and action there under is sent to every Owner at least (30) days in advance of any action taken: and

- d) The right of a Member to the exclusive use of a driveway if any located immediately adjacent and leading to the Lot occupied by such Member, and
- e) The right of the Association to adopt reasonable by-laws, rules and regulations with respect to the use and enjoyment of the Common Properties including, but not limited to, the right of the Association to assign a parking space or spaces on a fair and uniform basis [provided that such assignment does not conflict with the rights referred to in the foregoing subparagraph (d)], for the exclusive use of an Owner or Member and the right to impose reasonable limitations on the use of the Common Properties by guests of Members.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligations of Assessments

The Owner of each Lot, whether or not it shall be so expressed in the deed to the Owner or in any other conveyance, shall be deemed to covenant and agree to pay to the Association an annual assessment, such assessment being fixed, established and collected from time to time as hereinafter provided. The annual assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which or with respect to which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due.

Section 2 - Purpose of Assessment

The annual assessment levied by the Association shall be used exclusively 1) for the purpose of promoting the recreation, health, safety and welfare of the Members; 2) for the improvement and maintenance of the Common Properties; 3) for services and facilities devoted to the aforesaid purposes and related to the use and enjoyment of the Common Properties; and 4) for specific exterior maintenance of the Living Units as specified in Article IX hereof.

The Association's responsibility for the Common Properties includes, but is not limited to, the following:

The payment of taxes and insurance thereon; the repair, replacement, maintenance and operation thereof; additions thereto; and the cost of labor, equipment, material, management and supervision thereof.

Section 3 - Basis and Maximum of Annual Assessments

The maximum annual assessment for each Lot may be fixed at an amount not to exceed six (6%) percent above the maximum annual assessment for the previous year.

The maximum annual assessment (6%) may only be increased or decreased without limitation, or a special assessment of any amount may be levied at any time, by a vote of two-thirds (2/3) of the Owners, who may vote by absentee ballot or in person at a meeting called for this purpose or at an annual meeting provided 30 days written notice of the proposed vote is given to each Owner along with the notice of the annual meeting.

Section 4 - Capital Improvements of the Common Properties

The Association may use monies from the annual assessment, as specified in Section 2 of this Article, for the purpose of defraying in whole or in part the cost of any reconstruction, repair, or replacement of any capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; and for additional equipment needed to maintain existing services to the Members; even though these expenditures may be considered capital expenditures for tax or accounting purposes. It is the intention of this paragraph to authorize the Association to use the funds described herein for the sole purposes of reconstructing, maintaining, repairing and replacing existing capital improvements, fixtures and related facilities. This Section 4 shall not apply to any construction of capital improvements not in existence, the subject of which is more specifically described in Section 5 - Special Assessment.

Section 5 - Special Assessment

The Association may also use funds obtained through a special assessment for the purpose of defraying in whole or in part any cost described in the preceding Section 4. The amount of such special assessment over any two year period may not exceed \$10,000.00 per year without the approval of two-thirds (2/3) of the Owners, who may vote by absentee ballot or in person at a meeting called to vote on such an assessment. Special assessments for capital improvements shall become due on a date thirty (30) days following such a levy by the Association or such a vote by the Owners. Funds may be expended for capital improvements not related to existing services only by the approval of two-thirds (2/3) of the Owners, who may vote by absentee ballot or in person at a meeting called to vote on such expenditure.

Section 6 - Uniform Rate of Assessment

The assessment must be fixed at a uniform rate for all Lots.

Section 7 - Date of Commencement of Annual Assessments and Due Dates

The annual assessment shall be due and payable in twelve equal monthly installments on the first day of each month during the calendar year.

With respect to any Lot admitted to the Association hereafter, the annual assessments provided for herein shall commence on the first day of the month following such admission to the Association. The first annual assessment with respect thereto shall be prorated according to the number of months remaining in the calendar year following such admission. Such assessments shall be payable in monthly installments in advance as hereinabove provided.

The Board of Directors shall prepare an annual budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. A copy of the proposed budget and notice of the annual assessment shall be sent to every Owner at least thirty (30) days, but not more than sixty (60) days, prior to the adoption of the budget by the Board. If no such notice is given, the annual assessment shall remain the same as the previous period.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Association for the issuance of such a certificate.

Section 8 - Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association

If the assessment is not paid by any Owner on the date when due, then such assessment shall become delinquent and this amount, together with such interest, and cost of collection as hereinafter provided, shall become a continuing lien on the Lot owned by such Owner. This lien shall attach and run with such Lot and be binding on the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If the assessments are not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate permitted by the laws of Illinois, and the Association shall

bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all court costs.

In addition to the other rights regarding the collection of assessments hereinbefore mentioned, the Association adopts all of the remedies of the provisions of Paragraph (8) of subsection (a) of Section 9-102 and Section 9-104.3 of an Act entitled "Forcible Entry and Detainer" of 1984, as amended, more particularly set forth in Chapter 110, Article IX (Para. 9-102 et al.) Ill. Rev. Stat and all of its provisions regarding common interest communities and collection remedies including the right to maintain an action for possession, including the right on the behalf of the Association to execute leases of such defaulting Unit owners interest in their respective properties and apply the rents therefrom to the delinquent liens and assessments.

Section 9 - Subordination of the Lien to Mortgages

The lien for the assessments provided for herein and any other lien created in favor of the Association under the provisions of this Amended Declaration shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the Lots; provided, however, that such subordination shall apply to those liens which have become effective prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other lien proceeding foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due; nor from any lien by reason of any such subsequent assessment or by reason of any other provision of this Amended Declaration.

Section 10 - Exempt Property

The following property subject to this Amended Declaration shall be exempted from the assessments, charge and lien created herein:

- a) Portion of the Properties dedicated and accepted by the local public authority and devoted to public use;
- b) All Common Properties.

ARTICLE VI PARTY WALLS

Section 1 - Definition and General Rules of Law to Apply

With respect to any building containing two or more Living Units under one roof, when each such Living Unit is situated upon its own individual Lot,

each wall which is built as part of the original construction of the Living Units and placed on the dividing line between the Lots, shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2 - Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3 - Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4 - Weatherproofing

Notwithstanding any other provisions of this Article, an Owner or Member who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5 - Right to Contribution Runs with Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

Section 6 - Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the same shall be arbitrated by the Board of Directors, the determination of which shall be final and binding on both parties.

**ARTICLE VII
DAMAGE OR DESTRUCTION**

Section 1 - Obligation to Repair or Rebuild

In the event of damage to or destruction of, by fire or other casualty, any Living Unit, or any portion thereof, including by way of description only and not by way of limitation, any portion of the common roof and gutter system, walls, including the foundation thereof, garden walls, gates and fencing, as is located or installed thereon, the Owner or Owners from time to time of any

such Living Unit covenant and agree that they will, within a reasonable time after such damage or destruction, repair or rebuild the same in a substantial and workmanlike manner, using materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of such Living Unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of any Living Units which remain standing and are not required to be rebuilt. In the event of the total or substantial destruction of all the Living Units, the architectural design of the exterior of the Living Units to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof, and in the absence of agreement, the rebuilt Living Units shall be substantially similar in architectural design as the original Living Units and shall be constructed of comparable materials. All rebuilding performed with respect to the provisions of this section shall be subject to the approval of the Architectural Control Committee as hereinafter provided.

Section 2 - Failure to Repair or Rebuild

In the event that any such Owner shall fail, within a reasonable time after the damage or destruction referred to in Section 1 of this Article, to perform the necessary repair or rebuilding, then, and in any such event, the Association may, but shall not be required to, cause such repairs or rebuilding to be furnished, provided and installed, in the manner as in the aforesaid Section 1 described. And in any such event, the Association shall have and is hereby given, a) a continuing lien on the Lot in which any such repairs or rebuilding are furnished by the Association; b) interest at the maximum rate permitted by the laws of Illinois from the date of the Association's payment of such costs; and c) reasonable attorney's fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Lot in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Association therefore, as aforesaid, such lien shall be foreclosed against the Lot by the Association, in the same manner as hereinabove provided in connection with unpaid assessment. The Association's lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Living Unit or Lot.

Section 3 - Obligation to Insure

Every Owner shall at all times keep his Living Unit insured for the replacement cost thereof against loss by fire and other casualties.

ARTICLE VIII
ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

After the initial construction of any buildings or other improvements upon The Properties, no building, fence, wall or other permanent structures shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made [including, but not limited to, change of color, landscaping (excluding annual or perennial decorative planting), storm windows, storm doors and screens] until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural and Landscape Control Committee composed of three (3) or more owners appointed by the Board of Directors.

In the event that such exterior additions, changes or alterations are commenced without approval from the Architectural and Landscape Control Committee, the Association reserves the right to restore the Lot involved to its original condition and to include the costs incurred in the Owner's annual assessment and to suspend the Member's Association privileges, as may be appropriate, for a period not to exceed sixty (60) days. These provisions will also apply to exterior additions, changes, or alterations which are not maintained in a satisfactory and/or appropriate manner

However, in the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty (40) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX
EXTERIOR MAINTENANCE

Section 1 - Exterior Maintenance

a) As provided for in Article V, the Association shall provide normal and customary exterior maintenance of each Living Unit without charge to the Owner as follows:

- 1) Care of trees, grass and shrubs.
- 2) Repair of shingles and flashing on roofs.
- 3) Painting and repair of exterior walls.
- 4) Painting and cosmetic repair of garage doors.
- 5) Painting of gutters and downspouts.
- 6) Repair and replacement of chimneys and exterior fireplace parts.

- 7) Removal of refuse.
- 8) Removal of snow from driveways and parking areas.
- 9) Maintenance of sump pump drain lines farther than five (5) feet from any Living Unit.
- 10) Maintenance of gas or electric lights and posts.
- 11) Maintenance of driveways.

b) The Association may at its discretion provide maintenance for the following items with or without charge to Owners:

- 1) Replacement of trees, grass and shrubs.
- 2) Repair and maintenance of front and rear stoops.
- 3) Repair and maintenance of outside electrical fixtures.
- 4) Repair and maintenance of patios, decks or other homeowner installed improvements.
- 5) Repair and maintenance of sewer and water lines.
- 6) Repair and maintenance of glass surfaces.
- 7) Repair and maintenance of walks.
- 8) Repair and maintenance of feed lines to gas and electric lights.
- 9) Care of trees, grass and shrubs situated within enclosed areas.
- 10) Replacement of roofs.
- 11) Removal of snow from sidewalks.

Section 2 - Assessment for Costs

The cost of any exterior maintenance which, by the terms of this Amended Declaration, the Association is required to furnish, shall be paid for with funds from the annual assessment to which each Lot is subject under the provisions of Article VI hereof.

With respect to any exterior maintenance which the Association is not required to furnish and which is furnished at the request of any Owner, and with respect to any exterior maintenance which has been made necessary by reason of a willful or negligent act, or the expense of which is reimbursable by the proceeds of any insurance, the cost of the same shall be assessed only against the Lot upon which such maintenance is done and shall be a charge in addition to the annual assessment to which such Lot is subject and shall be a lien and obligation of the Owner thereof and shall become due and payable in all respects and to the same extent as the annual assessment as provided by Article VI hereof.

If the Association furnishes maintenance with respect to a Lot or Living Unit at the request of an Owner other than that required by this Amended Declaration, the Association will require such Owner to pay the cost thereof.

Section 3 - Access at Reasonable Hours

For the purpose solely of performing the exterior maintenance required or authorized by this Article the Association through its duly authorized agents or employees shall have the right after reasonable notice to the Owner to enter upon any Lot or Living Unit at reasonable hours on any day. Landscaping work shall not require prior notice.

ARTICLE X BUILDING AND USE RESTRICTIONS

Section 1 - Permitted Use

No Lot or any portion thereof shall be used for any primary purpose other than as a single family residence.

All buildings or structures erected on the Lots shall be of new construction and no buildings or structures shall be moved from other locations. No subsequent buildings or structures other than homes shall be built on any Lot where there has been heretofore a home. This shall not be construed as prohibiting the construction of recreational facilities and buildings on Common Properties.

Section 2 - Prohibited Uses

a) Neither noxious nor offensive acts shall be conducted in, upon, or suffered to be conducted in or upon The Properties; nor shall any nuisance be maintained or suffered to be maintained in or upon any of The Properties.

b) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

c) No facilities, including poles and wires, for transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be permitted or maintained. This shall not preclude the installation of above ground transformers, pedestals, meter panels or other appurtenances which may be required as normal to the installation of underground gas, telephone, electricity and water transmission systems installed by public utility companies or the municipality in easements reserved for such purposes nor shall it prohibit standards or poles or street or other outdoor lighting.

d) No motor vehicles (other than that of a private passenger type), boat, boat trailer, house trailer, trailer, van or recreational vehicle or any similar items shall be visibly stored in or upon any Lot or Common Property. Passenger motor vehicles in non-operative condition shall not be parked on The Properties except in garages.

e) No temporary building, trailer, garage or building in the course of construction or other temporary structure shall be used temporarily or permanently as a residence on any Lot or Common Property.

f) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction of any approved addition or alteration. When trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, plastic bags may be placed in the open, on any day that a pick-up is to be made in such a place so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Board of Directors, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on any Lot.

g) No water pipes, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigating purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

h) No birds, animals or insects shall be bred, raised, kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on any Lot. The Board of Directors may, from time to time, publish and impose reasonable regulations setting forth the type and number of domestic animals that may be kept on any Lot. Owners assume the responsibility for removal of animal refuse and may be assessed the actual cost of such removal of the refuse by the Association.

i) No sign or other advertising device of any nature shall be placed upon any Lot except as prescribed by the Board of Directors, who may, in their discretion, adopt and promulgate rules and regulations relating to the use of signs.

j) No clothing or any other household fabrics shall be open or visible on any Lot. No machinery or power drive vehicles shall be placed or operated upon any Lot except such machinery as is usual in maintaining a private residence and private passenger automobile.

k) No person shall obstruct, alter or in any way modify the established drainage pattern from on or over any Lot or Common Property; nor shall any person obstruct, alter or in any way modify any drainage swales, devices and/or facilities now installed or to be installed by the Association; the Association reserves the right to enter upon Lots or Common Property to correct, as it may deem necessary, any drainage condition. Sump pumps and sump pump drain lines must be kept operational by Owners.

l) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above public streets shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10') feet from the intersection of a pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence or wall or hedge shall be erected, placed or altered on any Lot nearer to any front street lines than the minimum front building setback line.

m) The Association reserves the right to enter upon any Lot to correct or eliminate nuisances or violations of any or all of the foregoing, and to correct any failure of the Owner to properly maintain those areas and items not the responsibility of the Association under Article IX herein. Cost of such work shall be assessed by the Association against the Owner and such assessment shall be due and payable in the month assessed. In the event payment of such special assessments is not made, such special assessments shall become a lien on the Lot and a personal obligation of the Owner and become subject to all appropriate covenants for assessments contained in Article V of this Amended Declaration.

ARTICLE XI GENERAL PROVISIONS

Section 1 - Duration and Amendments

The Amended Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Owners.

Section 2 - Notices

Any notice required to be sent to any Member or Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member or Owner on the records of the Association at the time of such mailing.

Section 3 - Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any Owner, Member, person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Properties to enforce any lien created by these covenants; and failure by the Association, Owner, or Member to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 - Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions of this Amended Declaration.

Section 5 - Easements and Encroachments

In the event that any part of any Living Unit encroaches or shall hereafter encroach upon any part of the Common Properties or any other Lot or if any portion of the Common Properties shall encroach upon any Lot, valid easements for the maintenance of such encroachment are hereby established and shall exist so long as all or any part of the same shall remain standing; provided however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Properties by the other Owners or the Lot or Living Unit of another Owner and if it occurred due to the willful conduct of any Owner.

BY-LAWS OF THE ACACIA ASSOCIATION
(Includes all amendments as of January 2013)

ARTICLE I
NAME AND LOCATION

The name of the corporation is THE ACACIA ASSOCIATION, herein-after referred to as the "Association". The principal office of the corporation shall be located at 111 Cascade Drive, Indian Head Park, Illinois, but meetings of Owners and Directors may be held at such places within five (5) miles of The Acacia Association office as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

For the purposes of these amended by-laws, the following definitions shall control:

(a) "Association" shall mean and refer to The Acacia Association, an Illinois not-for-profit corporation and its successors and assigns.

(b) "By-Laws" shall mean this instrument, together with all exhibits attached hereto and forming a part hereof, and shall also include such amendments, if any, as may be adopted from time to time by the Association.

(c) "The Properties" shall mean and refer to Acacia Units 1, 2, 3, 4, 5 and 6 and to Lot 3 in Acacia Commons as shown on the recorded plats of subdivision or any other lands so shown on future subdivision plats of land which have been subjected to the terms and provisions of The Acacia Association Declaration of Protective Covenants (hereinafter "Protective Covenants"), and including all existing structures and existing Common Properties, as well as any planned structures or common areas which have been approved or may be approved by the Association.

(d) "Common Properties" shall mean and refer to those areas of land (except "Lots" as hereinafter defined) so designated upon the recorded subdivision plats of The Properties or any other areas of land so designated on future plats of subdivisions on lands made subject to the Protective Covenants and intended to be devoted to the common use and enjoyment of all the Members (as defined below) of the Association and such other persons as are hereinafter more specifically described.

(e) "Lot" shall mean and refer to any plot of land so shown and designated upon the recorded subdivision plats of the Properties or any other areas of land so designated on future plats of subdivisions on lands made subject to the Protective Covenants. Exempt properties as defined in Article V, Section 10 of the Protective Covenants are specifically excluded. Each Lot shall be designated upon any plat of the subdivision by reference

to the Unit number, Area number and Lot number, as for example, Unit 1, Area 2, Lot 1. The Lot number designating the smallest parcel so described, the Area number designating the next larger parcel in which the Lot is situated and the Unit number designating the next larger parcel in which such Area is situated.

(f) "Living Unit" shall mean and refer to a building situated upon a Lot which is designed and intended for use and occupancy by a single family.

(g) "Owner" shall mean and refer to the person, persons, beneficiary of a land trust or entities whose estates or interests individually or collectively aggregate fee simple absolute title to a Lot. Such term shall not include a mortgagee unless and until such mortgagee has acquired title by foreclosure or any proceeding in lieu of foreclosure.

h) "Member" shall mean and refer to the residing family unit whether that family unit is Owner, tenant or contract purchaser.

ARTICLE III MEETING OF OWNERS

Section 1. Annual Meetings. The annual meeting of the Owners shall be held on the fourth Tuesday of February at the hour of eight o'clock P.M. If the day for the annual meeting of the Owners is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Owners may be called at any time by the president, by the Board of Directors, or upon written request of the Owners who are entitled to at least twenty percent (20%) of the total votes in the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Owners shall be given by or at the direction of the secretary or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10), but not more than thirty (30), days before such meeting to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence, either in person, by proxy, or by submitted absentee ballot, at the meeting of Owners of Owners entitled to cast twenty (20%) of the total votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Protective Covenants or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Owners

entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Absentee Ballots. At all meetings of Owners, each Owner may vote in person, by an Association-issued absentee ballot, or by proxy. All absentee ballots shall be in writing and filed with the secretary of the Association. Every absentee ballot shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Lot. All proxies shall be in writing, dated, and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Lot, and shall not be valid for more than eleven (11) months after the date of its execution.

Section 6. Place of Meeting. All meetings shall be held at such place as may be designated in the notice of such meetings within five (5) miles of the Acacia Association Office, 111 Cascade Drive, Indian Head Park, Illinois.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors. The Board of Directors shall be nine (9) in number.

Section 2. Term of Office. The Board of Directors shall serve for a staggered term of three (3) years as provided by the Articles of Incorporation. At each scheduled election the Owners shall elect new directors to succeed those whose terms have expired and to fill other vacancies which may exist.

Section 3. Removal. Any director may be removed from the Board of Directors, with or without cause, at a meeting of the Owners by Owners with at least a two-thirds (2/3) of the total votes in the Association.. In the event of the removal of a director, his/her successor shall be selected within 14 days of such removal, and such successor shall serve the unexpired term of his/her predecessor. In the event of the death, resignation, or refusal or inability to act of any director, other than a removed director, the remaining members of the Board of Directors may select a successor to serve until the next regular or special meeting of the Owners, at which time the Owners shall select a permanent successor to fill the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association in his/her capacity as director. However, any director may be reimbursed for his/her actual

expenses incurred in the performance of his/her duties and may be compensated for non-directorial services, as long as these services have been approved in advance by a majority of the Board of Directors.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Non-Liability of The Board of Directors and Officers of the Association. The directors and officers of the Association shall not be personally liable to the Owners, to the Association, or to others for any mistake in judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute willful misconduct or fraud. The Association shall indemnify and hold harmless each of the directors and officers (and their respective successors), against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers, on behalf of the Owners, or arising out of their status as directors or officers, unless any such contract or act shall have been made fraudulently, or through willful misconduct. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, counsel fees and expenses, amount of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceedings, whether civil, criminal, administrative, or other, in which any such director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnification shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct or fraud in the performance of his/her duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel, selected by or in a manner determined by the Board, there is no reasonable ground for such person being adjudged liable for gross negligence, willful misconduct or fraud in the performance of his/her duties as such director or officer. The Association shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this paragraph. Every agreement made by the director or officers, on behalf of the Owners or Association shall be deemed to provide that the directors or officers, as the case may be, are acting only as agents for the Owners or Association and shall have no personal liability thereunder (except as Owners).

Section 7. Eligibility for Directorship. All directors of The Acacia Association shall be Owners as defined in Article II of these By-Laws. If a Living Unit has multiple ownership, only one owner may serve as a director at any one time.

**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association, who shall not be members of the Board. The Nominating Committee shall be appointed by the Board of Directors at least three (3) months prior to each annual meeting of the Owners, to serve a term of one full year or until the appointment of the next succeeding Nominating Committee, whichever shall first occur. The duties of the Nominating Committee shall be as follows:

(a) To serve written notice on the Owners at least sixty (60) days prior to the annual meeting of the number of probable vacancies in the Board of Directors to be filled at such annual meeting and in what manner the Nominating Committee is accepting applications and recommendations as to such positions.

(b) To accept all applications for nomination which may be tendered to it. No nominations will be accepted from the floor at the annual meeting. Applications will be accepted up to thirty (30) days prior to the date of the annual meeting.

(c) To nominate any number of additional qualified individuals. In no event shall the number of applicants plus the number of additional nominees be less than the then known number of vacancies.

To report its slate of candidates to the Association without distinction between those candidates which the Nominating Committee has selected and those candidates which have applied to the Nominating Committee for nomination

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Owners may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Protective Covenants. The persons receiving the largest number of votes shall be elected. In the event vacancies to the Board of Directors of different terms shall be available, those persons receiving the highest number of votes shall fill the vacancies having the longest remaining term. In the event of a tie vote as to any particular vacancy, the Board of Directors, as constituted after the annual meeting, except for the individuals

involved in the tie vote, shall make the final determination. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly with adequate notice, at such place and hour as may be fixed from time to time by resolution of the Board. Adequate notice shall consist of a letter to Owners, notice in the Association newsletter, or notice posted on the bulletin board in the Association Clubhouse a minimum of three (3) days before such regular meeting. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two board directors, after not less than three (3) days written notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Properties and Properties, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

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

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Owners by other provisions of these By-Laws, the Articles of Incorporation, or the Protective Covenants;

(d) Declare the office of a member of the Board of Directors to be vacant in the event of such member being absent from three (3) consecutive regular meetings of the Board of Directors; and

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

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Owners, or at any special meeting when such statement is requested in writing by twenty percent (20%) of the Owners who are entitled to vote;

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

(c) As more fully provided in the Protective Covenants to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period and provide each Owner with written notice not less than ten (10), and not more than sixty (60), days prior to each meeting of the Board concerning the adoption of the proposed annual budget, regular assessments or special assessments, and:

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period and provide each Owner with a reasonably detailed Profit & Loss Statement for the preceding budget year; and

(3) take an action in law or to foreclose the lien against any Lot for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable and uniform charge may be made by the Association for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on the Common Properties; and workers' compensation and director's liability as may be required;

(f) Maintain fidelity insurance covering persons who control or disburse Association funds in an amount reasonably required to protect all Association funds.

(g) Cause the Common Properties to be maintained and to cause to be performed such exterior maintenance of Living Units as may be required by the provisions of the Protective Covenants on an equitable basis.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association, all of whom must be Board members, shall be president, vice president, secretary, and treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) The **president** shall preside at meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign promissory notes.

b) The **vice-president** shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and

discharge such other duties as may be required of the vice-president by the Board of Directors.

(c) The **secretary** or the Board's designate shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

(d) The **treasurer** shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign promissory notes of the Association; keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures for the Owners at the annual meeting, and deliver a copy to each such Owner.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee as provided in the Protective Covenants, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner at the location where they are usually stored. The Protective Covenants, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Owner at the principal office of the Association. Copies of these documents may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Protective Covenants, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the

assessment shall bear interest from the date of delinquency at the maximum rate permitted by the laws of Illinois, and the Association shall bring an action at law against the Owner personally obligated the pay the same of foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the dues amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for by non-use of the Common Properties or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: The Acacia Association.

**ARTICLE XIII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting, by the majority of Owners voting in person or by absentee ballot at such meetings. For the purpose of amending these By-Laws, a quorum shall consist of fifty percent (50%) of the Owners in person or by absentee ballot.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these By-Laws, the Protective Covenants shall control.

**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.