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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND BY-LAWS FOR WESTERFIELD SQUARE PROPERTY OWNERS' ASSOCIATION

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE
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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND BY-LAWS FOR WESTERFIELD SQUARE PROPERTY OWNERS' ASSOCIATION

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This Second Amended and Restated Declaration of Covenants and By-Laws for Westerfield Square Property Owners' Association (the "Second Amended and Restated Declaration") is made and entered into by the Board of Directors of Westerfield Square Property Owners' Association, an Illinois not for profit corporation (the "Association") as of this 23rd day of March, 2022.

WITNESSETH

WHEREAS, the real estate legally described on Exhibit A hereto is subject to a Declaration of Covenants for Westerfield Square (hereinafter referred to as the "Original Declaration") that was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 21, 1966 as Document No. 19771628.

WHEREAS, the Original Declaration has previously been amended from time to time by the following documents (the Original Declaration, as so amended, hereinafter referred to as the "Current Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois:

<u>Document No.</u>	<u>Recording Date</u>
20482509	May 7, 1968;
2386626	May 7, 1968;
95158121	March 9, 1995;
96507551	July 2, 1996;
96727729	September 24, 1996;
99678605	July 15, 1999;
1717016000	June 19, 2017; and
1934413000	December 10, 2019.

WHEREAS, the Illinois Common Interest Community Association Act (the "Act") was enacted and amended subsequent to the date on which the Original Declaration was recorded.

WHEREAS, the "Property" and the "Association" (as defined herein below) are subject to the provisions of the Act.

WHEREAS, the Board of Directors of the Association deems it in the best interest of the Association to amend and restate the Current Declaration and the By-Laws of the Association in order to make changes therein.

WHEREAS, Section 6 of Article XIII of the Current Declaration provides that the Current Declaration may be changed or modified upon the approval of two-thirds (2/3) of the Unit Owners.

WHEREAS, Article XII of the By-Laws provides that the By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, provided that at least two (2) days written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

WHEREAS, a special meeting of the Unit Owners was held on September 22, 2021, at which time more than two-thirds (2/3rds) of the Unit Owners voted to amend the Current Declaration to make changes incorporated herein below.

WHEREAS, following the Board's notice to Members of its intention to amend the Current Declaration to make certain technical and clarifying changes and to amend the By-Laws, a regular meeting of the Board of Directors was held on March 23, 2022, at which time a majority of the Directors present

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voted to amend and restate the Current Declaration and By-Laws as set forth herein below.

NOW THEREFORE, the Board, with the above described approval of more than two-third (2/3rds) of the Unit Owners, amends and restates the Current Declaration and the Board amends and restates the By-Laws to read in their entirety as follows:

DEFINITIONS

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

Acceptable Technological Means: Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Association: Westerfield Square Property Owners' Association, an Illinois not-for-profit corporation which is comprised of the Members of the Association and acts pursuant to the Association's By-Laws through the Association's duly elected Board.

Board: The Board of Directors of the Association consisting of persons elected from the Members of the Association, as described in the By-Laws, as the governing body of the Association to exercise for the Association all powers, duties, and authority vested in the Board under the Illinois Common Interest Community Association Act, the Illinois General Not for Profit Corporation Act, and the Association's Declaration and By-Laws.

Board Meeting: Any gathering of a quorum of the Directors for the purpose of discussing or conducting Board business.

Board Member or Director: A member of the Association's Board of Directors.

Building: A residential building constructed in the Association containing either four (4) or six (6) individual Units.

By-Laws: The By-Laws of Westerfield Square Property Owners' Association, attached as Exhibit B to this Declaration, and all subsequent amendments thereto.

Common Area: All portions of the Property other than the Units.

Common Expense: The proposed or actual expenses affecting the Property, including contributions to the Reserve Account, if any, lawfully assessed by the Association.

Community Instruments: All documents and authorized amendments thereto pertaining to Property and the Association as recorded by the Association, or the original developer of the Association, including but not limited to the Declaration, the By-Laws, the Plat and the Association's Rules and Regulations.

Declaration: This Amended and Restated Declaration of Covenants for Westerfield Square and all subsequent amendments thereto.

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

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Majority of the Board: More than fifty percent (50%) of the Directors.

Majority of the Members: More than fifty percent (50%) of the Members.

Management Agent: A Person, partnership, corporation or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for the Association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of the Property and the Association.

Member: A Unit Owner in the Association entitled to one vote.

Occupant: Person or Persons, other than a Unit Owner, in possession of a Unit.

Party Wall: A common wall, both interior and exterior, which separates one Unit from an adjacent Unit or Units.

Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to a Unit.

Plat: The plat of survey of the Association recorded as Document No. 19722379 in the Office of the Recorder of Deeds of Cook County, Illinois depicting the Buildings and the boundaries of the lots and Units.

Prescribed Delivery Method: Mailing, delivering, posting in an Association publication that is routinely mailed to all Members, Electronic Transmission, or any other delivery method that is approved in writing by a Member and authorized by the Community Instruments.

Property: All of the land, property and space comprising the Association, including the Buildings and Units constructed thereon and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the Members.

Reserve Account: Those sums paid by Members which are separately maintained by the Association for purposes specified in the Community Instruments.

Unit: A single family dwelling unit within one of the Buildings including one detached enclosed garage.

Unit Owner: Any purchaser of a Unit (either by deed or contract), or beneficiary of a trust holding legal title to a Unit. Where title to a Unit is conveyed to more than one Person, or there is more than one beneficiary of a land trust holding title to a Unit, such Persons are collectively known as the "Unit Owner".

ARTICLE I

ASSOCIATION

1.1 NAME. The Association is known as the Westerfield Square Property Owners' Association and is incorporated under the laws of the State of Illinois as a not-for-profit corporation.

1.2 APPLICABLE LAWS. The Association shall be administered consistent with the provisions of the Community Instruments, the Illinois Common Interest Community Association Act and the Illinois General Not for Profit Corporation Act.

1.3 MEMBERSHIP. Upon the purchase of any Unit in the Association, the purchasing Unit Owner shall automatically become a Member of the Association, and does agree that by taking title

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to any such Unit he or she shall be entitled to all of the rights and privileges of the Association, and agrees to assume all of the duties and liabilities imposed by this Declaration and the By-Laws of the Association, and to be bound by all rules and regulations duly adopted by the Association. Upon becoming a Member of the Association, a Unit Owner shall be entitled to vote on each matter submitted to a vote of the Unit Owners, in accordance with this Declaration and the By-Laws of the Association.

1.4 BOARD OF DIRECTORS. The powers of the Association shall be vested in a Board consisting of not less than six (6) Directors to be elected in accordance with the By-Laws of the Association.

1.5 RULES AND REGULATIONS. The Association shall adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, repair and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants residing in the Property. The entire Property shall be maintained at all times subject to such rules and regulations as are from time to time enacted by the Board or the Association. The Association may, but need not, employ such Management Agents as it deems necessary to properly manage the Property.

ARTICLE II

FINANCIAL OPERATIONS

2.1 OPERATING BUDGET. The Board shall adopt an operating budget, including a breakdown of revenues, expenditures and a reasonable reserve for anticipated capital improvements (the "Reserve Account"), no later than January 31 of the budget year.

2.2 MONTHLY ASSESSMENT. The Board will approve, concurrent with the budget approval, an assessment to be paid monthly or as otherwise determined by the Board. This assessment will be consistent with expected expenditures and the size of the Reserve Account. The amount of the assessment may be increased or decreased by the Board from time to time and special assessments may be imposed as the Board may determine.

2.3 LIEN FOR NON-PAYMENT. Assessments shall be paid by the respective Unit Owner at such times as the Board may determine. In any case where a Unit Owner is required by this Declaration, or action of the Board, or of the Association, to pay any charge or assessment, and fails or refuses to do so, the amount due shall become a lien against the Unit or Units owned by such Unit Owner, subject to any then existing mortgages when the Association records or files a claim of lien with the Recorder of Deeds; and the Association may bring an action to collect the amount due and/or to foreclose such lien, the cost of which, including interest at the legal rate and reasonable attorneys' fees, shall be fixed by the court and added to the amount due.

2.4 TRANSFER OF FUNDS. The finances of the Association shall be managed by the Board in a responsible manner. Transfers of funds between the Reserve Account and the operating account may be made from time to time with the authorization of the President, Vice President, or Treasurer of the Association if such transfer is consistent with the budget and the capital replacement needs of the Association. Otherwise, the approval of a Majority of the Board is required.

2.5 DISTRIBUTION OF ANNUAL BUDGET. Each Member shall receive through a Prescribed Delivery Method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for contribution to the Reserve Account, capital expenditures or repairs or payment of real estate taxes.

2.6 FINANCIAL RECORDS. The Board shall provide all Members with a reasonably detailed summary of the receipts, Common Expenses, and Reserve Account for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the Common

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Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for contribution to the Reserve Account, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus contributions to the Reserve Account; or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

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

2.8 VARIANCE DISCLOSURE. If total Common Expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

2.9 EMERGENCY EXPENDITURES. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of Subsection 2.7 or 2.10 of this Article II. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the Common Areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

2.10 ADDITIONS AND ALTERATIONS. Assessments for additions and alterations to the Common Areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a Majority of the Members at a meeting called for that purpose.

2.11 MULTI-YEAR ASSESSMENTS. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections 2.9 and 2.10 of this Article II, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

2.12 MASTER METERING. The Board shall have the authority to establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

ARTICLE III

SALE OF UNIT

3.1 ASSOCIATION OPTION TO PURCHASE. When a Unit Owner desires to sell his or her Unit, and receives a bonafide offer from a prospective purchaser, he shall submit such offer in writing to the Board for its examination. The Board may, at its sole discretion, arrange for a meeting between the prospective purchaser and a committee appointed by the Board, one of the purposes of which shall be to review the Rules and Regulations of the Association. The Association shall have a fifteen (15) day option to purchase the Unit at the same price and upon the same terms offered by a bonafide prospective purchaser. The fifteen (15) day option period shall begin on the day after the Unit Owner has presented the offer to the Board, or on the day the prospective purchaser meets with the committee appointed by the Board,

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whichever is later.

3.2 SEVERANCE OF GARAGE UNIT PROHIBITED. The resale, transfer, or conveyance of a Unit must always include the companion garage unit originally conveyed with said Unit by the Trustee.

ARTICLE IV

TAXES

4.1 UNIT TAXES. Each Unit Owner shall be assessed, and shall pay, the real estate taxes covering his or her Unit.

4.2 COMMON AREA TAXES. The taxes on the Common Area shall be paid by the Association.

ARTICLE V

PARTY WALLS

5.1 PARTY WALLS. Each Party Wall shall be used as a dividing wall between the respective Units it separates, and shall be used by the Unit Owner of each adjacent Unit equally for all purposes of an exterior wall, the ownership or equity of each adjacent Unit Owner in said wall being subject to a cross-easement in favor of the other party.

5.2 COST-SHARING FOR REPAIRS. In the event it shall become necessary to repair or rebuild any portion of any Party Wall, the expense of such repairing or rebuilding shall be born equally by the Unit Owners of the Units adjacent to such Party Wall, unless the damage to said Party Wall was caused by an act, intentional or otherwise, by one of the adjacent Unit Owners, in which case the cost shall be borne solely by the Unit Owner at fault; also, if damage to said Party Wall shall affect only one side, then the cost of repair shall be borne by the Unit Owner on whose side the damage has occurred.

5.3 COST RECOVERY. The easements or cross-easements hereby created shall not terminate in the event any Party Wall has been destroyed by fire or other cause, in which event either the Unit Owner of the Unit adjacent to such wall who shall have rebuilt the same shall be entitled to receive from the owner of the other Unit, and said last-mentioned Unit Owner shall be liable to pay upon demand to the Unit Owner who shall have rebuilt said wall, an amount equal to one-half of the cost of such rebuilding, including the costs of foundations and supports necessarily installed, except as provided in subsection 5.2 of this Article V.

5.4 RECONSTRUCTION. Whenever any Party Wall, or portion thereof, shall be repaired or rebuilt, it shall be erected on the same line and be of the same size and the same or similar materials and of like quality as the wall being repaired or rebuilt, and it shall in all respects conform to the laws and ordinances in force at the time regulating the construction of buildings.

ARTICLE VI

EASEMENTS

6.1 EASEMENTS. All of the easements herein contained shall be defined and limited as follows:

(a) The owners of Units and garages located on Lots 1-A, 1-B, 1-C, 1-D, P-1A, P-1B, P-1C, P-1D, 2-A, 2-B, 2-C, 2-D, P-2A, P-2B, P-2C, P-2D, 3-A, 3-B, 3-C, 3-D, P-3A, P-3B, P-3C, P-3D, 4-A,

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4-B, 4-C, 4-D, P-4A, P-4B, P-4C, P-4D, 5-A, 5-B, 5-C, 5-D, P-5A, P-5B, P-5C, and P-5D, shall have an easement only over Lots 1, 2, 3, 4, 5, and the West 20 feet of Lot 6, being part of the area shown on the Plat and designated thereon as "the Common Area".

(b) The owners of Units and garages located on Lots 6-A, 6-B, 6-C, 6-D, 6-E, 6-F, P-6A, P-6B, P-6C, P-6D, P-6E, P-6F, 7-A, 7-B, 7-C, 7-D, 7-E, 7-F, P-7A, P-7B, P-7D, P-7E, P-7F, 8-A, 8-B, 8-C, 8-D, 8-E, 8-F, P-8A, P-8B, P-8C, P-8D, P-8E, and P-8F, shall have an easement only over Lots 6, 7, 8, and the East 18 feet of Lot 5, being part of the area shown on the Plat and designated thereon as "the Common Area".

ARTICLE VII

SIDEWALKS

7.1 COMMON USE. All sidewalks in the Property, constructed in the Common Area shown on the Plat, are hereby declared to be common walks for use by the Unit Owners or Occupants of all the Units, and their invitees, for the purposes of ingress and egress.

7.2 REPAIR. The Association shall make all necessary repairs to the sidewalks in the Common Area, and the expense of such repairs, or rebuilding if necessary, shall be borne by the Association, and will be included in the maintenance charges to be assessed against the Unit Owners in accordance with subsection 2.2 of Article II.

ARTICLE VIII

FIRE CLAUSE

8.1 DAMAGE RESTORATION. In the event of damage of a Unit or Units by fire or other casualty, said Unit or Units shall be restored by the Unit Owner or Unit Owners thereof to substantially the same condition and design in which it, or they, existed prior to the fire, or other casualty, with the same type of materials as previously used and with each Unit and the Common Areas having the same vertical and horizontal boundaries as before. Such restoration or rebuilding shall be completed as soon after the damage as is reasonably possible. If the Unit Owner or Unit Owners fail to do so, the Association may make the repairs or restoration, and if the cost thereof is not paid by the Unit Owner or Unit Owners or their insurance company such amount shall be assessed against the Unit Owner or Unit Owners involved.

8.2 CASUALTY INSURANCE. It shall be mandatory for the Unit Owner or beneficiary of each Unit to insure each Unit so owned or held in an amount equivalent to 80% of the value of such Unit, and the Board may require that certificates for such fire and extended coverage insurance be deposited with the Management Agent of the Property or with the Association. If a Unit Owner fails to purchase such insurance, the Association shall have the right to purchase it and assess the Unit Owner of the Unit for the cost of same.

ARTICLE IX

MAINTENANCE, ALTERATIONS AND ADDITIONS

9.1 ELEMENTS AND FEATURES OF UNITS FOR WHICH THE ASSOCIATION HAS RESPONSIBILITY. Certain elements and features of Units which are part of or attached to the exterior of a Unit shall be maintained and repaired, and as necessary replaced, by the Association. The cost thereof shall be part of the cost of maintenance and assessed against all Unit Owners in accordance with Section 2.2 of Article II hereof. These elements and features are the following:

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- a) Chimney structures and chimney flashing.
- b) Roofs, soffits, fascia, dentil moldings and roof flashing.
- c) Exterior brick walls.
- d) Gutters, downspouts, and front yard downspout extensions (surface and underground),
- e) Decorative panels located on Unit facades below double-hung first floor windows.
- f) Shutters next to double-hung first and second floor windows.
- g) Perimeter walls and fences in back gardens of Units and any related gates, latches, and caulking.
- h) Front stoops, steps, and railings, including related caulking.
- i) Wall-mounted lamp fixtures by front doors in Phase 1 Units (other than replacement of bulbs and broken or missing glass).
- j) Garages, including roofs, floors, doors, exterior walls and Party Walls (but not interior wall coverings).
- k) Exterior kitchen vents on fronts of Phase 2 Units.
- l) Stone or concrete door sills and window sills.
- m) Exterior concrete caps on brick walls and chimneys.

9.2 ELEMENTS AND FEATURES OF UNITS FOR WHICH THE HOMEOWNER HAS RESPONSIBILITY. All elements and features of Units which are not the responsibility of the Association under Section 9.1 shall be maintained and repaired, and as necessary replaced, by the Unit Owner. The cost thereof shall be paid by the Unit Owner. These elements and features, include, but are not limited to, the following:

- a) Chimney caps and flues.
- b) Bathroom, kitchen, dryer, and other vents (other than exterior kitchen vents on fronts of Phase 2 Units).
- c) Windows, including windows by front doors of Phase 1 end Units, and related framing, trim and caulking (both interior and exterior).
- d) Front and back doors, including screen and storm doors, and related framing, trim and caulking (both interior and exterior).
- e) Paneling near windows by front doors of Phase 1 end Units.
- f) Back garden downspout extensions (surface and underground).
- g) Garage electric and mechanical devices and electric charging stations, including meter installation and maintenance.
- h) Window wells.
- i) Replacement of bulbs and broken or missing glass in wall-mounted lamp fixtures by front doors in Phase 1 Units.
- j) Gas meters.
- k) Foundation walls and basement floors.

Any maintenance, repair or replacement by the Unit Owner that requires the approval of the Board under Section 9.13 shall not be performed without that approval of the Board.

9.3 PAINTING. The maintenance responsibilities described in Sections 9.1 and 9.2 do not include painting. The Association shall cause the exteriors of the Units (excluding the vents which are the Unit Owner's responsibility to maintain under Section 9.2(b) and which the Unit Owner shall be responsible for painting) to be painted in such colors and at such times as the Board shall determine, and the cost thereof shall be part of the cost of maintenance and shall be assessed against all Unit Owners in accordance with Section 2.2 of Article II hereof.

9.4 COMMON AREA. The Association shall also cause all necessary maintenance and repairs to be made to the driveways, common sidewalks, and other improvements in the Common Area.

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The cost of such work shall be part of the cost of maintenance and assessed against all Unit Owners in accordance with Section 2.2 of Article II hereof.

9.5 ASSOCIATION ROOF INSPECTION. The Association shall cause a periodic inspection to be made of the roofs on all Buildings. Whenever such inspection or reports from individual Unit Owners shall reveal a need for repair or replacement of any roof, soffit, fascia, dentil molding, roof flashing or gutter, such repair or replacement shall be arranged and paid for by the Association in a time and manner to be determined by the Board after taking into consideration the nature and extent of the problem to be corrected.

9.6 GOOD WORK, ORDER AND REPAIR. All work performed by a Unit Owner or the Unit Owner's contractor contemplated by Section 9.2 shall be performed in a professional and workmanlike manner. The Unit Owners shall keep their premises free and clear of rubbish, debris or other unsightly materials or obstacles.

9.7 WATER AND SEWER REPAIR. Repairs or replacement of sewer, water, gas, electric and telephone lines in the Association shall be made by the Association, and the cost thereof shall be prorated among (i) the Owners of those Units affected by the repair or replacement and (ii) the Association to the extent the Common Area is affected by the repair or replacement, on such basis as the Board shall determine.

9.8 TIMING OF MAINTENANCE, REPAIR OR REPLACEMENT. The Association and the Unit Owner shall each perform their respective responsibilities under Sections 9.1, 9.2 and 9.3 at times that cause elements and features to be in good condition and repair. If the Unit Owner believes that the Unit Owner's performance can be deferred, but the Board determines that the responsibility must be performed, and not deferred, in order to maintain an element or feature in good condition and repair, the Board's determination shall be final and binding.

9.9 UNIT OWNER'S FAILURE TO MAINTAIN UNIT. If any Unit Owner fails to maintain, repair, and as necessary replace, elements and features of, or otherwise maintain, the Units owned by him or her as herein provided, then the Association may, after fifteen (15) days written notice to such defaulting Unit Owner, have such work done as may, in the opinion of the Board, be necessary to keep such Unit in a condition conforming to the general quality of upkeep of other Units, and the amount paid therefor shall be assessed to the Owner of the Unit on which said work was done.

9.10 MAINTENANCE COST ALLOCATION. All costs or maintenance charges in connection with the Property not specifically allocated by this instrument to the Association shall be the responsibility of the Owners of the Unit or Units affected.

9.11 ELECTRIC METERING. There shall be separate meters for basic electric service to the garages. The cost of such basic electric service shall be paid by the Association. If any Unit Owner desires upgraded electric service (e.g., 220 volts service) or an electric charging station, the Association shall install the equipment for such service or station and shall install separate metering for such service or station. The costs of such installation and the costs of acquisition, maintenance and use of such station, any meter, or any other equipment and of such upgraded or charging station service shall be paid by the Unit Owner.

9.12 CONTRACTOR WARRANTIES. Any and all liability that might be attributable to any work done or materials furnished by any contractor or vendor retained by the Association pursuant to this Article IX shall be limited to the warranty of the contractor or vendor and the Association or its officers, agents, or Directors, as such, shall have no personal liability. Such officers, agents and Directors shall have a continuing responsibility to remain in contact with the contractor or vendor and make every reasonable effort to protect and defend the contractual rights of the Association and any and all individual Unit Owners involved.

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9.13 RESTRICTIONS ON EXTERIOR AND INTERIOR ALTERATIONS. No Unit Owner shall make any changes in the exterior appearance of any Unit, except as may be approved by the Board, confirmed in writing by an officer of the Association. Any modification or addition by a Unit Owner to his or her Unit or other property provided for in Section 9.2, and any other change in the exterior appearance of his or her Unit, shall require the approval (including as to color, texture, finish, model, and style) of the Board, confirmed in writing by an officer of the Association. Without limiting the generality of the foregoing, the Unit Owner shall not replace any exterior door, door trim, window, or window trim without the approval (including as to color, texture, finish, model, and style) of the Board, confirmed in writing by an officer of the Association. No changes shall be made to the interior walls, floors or interior roof of a Unit that will impact the structural integrity of the Unit, except as may be approved by the Board, confirmed in writing by an officer of the Association. The Unit Owner shall obtain all permits required by the Village of Wilmette for any modifications, additions or other changes proposed to be made by the Unit Owner.

9.14 FENCES PROHIBITED. No Unit Owner shall make or erect a fence of any kind.

9.15 CANOPIES AND AWNINGS PROHIBITED. No Unit Owner shall install exterior storm sashes, canopies, or awnings on any Unit, or build enclosures for the front or rear entrances, except as may be approved by the Board, confirmed in writing by an officer of the Association.

9.16 PORCHES PROHIBITED. No Unit Owner shall erect a permanent porch on the front or rear of a Unit.

9.17 ANTENNAS PROHIBITED. No mast or other structure for transmitting or receiving messages, communications, signals, or programs, by radio, television, or other electronic means, shall be erected, permitted, or maintained upon the exterior or roof of any Building unless approved by the Board, confirmed in writing by an officer of the Association.

9.18 OCCUPANTS. In the event there is an Occupant of a Unit, the obligations and restrictions in this Article IX shall apply to such Occupant as well as to the Owner of such Unit.

ARTICLE X

LANDSCAPING, LAWN MAINTENANCE AND SNOW REMOVAL

10.1 LANDSCAPING ALTERATIONS PROHIBITED. All landscaping in the Common Area shall be maintained by the Association, and no changes or additions shall be made herein except by action of the Board of the Association. All landscaping in the patios and backyards shall be done and maintained by the Unit Owners and any major renovation of such landscaping must be approved in writing by the Board.

10.2 ASSOCIATION LANDSCAPING. The Association shall provide for cutting lawns, cultivating, trimming and feeding evergreens, trees and shrubs, re-seeding, fertilizing, weed-control programs, spraying, feeding and trimming of trees, and planting of flowers in the Common Area.

10.3 SNOW REMOVAL. The Association shall provide a snow-removal service to remove snow from all walks, driveways, and parking spaces in the Common Area.

10.4 DAMAGE TO OR RELOCATION OF LANDSCAPING BY UNIT OWNER. Notwithstanding the foregoing, if a Unit Owner or the Unit Owner's contractor damages or relocates any plantings in the Common Area, the Association may repair and/or replace the plantings and the amount paid therefor shall be assessed to the Unit Owner.

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ARTICLE XI

PARKING AREAS

11.1 GARAGES AND PARKING SPACES. The Unit Owners or Occupants of Units shall use their respective garages for the parking or storage of their motor vehicles, and in addition shall have access to one exterior parking space. The right to use such exterior parking spaces may be modified or changed by such regulations as the Board may promulgate from time to time.

ARTICLE XII

INGRESS AND EGRESS

12.1 INGRESS AND EGRESS. The right of ingress and egress upon the sidewalks, driveways, parking areas, and all areas designated on the Plat as the "Common Area", is hereby declared a perpetual easement for the benefit of all Unit Owners and Occupants of Units in Westerfield Square and for the benefit of their invitees. Said easement shall not terminate in the event any portion of said sidewalks, common driveways, or parking areas are destroyed or damaged.

ARTICLE XIII

MISCELLANEOUS

13.1 BUSINESS USE PROHIBITED. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays advertising, or other signs be maintained or permitted on any part of the Property or any Unit therein. The Board may authorize the placement of "For Sale" or "For Rent" signs on any unoccupied Units.

13.2 ANIMALS. No animals of any kind, except dogs, cats, or household pets, shall be kept, or maintained on any part of a Unit or the Common Area. The Association reserves the right to adopt reasonable regulations governing the keeping of domestic dogs, cats or other household pets.

13.3 COVENANTS RUN WITH LAND. Each Unit Owner and his or her successors and assigns accepts such ownership subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of the Association, created by this Declaration or by the Plat or deed restrictions heretofore recorded; and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in said land, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

13.4 NO WAIVER. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may occur.

13.5 INVALIDITY. The invalidity of any restriction hereby imposed or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the other provisions of this Declaration.

13.6 AMENDMENTS. The restrictions and covenants set forth in this Declaration may be changed or modified only upon the approval of two-thirds (2/3) of the Unit Owners. No modification or amendment of the Declaration or the By-Laws shall be valid unless the same is set forth in an amendment

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and such amendment is duly recorded. An amendment of the Declaration or By-Laws shall be deemed effective upon recordation, unless the amendment sets forth a different effective date. Amendments to the Declaration and By-Laws shall be executed and recorded by the president of the Board or any other officer authorized by the Board or the Community Instruments.

13.7 OMISSIONS AND ERRORS. If there is an omission or error in the Declaration or By-Laws, the Association may correct the error or omission by an Amendment to the Declaration or By-Laws, as may be required to conform it to the Illinois Common Interest Community Association Act or to any other applicable statute. The amendment shall be adopted by vote of two thirds (2/3) of the members of the Board or by a vote of a Majority of the Members at a meeting called for that purpose. If an error in the Declaration or By-Laws is corrected by vote of two-thirds (2/3) of the members of the Board pursuant to the authority established above, the Board, upon written petition by Members with twenty percent (20%) of the votes of the Association received within thirty (30) days of the Board action, shall call a meeting of the Members within thirty (30) days of the filing of the petition to consider the Board action. Unless a vote by a Majority of the Members is cast at the meeting to reject the action, it is ratified whether or not a quorum is present.

13.8 VIOLATIONS AND FINES. The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members for violations of the Community Instruments. Any violation of the Community Instruments may, in addition to any other remedy available at law or equity, be enjoined by legal proceedings. All expenses, including court costs and attorney's fees, incurred by the Association arising out of a default by any Unit Owner, his tenant, guest or invitee of any provision of the Community Instruments shall be charged to and assessed against the Unit Owner and shall be added to and deemed a part of said Unit Owner's assessment and shall constitute a lien on the Unit Owner's Unit.

13.9 LIENS. Each Unit may be subject to a lien under the Mechanics Lien Law, made and provided by the statutes of the State of Illinois, for services rendered or materials furnished by the Association in connection with improvements on such Unit.

13.10 CONVEYANCE TO TRUST. In the event title to any Unit shall be conveyed to a land titleholding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding Trustee personally for payment of any claim, lien or obligation hereby created, and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

13.11 DISPLAY OF FLAGS. Notwithstanding any provision in the Declaration, the By-Laws, Community Instruments, rules, regulations, or agreements of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on the immediately adjacent exterior of the Building in which the Unit of a Unit Owner is located. A Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. A Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on the immediately adjacent exterior of the Building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of

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

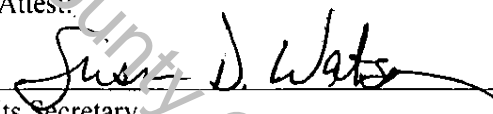
13.12 ATTORNEY'S FEES AND COSTS. In the event the Association retains counsel to prosecute or defend any claim on behalf of or against the Association and against or by a Unit Owner and if the Association shall prevail in its defense or prosecution of said claim, the Unit Owner shall be responsible for all reasonable attorney's fees and costs incurred by the Association or its insurance carrier.

IN WITNESS WHEREOF, the Board of Directors of Westerfield Square Property Owners' Association has caused this Second Amended and Restated Declaration of Covenants and By-Laws for Westerfield Square Property Owners' Association to be executed as of the date first above written.

BOARD OF DIRECTORS OF WESTERFIELD SQUARE
PROPERTY OWNERS' ASSOCIATION

By: 

Its President

Attest:


Its Secretary

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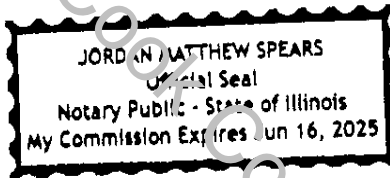
STATE OF ILLINOIS)
)
SS. COUNTY OF COOK)

I, Jordan Matthew Spears, a Notary Public in and for said County in the State
aforesaid, do hereby certify that Susan D. Watson and

William H. Pickrell, personally known to me to be the President and Secretary, respectively,
of the Westerfield Square Property Owner's Association, appeared before me this day in person and
acknowledged that as such President and Secretary, they signed and delivered the above instrument as
their free and voluntary act and as the free and voluntary act of the Westerfield Square Property Owner's
Association, for the uses and purposes therein set forth and pursuant to their authority as officers of said
Association.

Given under my hand and seal this 25th day of March, 2022.

NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

WESTERFIELD SQUARE, BEING A RESUBDIVISION OF THE EAST ½ OF FRACTIONAL SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 26, 1966 AS DOCUMENT NO. 2253372, AND RECORDED WITH THE RECORDER OF DEEDS AS DOCUMENT NO. 19722379, AND CERTIFICATE OF CORRECTION THEREOF REGISTERED ON FEBRUARY 17, 1966 AS DOCUMENT NO. 2256817, AND RECORDED MARCH 14, 1966 AS DOCUMENT NO. 19764951, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WESTERFIELD SQUARE DATED FEBRUARY 16, 1966 AND RECORDED MARCH 21, 1966 AS DOCUMENT NO. 19771628 AND FILED AS LR 2261568 BY HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 16, 1964 AND KNOWN AS TRUST NO. 31683 AND PLAT OF SUBDIVISION OF WESTERFIELD SQUARE RECORDED JANUARY 26, 1966 AS DOCUMENT NO. 19722379 AND FILED JANUARY 26, 1966 AS DOCUMENT NO. LR 2253372 AND AS CREATED BY THE DEED FROM HARRIS TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NO. 31683 TO MARGARET G. HERMES DATED JANUARY 25, 1968 AND RECORDED FEBRUARY 14, 1968 AS DOCUMENT NO. 20404770 FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS: THAT PART OF THE "COMMON AREA" SHOWN ON THE PLAT OVER LOTS 1 TO 8, BOTH INCLUSIVE, IN WESTERFIELD SQUARE AFORESAID, IN COOK COUNTY, ILLINOIS.

PIN NO.	ADDRESS
05-27-400-055	921 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-060	913 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-065	907 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-070	845 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-075	837 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-080	831 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-081	819 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-082	817 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-083	815 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-084	813 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-085	811 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-086	809 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-087	1435 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-088	1425 Sheridan Road, Wilmette, Illinois 60091
05-27-400-089	1423 Sheridan Road, Wilmette, Illinois 60091
05-27-400-090	1421 Sheridan Road, Wilmette, Illinois 60091

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05-27-400-091	1419 Sheridan Road, Wilmette, Illinois 60091
05-27-400-092	1417 Sheridan Road, Wilmette, Illinois 60091
05-27-400-093	1415 Sheridan Road, Wilmette, Illinois 60091
05-27-400-094	1435 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-095	1437 Sheridan Road, Wilmette, Illinois 60091
05-27-400-096	1435 Sheridan Road, Wilmette, Illinois 60091
05-27-400-097	1433 Sheridan Road, Wilmette, Illinois 60091
05-27-400-098	1431 Sheridan Road, Wilmette, Illinois 60091
05-27-400-099	1429 Sheridan Road, Wilmette, Illinois 60091
05-27-400-100	1427 Sheridan Road, Wilmette, Illinois 60091
05-27-400-101	923 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-102	921 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-103	919 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-104	917 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-105	915 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-106	913 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-107	911 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-108	909 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-109	907 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-110	905 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-111	903 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-112	901 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-113	825 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-114	831 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-115	831 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-116	829 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-117	827 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-118	825 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-119	823 Westerfield Drive, Wilmette, Illinois 60091
05-27-400-120	821 Westerfield Drive, Wilmette, Illinois 60091

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EXHIBIT B

BY-LAWS OF WESTERFIELD SQUARE PROPERTY OWNERS' ASSOCIATION

ARTICLE I

PURPOSE AND POWERS

1.1 **PURPOSE AND POWERS.** The purposes of the Association as stated in its articles of incorporation are civic, and in furtherance of said purposes the Association shall have power to perpetually own, hold, maintain, improve and beautify all of the property, sidewalks, driveways, lawns and parking areas designated as the "Common Area" on the Westerfield Square plat of Resubdivision, recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 19722379, which Common Area is to be held for the use of each and all of the Unit Owners and Occupants of any Unit in the Association and to do all things necessary in connection with the management and operation of a homeowners' association, including, but not limited to, providing for the maintenance and regulation of the use of the Units and garages located in the Association; to do all that is necessary, incidental to, or in any way connected with said powers and purposes, or any of them, it being the purpose of the Association to provide for the welfare, maintenance, improvements and beauty of the Association; and to do all of the things herein enumerated without profit to itself. The Association also has such powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois (the "Act").

1.2 **DEFINITIONS.** Terms used herein with initial capital letters and which are defined in the Second Amended and Restated Declaration of Covenants for Westerfield Square Property Owners' Association (the "Declaration") have the meanings set forth in the Declaration.

ARTICLE II

OFFICES

2.1 **OFFICES.** 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.

ARTICLE III

MEMBERS

3.1 **SINGLE CLASS OF MEMBERSHIP.** The Association shall have one class of Members comprised solely of the Owners of Units in the Association.

3.2 **MEMBERSHIP.** Upon the acquisition of any Unit in the Association, such acquiror shall, upon taking title thereto, automatically become a Member of the Association. Where a Unit is owned by more than one Person, such Persons shall be considered collectively as one Member, and any such Person (i) may receive notices to such Member, (ii) is eligible to serve as a Director, (iii) may vote on behalf of such Member in votes of the Members, and (iv) may take other actions on behalf of such Member. In the event title to any Unit is held by a trust, such trust, and each beneficiary of such trust and

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his or her spouse, or civil union partner as set forth in the Illinois Religious Freedom Protection and Civil Union Act, residing in the Unit, together shall collectively be considered as one Member, and any such Person (i) may receive notices to such Member, (ii) other than the trust, is eligible to serve as a Director, (iii) may vote on behalf of such Member in votes of Members, and (iv) may take other actions on behalf of such Member.

3.3 VOTING RIGHTS. Each Member shall be entitled to one vote on each matter submitted to a vote of the Members. Where a Unit is owned by more than one Person, or where a trust holds title to a Unit and one or more persons are the beneficiaries of such trust, or is a spouse or civil union partner of such a beneficiary, residing in the Unit, such Persons shall collectively be entitled to only one vote.

3.4 TERMINATION OF MEMBERSHIP. Upon the transfer of ownership of any Unit in accordance with these By-Laws, or ceasing to be a beneficiary in any trust holding title to a Unit, or termination of a spousal or civil union relationship or residency in a Unit as described in Section 3.2 above, any Person who was included as a Member as a result of such ownership, beneficiary status, relationship or residency shall cease to be a Member in the Association.

3.5 TRANSFER OF MEMBERSHIP. Membership in the Association is not transferable or assignable, except such transfer as shall result from a transfer of ownership pursuant to subsection 3.2 above.

3.6 INSTALLMENT CONTRACT PURCHASERS. Upon proof of purchase, the purchaser of a Unit from a seller pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of Directors at any meeting of the Members called for purposes of electing Directors, shall have the right to vote in the election of Directors and shall have the right to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

ARTICLE IV

MEETINGS OF MEMBERS

4.1 ANNUAL MEETING. The annual meeting of the Members shall be held on the 2nd Wednesday of June in each year at the hour of 7:00 P.M., or such other time as directed by the Board, for the purpose of electing Directors as provided in Article V hereof, and for the transaction of such other business as may properly come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members called as soon thereafter as conveniently may be. If no election is held to elect Directors within the time period specified above, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified herein. If a court finds that an election was not held to elect Directors within the required period due to the bad faith acts or omissions of the Board, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association unless the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum; in which case this provision shall not apply.

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4.2 SPECIAL MEETING. Special meetings of the Members may be called by the president of the Association, by twenty five percent (25%) of the Directors, or by twenty percent (20%) of the Members.

4.3 PLACE OF MEETING. The Board may designate any reasonable place of meeting for any annual meeting or for any special meeting of Members called by the Board, including by conducting a meeting by use of Acceptable Technological Means. If no designation is made, the place of meeting shall be the registered office of the Association in the State of Illinois. Notwithstanding the foregoing or any other provision of these By-Laws, if all of the Members shall meet at any time and place, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

4.4 NOTICE OF MEETINGS. Notice of any Members meeting shall be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a Prescribed Delivery Method. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

4.5 WAIVER OF NOTICE. Waiver of notice in writing signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance by any Person at any meeting shall constitute waiver of notice thereof unless such Person at the meeting objects to the voting of the meeting because proper notice was not given.

4.6 INFORMAL ACTION BY MEMBERS. Any action required to be taken at a meeting of the Members of the Association, or any other action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be approved in writing by the requisite percentage vote of the Members entitled to vote with respect to the subject matter thereof. If such consent is signed by less than all of the Members entitled to vote, then such consent shall become effective only:

- (a) If, at least five (5) days prior to the effective date of such consent, a notice in writing of the proposed action, is delivered to all of the Members entitled to vote with respect to the subject matter thereof, and
- (b) If, after the effective date of such consent, prompt notice in writing of the taking of the corporate action without a meeting is delivered to those Members entitled to vote who have not consented in writing.

4.7 QUORUM. No business may be conducted at any annual or special meeting unless a quorum is present. Members holding twenty percent (20%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice. If a quorum is present and if proper notice has been given, the affirmative vote of a majority of the Members present and voted in person or by proxy shall be the act of the Members unless the vote of a greater number of votes is required by law or these By-Laws.

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4.8 **MANNER OF VOTING.** Votes cast under any of the subsections set forth below are valid for purposes of establishing a quorum. A Member may vote:

- (a) By proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the written proxy itself provides otherwise, the proxy will not be valid for more than 11 months after the date of its execution.
- (b) By submitting an Association-issued ballot in person at the meeting.
- (c) By an electronic or Acceptable Technological Means provided that the Board has adopted appropriate rules for conducting voting by electronic or Acceptable Technological Means. Instructions regarding the use of electronic means or Acceptable Technological Means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the meeting. If the meeting is for the purpose of electing Directors, the instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the Person voting through electronic or Acceptable Technological Means the opportunity to cast votes for candidates whose names do not appear on the ballot. A Member who submits a vote using electronic or acceptable Technological means may request and cast a ballot in person at the meeting, and thereby void any vote previously submitted by that Member.

ARTICLE V

BOARD OF DIRECTORS

5.1 **GENERAL POWERS.** The affairs of the Association shall be managed by its Board of Directors. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Areas or more than one Unit, on behalf of the Members or Unit Owners as their interests may appear.

5.2 **NUMBER, TENURE AND QUALIFICATIONS.** The number of Directors shall be six (6), each of whom shall be eligible to serve as a Director under the terms of Section 3.2 above. Three Directors shall be from Phase 1 and three Directors shall be from Phase 2. Directors shall serve staggered two-year terms so that the term of office of three Directors shall expire each year. The Directors shall be classified into two classes: the first class consisting of one Director from Phase 1 and two Directors from Phase 2, with two year terms commencing and ending in even numbered years, and the second class consisting of two Directors from Phase 1 and one Director from Phase 2, with two year terms commencing and ending in odd numbered years, provided that a Director elected to fill the unexpired term of a Director who has resigned or been removed (or otherwise ceased to hold office) shall hold office until the end of that unexpired term. Each Director shall hold office until the annual meeting of the Members in the year his or her

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term expires or until his or her successor has been elected and qualified. There shall be no limit to the number of successive or non-successive terms which a Director may serve.

The president of the Association shall appoint a Nominating Committee prior to the annual meeting of the Members. That committee shall select three candidates to be elected at the annual meeting for the two-year terms that will commence at that annual meeting. The names of the persons so selected shall be placed in nomination at the annual meeting. Other nominations may be made from the floor at the time of the annual meeting. In an election in which one Director from Phase 1 and two Directors from Phase 2 are being elected, the candidate from Phase 1 receiving the greatest number of votes among the candidates from Phase 1 and the two candidates from Phase 2 receiving the greatest number of votes among the candidates from Phase 2 shall be elected. In an election in which two Directors from Phase 1 and one Director from Phase 2 are being elected, the two candidates from Phase 1 receiving the greatest number of votes among the candidates from Phase 1 and the candidate from Phase 2 receiving the greatest number of votes among the candidates from Phase 2 shall be elected. No Member may cumulate votes in any election of Directors.

5.3 REGULAR MEETINGS. A regular annual meeting of the Board shall be held, without any additional notice, immediately after, and at the same place as, the annual meeting of Members. The Board may provide by resolution the time and place for holding of additional regular meetings of the Board without other notice than such resolution. The Board shall meet at least 4 times annually. Regular meetings may be conducted using Acceptable Technological Means.

5.4 SPECIAL MEETINGS. Special meetings of the Board may be called by the president or by twenty five percent (25%) of the Directors. The Person or Persons authorized to call special meetings of the Board may fix any reasonable place as the place for holding any special meeting of the Board called by them. Special meetings may be conducted using Acceptable Technological Means.

5.5 NOTICE. Notice of any special meeting of the Board shall be given at least forty eight (48) hours prior thereto by a Prescribed Delivery Method. Any Director may waive notice of any meeting, in writing. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws. The Board shall give the Members notice of all Board meetings at least forty eight (48) hours prior to the meeting by sending notice using a Prescribed Delivery Method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the Common Areas of the Association at least forty eight (48) hours prior to the meeting. The Board shall give Members notice, through a Prescribed Delivery Method, of any Board meeting in which the Board proposes to, or will, adopt (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment, at least 10 but not more than 60 days prior to the meeting.

5.6 QUORUM. A Majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a Majority of the Board are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

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5.7 **MANNER OF ACTING.** The act of a majority of the Directors present at a meeting, at which a quorum is present, shall be the act of the Board, except where otherwise provided by law or by these By-Laws .

5.8 **VACANCIES.** If there is a vacancy on the Board, the remaining Directors may fill the vacancy by vote of not less than two-thirds (2/3rds) of the remaining Directors until the next annual meeting of the Members or until the Board calls, or Members holding twenty percent (20%) of the votes of the Association request, a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association.

5.9 **COMPENSATION.** Directors, as such, shall not receive any stated salaries for their services, provided, that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor. Directors can and shall be reimbursed for any expenses reasonably incurred by that Director for and on behalf of the Association.

5.10 **COMMITTEES.** A Majority of the Board may create one or more committees and appoint Directors, and such other Persons as the Board designates, to serve on the committee or committees. Such committees shall serve only in an advisory capacity.

5.11 **INFORMAL ACTION BY DIRECTORS.** Any action required or permitted by law or these By-Laws to be taken by the Board may be taken without a meeting if a consent in writing, signed by all of the Directors, setting forth the action so taken shall be delivered to the Secretary to be filed with the corporate records.

5.12 **MULTIPLE OWNERS.** If there are multiple owners of a single Unit, or there are multiple persons who are beneficiaries of a trust that holds title to a Unit, or who are otherwise eligible to serve as a Director under Section 3.2 above, and are residents in such Unit, only one such person shall be eligible to serve as a Director at any one time, unless such a person is eligible to serve as a Director as a result of such person's ownership of another Unit, or such person being a beneficiary of a trust which owns another Unit (or being a spouse or civil union partner of such beneficiary).

5.13 **REMOVAL OF BOARD MEMBER.** Two-thirds (2/3) of the Members may remove a Director from the Board at a duly called special meeting of the Members.

5.14 **OPEN MEETINGS.** Meetings of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a Member's or Unit Owner's unpaid share of Common Expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner.

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5.15 **UNIT OWNER COMMENT.** The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board.

ARTICLE VI

OFFICERS

6.1 **OFFICERS.** The officers of the Association shall be a president, one or more vice presidents (the number thereof to be determined by the Board), a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this Article VI. The Board may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same Person, except that the president can hold no other office.

6.2 **ELECTION AND TERM OF OFFICE.** The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is practicable and convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

6.3 **REMOVAL.** Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment it is in the best interests of the Association.

6.4 **VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term of his or her predecessor in office.

6.5 **PRESIDENT.** The president shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the Members and of the Board. He or she may sign, with the secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these By-Laws or by statute to some other officer or agent of the Association; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board from time to time.

6.6 **VICE PRESIDENT.** In the absence of the president, or in the event of his or her inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents, in the order designated, or in the absence of any designation then in the order of their election) shall perform the duties of the president, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as from time to time may be assigned to him or her by the president or by the Board.

6.7 **TREASURER.** If required by the Board, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties

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as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws, and, in general, perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the Board.

6.8 SECRETARY. The secretary shall keep the minutes of the meetings of the Members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to and shall attest to all documents, the execution of which, on behalf of the Association under its seal as and when legally required, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; and, in general, perform all duties incident to the office of secretary and such other duties as from time to time maybe assigned to him or her by the president or by the Board.

6.9 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. If required by the Board, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the president or the Board.

ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

7.1 CONTRACTS. The Board may authorize any officer or officers, or 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 in the name of and on behalf of the Association and such authority may be general or confined to specific instances. The Association may not enter into a contract with a current Director, or with a corporation or partnership in which a Director or a member of his or her immediate family has a twenty five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Members, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this subsection, a Director's immediate family means the Director's spouse, parents, siblings, and children.

7.2 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, or 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

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instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the Association.

7.3 DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

7.4 GIFTS. 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.

7.5 FUNDS HELD BY MANAGEMENT AGENT. Any Management Agent holding the Association's reserve funds shall, at all times, maintain a separate account for the Association, unless by contract the Board authorizes the Management Agent to maintain the Association's Reserve Account in a single account with other community associations for investment purposes. With the consent of the Board, the Association's Management Agent may hold all of the Association's operating funds and the funds of other community associations which it manages in a single operating account, provided that such Management Agent, at all times, maintains records identifying all moneys of each community association in such operating account. Such operating and reserve funds held by the Management Agent for the Association shall not be subject to attachment by any creditor of the Management Agent and the funds shall not, in any event, be commingled with funds of the Management Agent or the firm of the Management Agent. The maintenance of these accounts shall be custodial, and the accounts shall be in the name of the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.1 BOOKS AND RECORDS. The Association shall maintain customary books and records in such manner and form as is approved by the Board. The Association shall seek to collect all records of, or of value to, the Association and store them in a safe and centralized manner. The Association's books and records shall be deposited with such officer of the Association as the Board determines from time to time, and such officer shall be charged with the responsibility of safekeeping and maintaining such books and records.

8.2 RECORDS AVAILABLE FOR EXAMINATION. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Unit Owner in the Association subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other Community Instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and other

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expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

- (c) The minutes of all meetings of the Board shall be maintained for not less than seven (7) years.
- (d) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one (1) year.
- (e) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not For Profit Corporation Act of 1986 shall be maintained.

8.3 FEE PERMITTED. A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

8.4 BOARD FAILURE TO RESPOND. Where a request for records under Section 8.2 above is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board. If the Board fails to provide records properly requested under Section 8.2 within the time period provided herein, the Member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the Member prevails and the court finds that such failure is due to the acts or omissions of the Board.

8.5 RESALE DISCLOSURES. In the event of any resale of a Unit in the Association by a Unit Owner, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

- (a) A copy of the declaration, other instruments, and any rules and regulations.
- (b) A statement of any liens on the Unit held by the Association, including a statement of the account of the Unit setting forth the amount of unpaid assessments and other charges due and owing.
- (c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (d) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.
- (e) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.
- (f) A statement of the status of any pending suits or judgments in which the Association is a party.
- (g) A statement setting forth what insurance coverage is provided for all Members or Unit Owners by the Association for the Common Areas.

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8.6 RESPONSE TIME AND COSTS. The principal officer of the Association or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information. A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the Unit seller for providing the information.

8.7 PAID ASSESSMENT CERTIFICATE. Upon demand received by any Member, the Board shall issue to the Member so requesting, a certificate setting forth whether any assessment has been paid by that Member. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

8.8 NON-DISCLOSURE PERMITTED. Notwithstanding the provisions of this Article VII, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its Members:

- (a) documents relating to appointment, employment, discipline, or dismissal of Association employees;
- (b) documents relating to actions pending against or on behalf of the Association or the Board in a court or administrative tribunal;
- (c) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or the Board in a court or administrative tribunal;
- (d) documents relating to Common Expenses or other charges owed by a Member other than the requesting Member; and
- (e) documents provided to the Association in connection with the lease, sale, or other transfer of a Unit by a Member other than the requesting Member.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

SEAL

10.1 SEAL. The Board shall provide 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."

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ARTICLE XI

WAIVER OF NOTICE

11.1 **WAIVER OF NOTICE.** Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or other statute or under the provisions of the articles of incorporation, the Declaration or By-Laws of the Association, a waiver thereof in writing signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the Person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XII

AMENDMENTS TO BY-LAWS

12.1 **AMENDMENTS.** These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a Majority of the Board present at any regular meeting or at any special meeting, provided that at least two (2) days written notice is given to Members of the intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES, AGENTS - INSURANCE

13.1 **INDEMNIFICATION.** The Association may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association or who is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

13.2 **INDEMNIFICATION REGARDING ASSOCIATION CLAIMS.** The Association may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Director, officer, employee or agent of the Association, or is or was serving at the

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request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

13.3 SUCCESSFUL DEFENSE. To the extent that a present or former Director, officer or employee of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 13.1 and 13.2 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, if that person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association.

13.4 BOARD DETERMINATION REQUIRED. Any indemnification under this Article XIII (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standards of conduct set forth above. Such determination shall be made (1) by the majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, (2) by a committee of such Directors, even though less than a quorum, designated by a majority vote of such Directors, (3) if there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion, or (4) by the Members entitled to vote, if any.

13.5 ADVANCEMENT OF EXPENSES. Expenses (including attorneys' fees) incurred by a Director or officer of the Association in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized by this Article XIII. Such expenses (including attorneys' fees) incurred by former Directors and officers or other employees and agents of the Association or by persons serving at the request of the Association as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid on such terms and conditions, if any, as the Association deems appropriate.

13.6 INDEMNIFICATION NOT EXCLUSIVE. The indemnification and advancement of expenses provided by or granted under this Article XIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, vote of Members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the articles of incorporation or a

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By-Law shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act or omission has occurred.

13.7 DIRECTOR'S AND OFFICER'S LIABILITY INSURANCE. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article XIII. If the Association has paid indemnity or has advanced expenses under this Article XIII to a Director, officer, employee or agent, the Association shall report the indemnification or advance in writing to the Members entitled to vote with or before the notice of the next meeting of the Members entitled to vote.

13.8 FIDELITY INSURANCE. The Association shall obtain and maintain fidelity insurance covering Persons who control or disburse funds of the Association for the amount of coverage that the Board determines is commercially available or reasonably required to protect funds in the custody or control of the Association. All Management Agents which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the Management Agent at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a Management Agent.

13.9 CONTINUING RIGHTS. The indemnification and advancement of expenses provided by or granted under this Article XIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of that person.

ARTICLE XIV

USE OF TECHNOLOGY

14.1 USE OF TECHNOLOGY. Any notice required to be sent or received for signature, vote, consent, or approval required to be obtained by the Declaration, the By-Laws or under any other Community Instrument or any provision of the Illinois Common Interest Community Association Act may be accomplished using the technology generally available at that time. This Section governs the use of technology in implementing the provisions of any Community Instrument or any provision of the Illinois Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

14.2 VERIFICATION. The Association, Unit Owners, and other Persons entitled to occupy a Unit may perform any obligation or exercise any right under the Declaration, the By-Laws or under any other Community Instrument or any provision of the Illinois

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Common Interest Community Association Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability.

14.3 ELECTRONIC SIGNATURE. A verifiable electronic signature satisfies any requirement for a signature under the Declaration, the By-Laws or under any other Community Instrument or any provision of the Illinois Common Interest Community Association Act.

14.4 ELECTRONIC RECORD. Voting on, consent to, and approval of any matter under the Declaration, the By-Laws or under any other Community Instrument or any provision of the Illinois Common Interest Community Association Act may be accomplished by Electronic Transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

14.5 NOTARY NOT REQUIRED. Subject to other provisions of law, no action required or permitted by the Declaration, the By-Laws or under any other Community Instrument or any provision of the Illinois Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the Person can otherwise be authenticated to the satisfaction of the Board.

14.6 NON-TECHNOLOGICAL MEANS. If any Person does not provide written authorization to conduct business using Electronic Transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the Person without the use of Electronic Transmission or other equivalent technological means.

14.7 NOTICE OF LEGAL PROCESS. This Article XIV does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collect a Common Expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Illinois Common Interest Community Association Act.