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Section 1. Annual Meeting. The annual meeting of the Owners shall be held on the third Monday of January at 7:30 p.m. If the day for the annual meeting of the Owners is a legal holiday, the meeting will be held at the same hour on the first holiday, the meeting will be held at the same hour on the first

WEBLING OF OWNERS

VELICIE III

the Declaration.

Section 4. The terms "Common Area" or "Common Areas," "Declarant," "Lot,", "Member," "Owner," "Property" and "Unit" shall have those meanings as set forth in

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Section 3. "Declaration" or "Covenants, Conditions and Restrictions" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applied be to the property recorded in the office of the Recorder of Deeds of Cook County,

Section 2. "Board" or "Gard of Directors" shall mean and refer to the Board of Directors of the Association selected pursuant to the terms of the Declaration, the Articles of Incorporation of the Association, and these By-Laws.

Section 1. "Association" shall mean and refer to the profit corporation, the successors and assigns.

DEFINITIONS

VELICIE II

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The name of the corporation is WEATHERSFIELD NORTH TOWNHOME ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located in Schaunturq, Illinois, but meetings of Owners and Directors may be held at such places within five (5) miles of the Weathersfield North Townhome Association office as may be designated by the Board of Directors.

NAME AND LOCATION

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MENTHERSFIELD NORTH TOWNHOME ASSOCIATION

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Section 1. Annual decting. The continuent is that of the common and the book of the continuent at 2:10 occur. The chart for the annual provide of the annual provide of the annual provide of the annual policy, the continuent will be believed on the continuent of the continuent and continuent

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Section 2. Special Meetings. Special meetings of the Owners may be called at any time by the president or by the Board of Directors, or upon written request of the Owners who are entitled to vote one third (1/3) of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the Owners shall be given by, or at the direction of, the secretary or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Owners entitled to cast or of proxies entitled to cast one-fifth (1/5) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Protective Covenants, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereor shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot.

Section 6. Place of Meetings. All meetings shall be held at such places as may be designated in the notice of such meetings and shall be within five (5) miles of the office.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. <u>Number</u>. The affairs of this Association shall be managed by a Board of Directors. The Board of Directors shall be five (5) in number, who must be members of the Association.

Section 2. Term of Office. At the first annual meeting the Owners shall elect two (2) directors for a term of one (1) year, and three (3) directors for a term of two (2) years; and at each annual meeting thereafter the Owners shall elect two (2) directors for a term of two (2) years.

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Section 3. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of Owners present in person or by proxy at any regular or special menting of the Owners. In the event of the removal of a director, his successor shall be selected at the meeting during which he was removed, and such successor shall serve the unexpired term of his predecessor. In the event of the death, resignation, or refusal or inability to act of any director, other than a removed director, the remaining members of the board of Directors may select a successor to serve until the next regular or special meeting of the Owners at which time the Owners shall select a permanent successor to fill the unexpired term of his predecessor.

Section 4. Compensation. Each duly elected director shall be compensated for directorial services on a monthly basis in an amount equal to sixty-six and two thirds (66 2/3%) percent of the monthly general maintenance assessment per unit in effect at that time, provided, however, that in no case shall such compensation exceed \$5,0000 per year, other than reimbursement for actual expenses. In addition, any director may be reimbursed for his actual expenses incurred in the performance of his duties and may be compensated for non-directorial services, as long as these services have been approved in advance by four-fifths (4/5) of the entire Board of Directors.

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

Section 6. Non-liability of the Board of Directors and Officers of the Association. The directors and officers of the Association shall not be personally liable to the Owners, to the Association, or to others for any mistake in judgement or for any other acts or omissions of any nature whatshever as such directors or officers, except for any acts or omissions found by T a court to constitute gross negligence, willful misconduct or fraud. The Association shall indemnify and hold harmless each of the directors and officers (and their respective successors), against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers, on behalf of the Owners, or arising out of their status as directors or officers, unless any such contract or act shall have been made fraudulently, or through willful misconduct or gross negligence. It is intended that the foregoing indemnification shall include indemnification against all judgments, costs and expenses (including, without limitation, counsel fees and expenses) reasonably incurred in connection with the defense of any claim, action, suit or proceeding whether civil, criminal, administrative or other, in which any such

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director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnification shall not be operative with respect to any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct or fraud in the performance of his duties as such director or officer. The Association shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obliqations under this paragraph. Every agreement made by the directors or officers, on behalf of the Owner or Association shall be deemed to provide that the directors or officers, as the case may be, are acting only as agents for the Owners or Association and shall have no personal liability thereunder (except as Owners).

ARTICLE V

HOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

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

- a) To serve written notice on the Owners at least sixty (60) days prior to the annual meeting of the number of probable vacancies in the Board of Directors to be filled at such annual meeting and in what manner the Nominating Committee is accepting applications and recommendations as to such positions.
- b) To accept all applications for nomination which may be tendered to it. Applications will be accepted up to fourteen (14) days prior to the date of the annual meeting. Anyone interested in being nominated after this time must be so nominated from the floor at the annual meeting.
- c) To nominate any number of additional qualified individuals. In no event shall the number of applicants plus the number of additional nominees be less than the then known number of vacancies.

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Owners may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Protective Covenants. The person receiving the largest number of votes shall be elected. In the event vacancies to the Board of Directors of different terms shall be available, those persons receiving the highest number of votes shall fill the vacancies having the longest remaining term. In the event of a tie vote as to any particular vacancy, the Board of Directors, as constituted after the acqual meeting, except for the individuals involved in the tie vote, shall make the final determination. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly with adequate notice, at such place and hour as may be fixed from time to time by resolution of the Board. Adequate notice shall consist of a written announcement to Owners, or notice in the Association newsletter, if any. Should said meeting fall open a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. <u>Powers</u>. The Board of Directors shall have the power to:

a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not

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reserved to the Owners by other provisions of these By-Laws, the Articles of Incorporation, the Covenants, Conditions and Restrictions or the Not-For-Profit Corporation Act of the State of Illinois;

- b) Declare the office of a member of the Board of Directors to be vacant in the event of such member being absent from three (3) consecutive regular meetings of the Board of Directors;
- c) Employ a manager, independent contractor, or such other employees as they deem necessary, and to prescribe their duties. Any employee shall be hired only for a reasonable term with a 30 day right to terminate employment.
- d) Adopt and publish rules and regulations governing the use of the common areas and facilities, all the personal conduct of the Owners, their Occupants and guests thereon, and to establish penalties for the infraction thereof; and
- e) Suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for intraction of published rules and regulations.
- Section 2. <u>Duties</u>. It shall be the duty of the Board of Directors to:
- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Owners, or at any special meeting when such statement is requested in writing by one third (1/3) of the Owners who are entitled to vote;
- b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c) As more fully provided in the Covenants, Conditions and Restrictions to:
- 1. Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each assessment period; and
- 2. Take an action in law or to foreclose the lien against any unit for which assessments are not paid within thirty (30) days after due date or to bring an action at law including forcible entry and detainer pursuant to the Illinois Code of

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Civil Procedure, against the Owner personally obligated to pay the same, and assess any other fines and penalties against defaulting Unit Owners for non-payment of assessments;

- d) Issue, or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable and uniform charge may be made by the Association for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- c) Procure and maintain adequate liability insurance, and workmen's compensation and director's liability as may be required:
- f) Choise all officers or employees having fiscal responsibilities to be bonded, as It may deem appropriate;
- g) Cause the exterior maintenance of Living Units to be maintained as may be required by the provisions of the Covenants, Conditions and Restrictions on an equitable basis.

ARTICLE VILL

OFFICERS AND THEIR DUTIES

- Section 1. <u>Enumeration of Offices</u>. The officers of this Association shall be a president and vice president, who shall at times be members of the board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.
- Section 2. <u>Election of Officers</u>. The election of officers shall take place at the first meeting of the Poard of Directors following each annual meeting of the Owners.
- Section 3. Term. The officers of this Association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.
- Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.
- Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary

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of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

Section 8 <u>Duties</u>. The duties of the officers are as follows:

PRESIDENT

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

VICE-PRESIDENT

b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice-President by the Board of Directors.

SECRETARY

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

TREASURER

d) The treasurer shall receive and deposit in appropriate bank accounts all moines of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; shall cause an annual audit of the

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Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures for the Owner at the annual meeting, and deliver a copy to each such owners.

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Covenants, Conditions and Restrictions, each Owner is obligated to pay to the Association annual and special assessments which are stepted by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (185), and the Association shall, at its option, bring an action at law, including forcible Entry and Detainer, against the Owner or property, or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the due amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for by nonuse of the Common Properties or abandonment of his Lot.

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ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WEATHERSFIELD NORTH TOWNHOME ASSOCIATION.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting, by the majority of Owners voting in person or by proxy at such meetings. For the purpose of amending these By-Laws, a quorum shall consists of twenty percent (20%) of the Owners in person or by proxy.

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

ARTICLE IX

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the WEATHERSFIELD NORTH TOWNHOME ASSOCIATION, nave hereunto set our hands this 20 day of 1965.

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