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**KAREN A. STUKEL**  
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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
FOR TAMARACK FAIRWAYS HOMEOWNERS ASSOCIATION

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**AMENDED  
AND  
RESTATED  
DECLARATION OF  
RESTRICTIONS  
FOR  
TAMARACK FAIRWAYS  
HOMEOWNERS  
ASSOCIATION**

WHEREAS, the Amended Declaration of Restrictions on Lots in Tamarack Fairways Units 2, 3, 4, 5, 6 and 7 was recorded with the Will County Recorder of Deeds as Document Number R2006061337 against the property depicted on Exhibit B to this Amended and Restated Declaration; and

WHEREAS, the Declaration has been amended since the Amended Declaration was recorded, including by amendments recorded with the Will County Recorder of Deeds as Document Number R2014041157; and

WHEREAS, Section 18.5(h)(1) of the Condominium Property Act, which governs associations like the Association, permits the Board of Directors to amend and restate the declaration and by-laws to bring them into compliance with the law and to incorporate all of the amendments into one document; and

WHEREAS, the By-laws of the Association were never recorded along with the Declaration against the property; and

WHEREAS, the Board of Directors of the Association desires to adopt an Amended and Restated Declaration and By-Laws to provide the membership with one clean set of documents; and

WHEREAS, the owners of the lots within the Association shall hold title to said real estate subject to the restrictions and covenants contained herein which shall bind the land; and

NOW THEREFORE, the following shall be the Amended and Restated Declaration of Restrictions for Tamarack Fairways Homeowners Association:

## ARTICLE I

Section 1. Lots within the Property shall be used for single family residences and for no other purpose. No other structure shall be constructed on any lot prior to such residence being erected. "Lot" shall mean and refer to any plot of land designated as a numbered lot upon any recorded subdivision plat or map of the Property. No commercial enterprise of any type whatsoever shall be permitted or maintained on any of the lots. Model homes may be maintained only for a period of not more than one year after completion of said home without having been listed for sale in the Multiple Listing Service. For purposes of this declaration, a home office which is not designated by exterior signs and does not create additional vehicle traffic will not be considered a commercial enterprise.

Section 2. Other than the residence, there shall be no obstruction or structures erected on any lot without the prior written approval of the Architectural Beautification Committee. No cyclone fences will be allowed. No stockade fences will be allowed except around swimming pools. Any fencing, including exterior fencing on the perimeter of the subdivision, shall be subject to the approval of and within the specifications set forth by the Architectural Beautification Committee.

Section 3. No one story residence shall be erected comprised of less than 2,400 square feet of area, exclusive of accessory buildings, such as garages, breezeways, porches and carports. Two story residences shall be comprised of not less than 3,000 square feet of area, exclusive of accessory buildings, such as garages, breezeways, porches and carports. Bi-level homes shall be comprised of not less than 2,100 square feet of area, on the sum of any two levels exclusive of accessory buildings, such as garages, breezeways, porches and carports. No prefabricated, manufactured, existing structures, log homes or log sided homes shall be erected, and all residences shall have an attached garage accommodating a minimum of three automobiles.

Section 4. No lot abutting or adjacent to the golf course shall have erected thereon any fence, wall, barrier or structure of any type, material or description, within 40 feet of the golf course property line, except that, with the approval of the Architectural Beautification Committee, an appropriate barrier not to exceed one foot in height may be erected.

Section 5. The owners of lots abutting or adjacent to the golf course, their grantees, successors and assigns, shall not give unreasonable interference to any golfer retrieving a misplayed ball from their property within 40 feet of the golf course property line.

Section 6. Each owner of a lot in Tamarack Fairways Units No. 2, 3, 4, 5, 6 and 7 shall complete all sidewalk improvements designated on engineering improvement plans for the subdivision, no later than 30 days from the date of issuance of Will County occupancy permit. All driveways shall be paved concrete, bituminous or brick pavers and shall be completed not later than 30 days from the issuance of Will County occupancy permit. Any homeowner may apply in writing to the Architectural Beautification Committee for an extension of this time period.

Section 7. The parking of any vehicle shall be restricted to only those vehicles small enough to be accommodated within the lot's closed garage. Trailers, boats, mobile homes and other recreational vehicles may be parked outside of the garage on a lot for a period not to exceed seven days for maintenance or other purposes provided that these vehicles are removed completely from the property no later than the seventh day. The parking of restricted vehicles by visitors will be permitted for a period not to exceed seven days. In the event that a vehicle is abandoned on the streets within the Association, the Board has the authority to forward any relevant information to a local governmental entity to have the vehicle towed from the Association.

Section 8. No more than two commercial or instructional signs of any kind in excess of four square feet shall be displayed to the public view on any lot, except one sign of not more than 12 square feet advertising the property for sale or rent.

Section 9. No animals, livestock, poultry, fowl or pigeons of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No dog kennels or dog runs of any type shall be kept or maintained on any of the lots and no household pets of any type whatsoever shall be kept, maintained or housed anywhere on any of the lots, except inside the dwelling unit. Owners of household pets shall be responsible for cleaning up after their pets and shall repair and pay for any damage caused by their pets.

Section 10. All lots, including vacant lots, shall be maintained at the minimum standards set forth by the appropriate governmental ordinance. Trash, garbage or other waste shall not be kept, except in sanitary containers which must be properly maintained. Trash, garbage and other waste containers shall be stored, kept and maintained within the dwelling units, within the garages on each of the lots or may be stored outside of the dwelling units or garage if they are completely screened from view from the street and adjacent dwelling units. Garbage and waste containers may be placed at the curb on such days, or after 7 p.m. on the evening prior to such days as trash, garbage or other waste materials is to be collected and removed.

Section 11. No drilling, except for owner's water wells, or mining operations of any type whatsoever shall be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the lots.

Section 12. No exterior television antennas or radio antenna towers shall be erected or installed and maintained, temporarily or permanently. Satellite dishes and other ancillary communication devices properly disguised and screened may be permanently affixed to the property with the prior approval of the Architectural Beautification Committee.

Section 13. No above ground swimming pools of any type whatsoever shall be erected or installed upon any residential parcel of land within the Property.

Section 14. No attachments, structures, appendages or other such devices shall be erected, attached or placed on the lots for the primary purpose of hanging clothes and/or other items for the sole purpose of drying same.

Section 15. Each homeowner shall have six months following occupancy of the residence to sod or seed grass on the lot. Any homeowner may apply in writing to the Architectural Beautification Committee for an extension of this time period.

Section 16. All structures to be erected shall comply with all government regulations, including zoning and building codes.

Section 17. The Board of Directors of the Homeowners' Association shall have the right, at its sole discretion, to appoint an architectural review committee (herein referred to as the "Architectural Beautification Committee") and shall require architectural review of all buildings and structures to be erected in the Property. No building or other structures shall be commenced, erected or maintained, nor shall any exterior changes or alteration therein be made prior to written approval by the Architectural Beautification Committee. The builder and lot owner shall submit the following information (a) construction plans and specifications, showing the nature, kind, shape, height, materials and color scheme of the building or structure; (b) a plat or survey showing the location on the lot of the building or structure as surveyed by any surveyor specified by the lot owner, and (c) a grading plan as engineered and drawn by any engineer specified by the lot owner. The Architectural Beautification Committee shall have the right to reasonably refuse the approval of any such construction it determines is not suitable or desirable for the Property based on aesthetic considerations or other factors. Construction or alteration without said approval shall be a violation of these covenants and shall be subject to the provisions of Article II, Section 11. A report in writing setting forth the decision of the Architectural Beautification Committee and the reason therefore shall thereafter be transmitted to the applicant by the Architectural Beautification Committee within 15 days after the date of filing the plans, specifications and other information by the applicant. In the event the Architectural Beautification Committee fails to approve or to disapprove such application within 15 days after the date of filing the plans, specifications and other information, its approval will not be required and this section will be deemed to be complied with.

The bylaws of the Architectural Beautification Committee shall set forth the general powers of the Committee; the number, tenure and qualification of members and term of office; manner of appointment or election; manner of removal and method of operation of the Committee. In the event an Architectural Beautification Committee is not established, or ceases to function or exist for any reason or time, the Board shall assume and fulfill all duties and responsibilities as stated in these Declarations.

Section 18.

(a) Any lease for a lot within the Association shall be in writing. The owner shall submit a copy of the executed lease to the Board not less than ten (10) days after the lease is signed or the date of occupancy, whichever shall occur first.

(b) The lease required under paragraph (a) must contain an acknowledgment by the tenant stating that the tenant:

- i) has received a copy of the Declaration, By-Laws and any Rules and Regulations of the Board (the "Governing Documents"),
- ii) has read the Governing Documents; and
- iii) is required to comply with the restrictions contained in the Governing Documents.

(c) Owners leasing their lots shall at all times have their current contact information on file with the Association.

(d) In the event that a lot is leased at the time this Amendment is recorded, the owner shall send a copy of the Governing Documents to the tenant and shall submit an acknowledgment to the Association within ninety (90) days after this Amendment is recorded. If an owner enters into a lease agreement after this Amendment is recorded, the owner shall comply with all other provisions of this Section 18.

## ARTICLE II HOMEOWNER'S ASSOCIATION

Section 1. Tamarack Fairways Homeowners' Association has been incorporated under the "General Not-For-Profit Corporation Act" of the State of Illinois to provide for the operation, maintenance and repair of the property under its authority as designated herein.

Section 2. It is fully understood and agreed that Lots 1 and 2 in Tamarack Fairways Unit 1; Lots 39, 40, 41, 42 and 43 in Tamarack Fairways Unit 2 are specifically excluded by the Declaration of Restrictions and this Amended Declaration of Restrictions and are in no way affected thereby.

Section 3. The Homeowners' Association shall be the governing body for all the lot owners in the Property. It shall exercise all powers necessary to fulfill its obligation as delineated in this Declaration, its articles and bylaws.

Section 4. Every person or entity who or which is a record owner of an occupied house in the Property shall be a member of the Homeowners' Association irrespective of the inclusion, exclusion, the incorporation by reference or any specific expression or lack thereof to that effect in the deed or other documents or conveyance. Membership is appurtenant to and shall not be separate from ownership of an occupied house. Thus, membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of an occupied house in the Property, at which time the new owner shall automatically become a member of the Homeowners' Association.

Every person or entity who or which is a record owner of an unimproved lot may elect to become a member of the Homeowners' Association. If so elected, membership is appurtenant to and shall not be separate from ownership of an unimproved lot. Thus, membership shall

automatically terminate upon the sale, transfer or other disposition by a member of his ownership of an unimproved lot in the Property.

If more than one person or entity is the record owner of an occupied house in the Property, all such persons or entities shall be members of the Homeowners' Association. Each member of the Homeowners' Association shall be bound by and shall observe the terms and provisions of this Declaration, the articles of incorporation and bylaws of the Homeowners' Association and the rules and regulations promulgated from time to time by the Homeowners' Association or its Board of Directors.

Any person or entity who holds an interest in a lot in the Property merely as a security for the performance of an obligation or any person in possession of an occupied house by lease or rental agreement shall not be a member of the Homeowners' Association.

Section 5. The Homeowners' Association shall have one class of voting membership. Members shall be entitled to one vote for each lot owned. If more than one member is the record owner or contract purchaser of a lot in the Property, the vote for that lot shall be executed as those members among themselves determine. In no event shall more than one vote be cast with respect to any such lot.

Section 6. The Homeowners' Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners' Association against the member's lot remains unpaid.

Section 7. Meetings of the voting members shall be held as provided in the Homeowners' Association bylaws. Special meetings of the voting members may be called at anytime for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings may be called by the President of the Board of Directors, a majority of the Board of Directors or the voting members having in the aggregate, not less than twenty-five owners of lots within the Homeowners' Association. Special meetings shall be held as provided in the Homeowners' Association bylaws. Unless otherwise expressly provided herein or required by the General Not For Profit Corporation Act, the articles of incorporation of the Homeowners' Association, or the bylaws of the Homeowners' Association, any action may be taken at any meeting of the voting members at which a quorum is present. Voting on any matter shall be conducted in compliance with the bylaws.

Section 8. The affairs of the Homeowners' Association shall be managed by the Board of Directors. The bylaws of Homeowners' Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal and method of operation of the Board. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two thirds of the total eligible votes.

Section 9. Each member in the Property by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of

conveyance, shall be deemed to covenant and agree to pay to the Homeowner' Association regular assessments, fines or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular assessments provided for herein shall follow the calendar year. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made and shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

The Board of Directors of the Homeowners' Association may, at any time, after consideration for current maintenance costs and future needs of the Homeowners' Association, fix the actual assessment for any year at any amount deemed appropriate, provided that, any such change shall have the assent of two thirds of the members of the Board of Directors at a meeting duly called for this purpose.

Section 10. The assessments levied by the Homeowners' Association shall be used for the purpose of promoting the health, safety and welfare of the residents of the Property, or for such other legitimate purposes as determined by the Board.

Section 11. In addition to the rights of the individual lot owners, the Homeowners' Association shall have standing to enforce any and all of the covenants and restrictions set forth herein. Each lot owner hereby agrees to assent to said standing and acknowledges that the Homeowners' Association may enforce said covenants and restrictions by an action in its own name in law or equity. Each lot owner further agrees that, in the event the Homeowners' Association or a lot owner is required to bring suit or other legal action, or defend any action, in connection with the enforcement of said covenants and restrictions, if the Homeowners' Association or lot owner is the successful party, the Homeowners' Association or lot owner shall recover all its costs, including reasonable attorneys' fees, and other costs and expenses of litigation and discovery, from the persons or entity against whom such action is commenced or defended.

Section 12. The Board of Directors of the Homeowners' Association shall fix the date of commencement for new members and the amount of the assessment against those members for the initial assessment period. The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners' Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Homeowners' Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing, signed by an authorized officer of the Homeowners' Association, setting forth whether said assessment has been paid. Such certificate shall evidence payment of any assessment therein stated to have been paid.

Section 13. If the assessments are not paid on the date when due (being the date specified in Sections 9 and 12 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the costs of collection, including reasonable attorneys' fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable



charge running with the land, touching and concerning it, which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representatives, assigns, successors and grantees and the limitation of the enforcement thereof shall coincide with the statutory limitation of the state of Illinois for the enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation to his successors in title, unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest, at a rate to be determined from time to time by the board of directors, from the date of delinquency not to exceed the maximum rate of interest per annum permitted by the usury laws of the state of Illinois. The Homeowners' Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports. In the event a personal judgment or decree of foreclosure is obtained such judgment or decree shall include interest on the assessment as above provided, and a reasonable attorneys' fees to be fixed by the court, together with all costs of the action. The venue for all actions at law shall be in Will County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Homeowners' Association, the trustee shall furnish the Homeowners' Association with a certified copy of the trust agreement, so that the Homeowners' Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

Section 14. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (b) all property exempted from taxation by the laws of the state of Illinois, upon the terms and to the extent of such legal exemption.

### ARTICLE III GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the owners of lots described herein full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowners' Association or any owner of any lot or lots subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods for 10 years unless an instrument signed by the then owners of two thirds of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded as provided in this Article III and unless written notice of the proposed agreement is sent to every lot owner at least 90 days in advance of any action taken.

Section 2. Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered, when sent by mail to the last known address on file with the Association and in the absence of any declaration of address on file with the Association to the unit itself; by email to the last known email address on file with the Association or sent to the owners in or with an Association issued newsletter or other publication that is sent to all owners. Said notice shall be deemed delivered as of the date of such personal delivery, mailing or emailing of such notice.

Section 3. Each grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same, subject to all covenants, restrictions, easements, charges and liens and the jurisdiction, rights and powers created by this Declaration and all 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 inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. The provisions of this Declaration may be changed, modified or rescinded, when written notice of the proposed changes or modifications are sent to every lot owner at least 90 days in advance of any action taken. Such change, modification or rescission, must be signed by owners having at least two thirds of the lots in the subdivision.

Section 5. The change, modification or rescission accomplished under the provisions of the preceding paragraph shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Will County, Illinois.

Section 6. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of this subdivision.

Section 7. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the owner of a lot described herein to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

Section 8. In the event any lot owner fails to remedy any violation of these covenants for more than seven days after written notice from the Board of Directors, the Board of Directors may levy an additional assessment against said lot owner in a sum not to exceed \$50 per day for each day the violation exists, and such additional assessments may be collected as specified under Section 9 of Article II.

Section 9. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Tamarack Fairways Homeowners Association adopt this Amended and Restated Declaration of Restrictions for Tamarack Fairways Homeowners Association.

Mat S. Janoy  
Yvonne M. Ledt  
Jeffrey C. Nicholson  
B/C

Regina P. [Signature]  
[Signature]  
[Signature]  
Francis P. Crowley

EXHIBIT A  
BYLAWS OF TAMARACK FAIRWAYS HOMEOWNERS' ASSOCIATION

**ARTICLE I**  
**PURPOSE AND POWERS**

Section 1.01. The Association shall provide for the operation, maintenance and repair of the property under its authority as designated in Declaration of Restrictions on Lots in Tamarack Fairways Units 2, 3, 4, 5, 6 and 7 said Declaration recorded in the Will County Recorder's Office as Document R87-37561, as amended from time to time, and further shall enforce said covenants for the mutual benefit of its members. Further, the Association shall have all powers now or hereafter granted by the General Not-For-Profit Corporation Act of the State of Illinois, which shall be consistent with the purposes specified herein and in the Declaration, a copy of which is attached hereto and made a part hereof.

**ARTICLE II**  
**OFFICES**

Section 2.01. Registered Office. The Association shall have and continuously maintain in this state a registered office and a registered agent, whose office shall be identical with such registered office. The Association may have other offices within or without the state of Illinois as the Board of Directors may from time to time determine.

Section 2.02. Principal Office. The principal office of the Association shall be maintained in Naperville, Illinois, or within Tamarack Fairways subdivision, Will County, Illinois, whichever the Board may from time to time decide.

**ARTICLE III**  
**MEMBERSHIP**

Section 3.01. Eligible Voting Members. The Association shall have one class of Eligible Voting Membership. Members shall be entitled to one vote for each lot owned. If more than one member is the record owner or contract purchaser of a lot in the Property, the vote for that lot shall be executed as those members among themselves determine. In no event shall more than one vote be cast with respect to any such lot. No member shall be entitled to vote unless they are in good standing. The Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Association against the member's lot remains unpaid.

Section 3.02. Meetings.

(a) Quorum and Procedure. Meetings of the Eligible Voting Members shall be held at the principal office of the Association or at such other place in Will County, Illinois as may be designated in any notice of meeting. The presence at any meeting of not less than 25 Eligible Voting Members, either in person or by proxy, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Eligible Voting Members at which a quorum is present upon the affirmative vote of a majority of the Eligible Voting Members present in person or by proxy. Any proxy issued by the Association may contain a statement concerning the matters to be considered by the Eligible Voting Members and a space for the Eligible Voting Members to vote in favor or against such matter and such ballot shall be the equivalent of presence at the meeting by proxy. If the Board adopts rules and regulations governing the voting by email and other electronic means, Eligible Voting Members may also vote on issues coming before the membership by email and other electronic means and such vote shall be the equivalent of presence at the meeting by proxy.

(b) Bi-annual Meetings. There shall be bi-annual meeting of the Eligible Voting Members, the first to be held during the month of April, at a date and time to be determined by the Board of Directors. The second meeting shall be held no sooner than four months subsequent to the first, nor later than nine months after, on a date and time to be determined by the Board of Directors.

(c) Special Meetings. Special meetings of the Eligible Voting Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these bylaws, require the approval of all or some of the Eligible Voting Member, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board or by not less than 25 of the Eligible Voting Members and delivered not less than five days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

Section 3.03. Notices of Meeting. Any notice required to be sent to any owner under the provisions of the Declaration or these Bylaws shall be deemed to have been properly sent when personally delivered, when sent by mail to the last known address on file with the Association and in the absence of any declaration of address on file with the Association to the unit itself; by email to the last known email address on file with the Association or sent to the owners in or with an Association issued newsletter or other publication that is sent to all owners. Said notice shall be deemed delivered as of the date of such personal delivery, mailing or emailing of such notice.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

Section 4.01. Board of Directors. The direction and administration of the matters of the Association in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of not less than five nor more than nine persons who shall be

lected in the manner as hereinafter provided. The Eligible Voting Members having a majority of total votes may from time to time increase or decrease the number and term of the office of the Board members at any April biannual meeting, provided that such number shall not be less than three. Each member of the Board shall be a member in good standing; provided, however, that, in any event a member must be a natural person.

Section 4.02. Determination of the Board of Directors. All matters of dispute or disagreement between Owners and/or Members with respect to interpretation or application of the provisions of the Declaration or these bylaws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners and Members.

Section 4.03. Election of Board Members. At all April bi-annual meetings of the Eligible Voting Members, there shall be elected a Board of Directors. In all elections for members of the Board of Directors, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of positions to be filled shall be deemed to be elected. The Board members shall be elected for a term of two years each. If the terms of all Board members after any April biannual meeting would otherwise result in more than 60 percent of all Board members' terms expiring at any same April biannual meeting, the term of the lowest vote receiving, newly elected Board member's term shall be one year.

Section 4.04. Compensation. Members of the Board shall receive no compensation for their services as Board members, unless expressly allowed by the Board at the direction of the Eligible Voting Members having a majority of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

Section 4.05. Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to Section 4.07, or expiration of term, shall be filled by the remaining Board members or by the Eligible Voting Members present at the next April Bi-annual meeting or at a special meeting of the Eligible Voting Members called for such purpose. The term of any Board member appointed by the remaining Board members shall expire at the next April Bi-annual meeting.

Section 4.06. Election of Officers. The Board of Directors shall elect from among its Board members a President, who shall preside over both its meetings and those of the Eligible Voting Members, and who shall be the chief executive officer of the Board and Association; a Secretary, who will keep the minutes of all the meetings of the Eligible Voting Members and of the Board, and who shall, in general, perform all the duties incident to the office of Secretary; and a Treasurer to keep the financial records and books of account; and additional officers as the Board shall see fit to elect. All officers shall be elected at the April Bi-annual meeting of the Board and shall hold office for one year or until they resign or are removed from office.

Section 4.07. Removal of Board Members. Any Board member may be removed from office by affirmative vote of the Eligible Voting Members having a majority of the total eligible votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Eligible Voting Members at the same meeting or at any subsequent meeting called for that purpose.

Section 4.08. Meeting of the Board. All April Bi-annual meetings of the Board shall be held without other notice than this bylaw as soon as practicable after the April bi-annual meeting of the Eligible Voting Members, and in no case 30 days after the date of the April bi-annual Meeting. At such April bi-annual meeting of the Board, officers shall be elected and a regular Board meeting schedule shall be developed and approved for the upcoming year and said meetings shall be held without other notice. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than 48 hours notice in writing to each Member, delivered personally or by mail or telegram. Any Member may, in writing, waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of the majority of those present at its meetings when a quorum is present.

Section 4.09. Execution of Investments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board such documents shall be signed by the President and countersigned by the Secretary.

## ARTICLE V POWERS OF THE BOARD

Section 5.01. General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration of Restrictions attached hereto or these bylaws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) subject to Subsection 5.03(b) below, to engage the services of a manager, managing agent, security guard or service, or other entities or individuals the Board may feel necessary to carry out its duties and functions;

(d) to formulate policies for the administration, management and operation of the Property it may own and/or be responsible for;

(e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Property it may own, to enforce the Declaration of Restrictions attached hereto, and to amend such rules and regulations from time to time;

(f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purposes for the maintenance, repair, replacement, administration, management and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employee or other personnel as may be the employees of the managing agent);

(g) to estimate the amount of the annual budget and to provide the manner of assessing and collecting from the Members their respective shares of such estimate expenses, as hereinafter provided;

(h) to exercise all other powers and duties vested in or delegated to the Association and not specifically reserved to the Eligible Voting Members by the Articles of Incorporation, the Declaration attached hereto, or these bylaws.

Section 5.02. Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements having a total cost in excess of \$5,000, nor shall the Association authorize any structural alterations, capital additions to or capital improvements requiring an expenditure in excess of \$5,000 without, in each case, obtaining the prior approval of the majority of the Eligible Voting Members.

Section 5.03. Rules and Regulations: Management.

(a) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property it may own, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.



Section 5.04. Liability of the Board or Managers. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment, or for any acts or omissions made in good faith by such officers or Board members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Owners, unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the members of the Board or officers, to the extent not covered by insurance, shall be limited to a proportionate share of the total liability there under.

## ARTICLE VI ASSESSMENTS

Section 6.01. Financial Reporting. Annually, the Board will estimate the total amount necessary to pay any and all expenses to be incurred during the ensuing fiscal year (January 1 - December 31) for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. A bill shall be prepared and delivered to each Member annually. This bill will indicate the due date and amount due established by vote of the Board. On or before the date of the April biannual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Members and Owners, pursuant to assessments made during such year. The Board shall also supply all Owners with a summary financial statement for the preceding fiscal year and a presentation of expenditures by category compared to budgeted amounts. The Board shall, upon demand at any time, furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

Section 6.02. Extraordinary Expenditures. The Board may establish and maintain a reasonable reserve for authorized capital or any other expenditures, contingencies and replacements ("Extraordinary Expenditures") not originally included in the annual estimate. Extraordinary Expenditures which may become necessary during the year shall be charged first against such reserve. If such reserve proves inadequate for any reason, including nonpayment of any Member's or Owner's assessment, the Board may, at any time, levy a further assessment which shall be divided pro rata among the Owners. A bill shall be prepared and delivered to each Member. This bill will indicate the due date and amount due established by vote of the Board.

In exchange for easement on Lot 100, yearly dues will be waived

Section 6.03. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare and distribute the Budget to an Member or Owner shall not constitute a waiver or release in any manner of such Member or Owner's obligation to pay any and all amounts billed by the Board.

Section 6.04. Books and Records. The Board shall keep complete and accurate books of account on a cash basis. Such books and records shall set forth all financial transactions and shall be available for inspection by any Member or Owner or any representative of a Member or Owner duly authorized in writing, or any holder of a mortgage lien on a lot at such reasonable time or time during the normal business hours may be requested by the Member or Owner or by the holder of said first mortgage lien. Upon ten days after receipt of notice to the Board, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessment or other charges due and owing from such Owner.

Section 6.05. Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and, except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held in trust for the benefit, use and account of all the Owners, other than the Declarant. All funds not otherwise expended 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.

Section 6.06. Remedies for Failure to Pay Assessments. Any assessments or fines which are not paid 90 days from the day of billing shall be delinquent in accordance with the Declaration of Restrictions attached hereto and made a part hereof and shall bear interest as stated therein.

## ARTICLE VII COMMITTEES

Section 7.01. Board Committees. The Board, by vote of a majority of the directors in office, may designate one or more committees. Each committee, excepting the Architectural Beautification Committee, shall consist of one or more director. The committees, to the extent consistent with law, shall have and exercise the authority of the Board in the management of the Association. However, the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board or any individual director of any responsibility imposed upon it or him by law.

Section 7.02. Rules. The Board of Directors shall be responsible for adopting rules governing the activities and actions of each committee.

**ARTICLE VIII**  
**AMENDMENTS**

Section 8.01. These bylaws may be amended or modified from time to time by action or approval of a majority of the Eligible Voting Members as provided in Section 3.01.

**ARTICLE IX**  
**INTERPRETATION**

Section 9.01. In case of any conflict between the Declaration of Restrictions attached hereto and these bylaws, the Declaration of Restrictions shall control.

**ARTICLE X**  
**DEFINITION OF TERMS**

Section 10.01. The terms used in these bylaws shall have the same definition as set forth in the Declaration of Restrictions to the extent such terms are defined therein.

**EXHIBIT B**

Lots 3 through 38, both inclusive, in Tamarack Fairways Unit Two, being a subdivision in part of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian, in Wheatland Township, Will County, Illinois;

Lots 44 through 59, both inclusive, in Tamarack Fairways Unit Three, being a subdivision of that part of the South half of the North half of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian according to the plat thereof recorded June 29, 1987, as Document No. R87-35374 in the Will County Recorder's Office, in Will County, Illinois;

Lots 60 through 84, both inclusive, in Tamarack Fairways Unit Four, being a subdivision of that part of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded June 29, 1987, as Document No. R87-35375 in the Will County Recorder's Office in Will County, Illinois;

Lots 86 through 135, both inclusive, in Tamarack Fairways Unit Five, being a subdivision in part of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian in Wheatland Township, Will County, Illinois, according to the plat thereof recorded December 2, 1987, as Document No. R87-66288 in Will County, Illinois;

Lots 85 and Lots 136 through 192, both inclusive, in Tamarack Fairways Unit Six, being a subdivision in part of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 2, 1987, as Document No. R87-66289 in the Will County Recorder's Office, in Will County, Illinois;

Lots 193 through 200, both inclusive and Lot 201 (all 3 sub-lots), in Tamarack Fairways Unit 7, a subdivision in the South East 1/4 of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded October 17, 1989, as Document Number R89-53358, in Will County, Illinois.

PIN	Address in Naperville, Illinois 60564 (for informational purposes only)
07-01-16-101-048	24410 W Woodhall Drive
07-01-16-101-049	24409 W Woodhall Drive
07-01-16-101-050	24365 W Woodhall Drive
07-01-16-101-051	24404 W Woodhall Drive
07-01-16-102-001	10524 Muirfield Drive
07-01-16-102-002	10540 Muirfield Drive
07-01-16-102-003	10554 Muirfield Drive
07-01-16-102-004	10608 Muirfield Drive
07-01-16-102-005	10622 Muirfield Drive
07-01-16-102-006	10638 Muirfield Drive
07-01-16-102-007	24741 Royal Lytham Drive
07-01-16-102-008	24731 Royal Lytham Drive
07-01-16-102-009	24715 Royal Lytham Drive

PIN	Address in Naperville, Illinois 60564 (for informational purposes only)
07-01-16-102-010	24663 Royal Lytham Drive
07-01-16-102-011	10513 Royal Porthcawl
07-01-16-102-012	10517 Royal Porthcawl
07-01-16-102-013	10521 Royal Porthcawl
07-01-16-102-014	10525 Royal Porthcawl
07-01-16-102-015	10529 Royal Porthcawl
07-01-16-102-016	10533 Royal Porthcawl
07-01-16-102-017	10537 Royal Porthcawl
07-01-16-102-018	10541 Royal Porthcawl
07-01-16-102-019	10545 Royal Porthcawl
07-01-16-102-020	10551 Royal Porthcawl
07-01-16-102-021	10555 Royal Porthcawl
07-01-16-102-022	10603 Royal Porthcawl
07-01-16-102-023	10619 Royal Porthcawl
07-01-16-102-024	10631 Royal Porthcawl
07-01-16-102-025	24450 Royal County Down Drive
07-01-16-103-001	10518 Royal Porthcawl
07-01-16-103-002	10557 Muirfield Drive
07-01-16-103-003	10611 Muirfield Drive
07-01-16-103-004	24724 Royal Lytham Drive
07-01-16-103-005	10522 Royal Porthcawl
07-01-16-103-006	10526 Royal Porthcawl
07-01-16-103-007	10530 Royal Porthcawl
07-01-16-103-008	10534 Royal Porthcawl
07-01-16-103-009	10538 Royal Porthcawl
07-01-16-103-010	10542 Royal Porthcawl
07-01-16-103-011	10554 Royal Porthcawl
07-01-16-103-012	10606 Royal Porthcawl
07-01-16-103-013	10608 Sunningdale Court
07-01-16-103-014	10616 Sunningdale Court
07-01-16-103-015	24706 Royal Lytham Drive
07-01-16-103-016	10606 Sunningdale Court
07-01-16-103-017	10607 Sunningdale Court
07-01-16-103-018	10615 Sunningdale Court
07-01-16-103-019	10604 Burham court
07-01-16-103-020	10612 Burham court
07-01-16-103-021	10603 Burham court
07-01-16-103-022	10615 Burham court
07-01-16-104-001	24641 Royal Birkdale
07-01-16-104-002	10655 Sunningdale court
07-01-16-104-003	10636 Burham court
07-01-16-104-004	10648 Burham court
07-01-16-104-005	10649 Burham court
07-01-16-104-006	10637 Burham court
07-01-16-104-007	10645 Burham court
07-01-16-104-008	10624 Royal Porthcawl
07-01-16-104-009	10638 Royal Porthcawl

PIN	Address in Naperville, Illinois 60564 (for informational purposes only)
07-01-16-104-010	10658 Royal Porthcawl
07-01-16-105-001	24455 Royal County Down Drive
07-01-16-203-004	24352 W Woodhall Drive
07-01-16-203-005	34336 W Woodhall Drive
07-01-16-204-032	24322 Woodhall Court
07-01-16-204-033	24304 Woodhall Court
07-01-16-204-034	24260 Woodhall Court
07-01-16-204-035	24336 Woodhall Court
07-01-16-204-036	24261 Woodhall Court
07-01-16-204-037	24313 Woodhall Court
07-01-16-204-038	10555 Newmarket
07-01-16-207-003	24206 Royal Worlington
07-01-16-207-004	24144 Royal Worlington
07-01-16-207-005	24132 Royal Worlington
07-01-16-207-006	24120 Royal Worlington
07-01-16-207-007	24106 Royal Worlington
07-01-16-207-008	24060 Royal Worlington
07-01-16-207-009	24046 Royal Worlington
07-01-16-208-001	24165 Brancaster
07-01-16-209-001	24149 Royal Worlington
07-01-16-209-002	24131 Royal Worlington
07-01-16-209-003	24115 Royal Worlington
07-01-16-209-004	24101 Royal Worlington
07-01-16-209-005	24049 Royal Worlington
07-01-16-209-006	24050 W Ascot Ct
07-01-16-209-007	24100 W Ascot Ct
07-01-16-211-001	24351 W Woodhall Drive
07-01-16-211-002	24339 W Woodhall Drive
07-01-16-211-003	10556 Newmarket
07-01-16-212-001	24401 Royal County Down Drive
07-01-16-212-002	24351 Royal County Down Drive
07-01-16-213-001	24325 Royal County Down Drive
07-01-16-213-002	10665 Wentworth Drive
07-01-16-301-001	24546 Killarney Court
07-01-16-301-002	24534 Killarney Court
07-01-16-301-003	10714 Royal Porthcawl
07-01-16-301-004	24550 Killarney Court
07-01-16-301-005	24547 Killarney Court
07-01-16-301-006	24535 Killarney Court
07-01-16-301-007	10740 Royal Porthcawl
07-01-16-301-008	24548 Ganton Court
07-01-16-301-009	24536 Ganton Court
07-01-16-301-010	24520 Ganton Court
07-01-16-301-011	24552 Ganton Court
07-01-16-301-012	24545 Ganton Court
07-01-16-301-013	24533 Ganton Court
07-01-16-301-014	24519 Ganton Court

PIN	Address in Naperville, Illinois 60564 (for informational purposes only)
07-01-16-301-015	24558 Royal Portrush
07-01-16-301-016	24544 Royal Portrush
07-01-16-301-017	24530 Royal Portrush
07-01-16-301-018	24516 Royal Portrush
07-01-16-302-001	24557 Royal Portrush
07-01-16-302-002	24543 Royal Portrush
07-01-16-302-003	24529 Royal Portrush
07-01-16-302-004	24515 Royal Portrush
07-01-16-302-005	24546 Kennemer Court
07-01-16-302-006	24536 Kennemer Court
07-01-16-302-007	10918 Royal Porthcawl
07-01-16-302-008	24512 Kennemer Court
07-01-16-302-009	24548 Kennemer Court
07-01-16-302-010	24543 Kennemer Court
07-01-16-302-011	24529 Kennemer Court
07-01-16-302-012	24515 Kennemer Court
07-01-16-302-013	10956 Royal Porthcawl
07-01-16-303-001	24444 St Annes Court
07-01-16-303-002	11028 Royal Porthcawl
07-01-16-303-003	24448 St Annes Court
07-01-16-303-004	24443 St Annes Court
07-01-16-303-005	24431 St Annes Court
07-01-16-304-001	10713 Royal Porthcawl
07-01-16-304-002	10731 Royal Porthcawl
07-01-16-304-003	10749 Royal Porthcawl
07-01-16-304-004	10803 Royal Porthcawl
07-01-16-304-005	10821 Royal Porthcawl
07-01-16-304-006	10841 Royal Porthcawl
07-01-16-304-007	10859 Royal Porthcawl
07-01-16-304-008	10911 Royal Porthcawl
07-01-16-304-009	10929 Royal Porthcawl
07-01-16-304-010	10945 Royal Porthcawl
07-01-16-304-011	10959 Royal Porthcawl
07-01-16-305-002	11039 Royal Porthcawl
07-01-16-305-003	11057 Royal Porthcawl
07-01-16-305-004	24414 Ainsdale Court
07-01-16-401-001	24163 Brancaster
07-01-16-401-002	24161 Brancaster
07-01-16-401-003	24159 Brancaster
07-01-16-401-004	24149 Brancaster
07-01-16-401-005	24135 Brancaster
07-01-16-401-006	24123 Brancaster
07-01-16-401-007	24111 Brancaster
07-01-16-401-008	24065 Brancaster
07-01-16-401-009	24051 Brancaster
07-01-16-401-010	24039 Brancaster
07-01-16-401-011	24025 Brancaster

PIN	Address in Naperville, Illinois 60564 (for informational purposes only)
07-01-16-401-012	24013 Brancaster
07-01-16-402-001	24104 W Ascot Ct
07-01-16-402-002	24065 W Ascot Ct
07-01-16-402-003	24049 W Ascot Ct
07-01-16-402-004	24160 Brancaster
07-01-16-402-005	24146 Brancaster
07-01-16-402-006	24130 Brancaster
07-01-16-402-007	24116 Brancaster
07-01-16-402-008	24100 Brancaster
07-01-16-402-009	24050 Brancaster
07-01-16-403-001	10708 Wentworth Drive
07-01-16-403-002	10722 Wentworth Drive
07-01-16-403-003	10734 Wentworth Drive
07-01-16-403-004	10746 Wentworth Drive
07-01-16-403-005	10756 Wentworth Drive
07-01-16-403-006	24344 Turnberry Court
07-01-16-403-007	24332 Turnberry Court
07-01-16-403-008	24350 Turnberry Court
07-01-16-403-009	24349 Turnberry Court
07-01-16-403-010	24341 Turnberry Court
07-01-16-403-011	24335 Turnberry Court
07-01-16-403-012	24323 Turnberry Court
07-01-16-403-013	24307 Turnberry Court
07-01-16-403-014	24265 Turnberry Court
07-01-16-403-015	10711 Wentworth Drive
07-01-16-403-016	10723 Wentworth Drive
07-01-16-403-017	10737 Wentworth Drive
07-01-16-403-018	10751 Wentworth Drive
07-01-16-403-019	24315 Turnberry Court
07-01-16-403-020	24306 Turnberry Court
07-01-16-403-021	24264 Turnberry Court
07-01-16-404-001	24358 Ainsdale Court
07-01-16-404-002	24346 Ainsdale Court
07-01-16-404-003	24334 Ainsdale Court
07-01-16-404-004	24359 Ainsdale Court
07-01-16-404-005	24347 Ainsdale Court
07-01-16-404-006	24335 Ainsdale Court
07-01-16-404-007	24323 Ainsdale Court
07-01-16-404-011	3407 Ainsdale Court
07-01-16-404-012	3403 Ainsdale Court
07-01-16-404-013	3404 Ainsdale Court