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This instrument prepared by
and after recording, return to:

MT

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**RESTATEMENT OF THE BY-LAWS OF
WYNDMUIR PROPERTY OWNERS ASSOCIATION
A Not-For-Profit Corporation**

**ARTICLE 1
DEFINITIONS**

For the purpose of brevity and clarity, certain words and terms used in this Restatement of By-Laws are defined as follows:

1.01. **Association:** The Wyndmuir Property Owners Association, a not-for-profit corporation, organized and existing under the laws of the State of Illinois.

1.02. **First Amendment and Restatement of the Declaration:** First Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions dated the 27th day of December, 1994 and recorded in the Office of the Recorder of Deeds of McHenry County, Illinois, as Document No. 94R070749.

1.03. **Development:** Wyndmuir, a residential planned unit development complex of residential dwelling structures situated in the City of Crystal Lake, Illinois, together with certain related Common Properties as recorded by Plat of Subdivision and subject to the provisions of Declaration.

1.04. **Development Parcel:** All land, property and space described on Exhibit "A" attached hereto and made a part hereof.

1.05. **Common Properties:** Those areas of land shown on the recorded subdivision plat of the Property and intended to be devoted to the common use and enjoyment of the Owners.

1.06. **Residential Unit:** A building including the garage and the Lot on which it is situated, designed and intended for the sole use and occupancy as a residence by a single family.

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1.07. **Lot:** Any separately numbered plat of land shown upon any recorded subdivision plat of the development.

1.08. **Owner:** The record owner, whether one or more persons or entities, who in the aggregate own fee simple title to any Lot or Residential Unit situated upon the Property shall not mean or refer to the mortgagee or other secured party, unless and until such mortgagee or secured party has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.09. **Tenant:** A person other than an Owner of a Lot in possession of a Residential Unit.

1.10. **Member:** An Owner or Tenant who holds membership in the Association as provided in Article 2.

1.11. **Prescribed Delivery Method:** A method of delivery of notice or a document including, mailing delivering, posting, electronic transmission, or any other delivery method that is approved in writing by a Member and authorized by the First Amendment and Restatement of Declaration, this Restatement of By-Laws or rules or regulations of the Association.

1.12. **Residence:** The building, including the garage, excluding the Lot, which is situated on a Lot that is designed and intended for sole use and occupancy by a single family.

1.13. **Occupant:** A person, other than an Owner or Tenant, in lawful possession of a Residential Unit.

1.14. **Services:** Services, labor and material furnished by the Association to Residential Units.

1.15. **Other Definitions:** For the purposes hereof, all terms used herein shall have the meanings as described in the First Amendment and Restatement of the Declaration, including Berms, Entrance, Free Standing Enclosure Wall, Front Entrance Walk, Garage Drive, Privacy Wall and Private Road as defined in Article 1 of the First Amendment and Restatement of the Declaration are hereby adopted and by reference incorporated herein as though fully set forth.

1.16. **Board:** The Board of Directors of Wyndmuir Property Owners Association.

ARTICLE 2
MEMBERSHIP AND VOTING RIGHTS

2.01. Each Owner in the Development while he remains the same, shall be a Member of the Association.

2.02. The membership rights of certain Members are subject to the payment of assessments levied by the Association, as provided in Article 9 of this Restatement of By-Laws.

2.03. The membership rights of certain Members, may be suspended by action of the Board during the period when such Member's assessments remain unpaid; but, upon payment of such delinquent assessments, such Member's rights and privileges shall thereupon be restored without further order of the Board. If the Board has adopted and published rules and regulations governing the use of the Common Properties, and the personal conduct of Members thereon, or therein as provided in Article 3 of this Restatement of By-Laws, it may in its discretion suspend the rights of any such Member during any period a violation of such rules and regulations continues to exist, provided, however, that the Board may not, for any reason, deny to any Member the right of the use of the Common Properties intended for the purpose of ingress and egress to and from public roads to and from a Residential Unit or deny the use of available public utility services.

2.04. With respect to all matters subject to a vote of Members, Members shall be entitled to vote one vote for each Residential Unit or Lot in which they hold the interest required for Membership by Section 2.01 above, provided that when more than one (1) person holds such interest or interests, the vote for such Residential Unit shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Residential Unit. If only one (1) of multiple Owners is present at a meeting of the membership, he or she is entitled to cast the Member vote associated with the Residential Unit.

ARTICLE 3
RIGHTS OF ENJOYMENT OF COMMON PROPERTIES

3.01. Each Member or Occupant shall have the right:

3.01.01. To use and enjoy the Common Properties in common with all Members or Occupants, and

3.01.02. To have the right to the benefit of the Services required to be provided by the Association.

3.02. The use of the Common Properties and the benefit of Services to be acquired and furnished by the Association shall be subject to and governed by the

provisions of the First Amendment and Restatement of the Declaration, the Association's Articles of Incorporation, this Restatement of By-Laws, and the rules and regulations promulgated and adopted from time to time by the Association and its Board of Directors.

ARTICLE 4
ASSOCIATION PURPOSES AND POWERS

4.01. The Association has been organized for the purposes set forth in Article 5 of its Articles of Incorporation.

4.02. To the extent permitted by the First Amendment and Restatement of the Declaration or this Restatement of By-Laws, the Association shall have the right to incur indebtednesses and give security therefore.

4.03. The Association shall have the power to dispose of its real properties only as authorized by the applicable provisions of the First Amendment and Restatement of the Declaration.

ARTICLE 5
BOARD OF DIRECTORS

5.01. The affairs of the Association shall be managed by the Board, each member of which shall have one equal vote. The Board of Directors shall consist of not less than five (5) not more than nine (9) Owners. The directors shall be elected by the Members.

The Directors' terms shall be for two (2) years. At each annual meeting, one-half (1/2) of the Directors (plus or minus one if the total number of Directors is an odd number) shall be elected by the Owners of Lots and Residential Units designated to cast votes for such Directors. No Owner may serve as a Director who is more than 30 days delinquent in the payment of any assessment or other charge due the Association at the time of any election for positions on the Board of Directors.

5.02. In the event of a vacancy in the Board, the remaining Directors of the Board may fill a vacancy by a two-thirds (2/3) vote until the next annual meeting of the Association or for a period terminating no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes with respect to the Board position being filled, requesting a meeting of the Association to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the Association shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition. Any person elected or appointed to fill any vacancy pursuant to this Section must meet the requirements of Section 5.01.

5.03. Directors may be removed from office by the affirmative vote of two-thirds (2/3) of the Owners having the right to elect such Directors. Any such vote shall be taken in the manner hereinafter provided, at a special meeting called for such purpose.

5.04. Directors elected to fill vacancies at a meeting of the Association pursuant to Section 5.02 shall serve for the remainder of the term of office then being filled.

5.05. If there are multiple Owners of a single Residential Unit or Lot, only one of the multiple Owners shall be eligible to serve as a Member of the Board at any one time, unless the Owner owns another Residential Unit or Lot independently.

ARTICLE 6 ELECTION OF DIRECTORS

6.01. Election to the Board shall be by ballot as hereinafter provided. At such election, the Members may cast in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of Section 2.04 above. The names receiving the largest number of votes shall be elected.

6.02. In all elections for members of the Board, the Member for each Residential Unit or Lot shall be entitled to the number of votes equal to the number of Directors to be elected (cumulative voting shall not be permitted).

6.03. Voting for the election of Directors by the Members may be by ballots mailed to the Members or by email and/or other electronic means, to the extent not prohibited by law. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board shall determine the method of voting, the form of all ballots and the deadline for return of ballots. Members may not vote by proxy in Board Elections.

6.04 Election by Acclamation. An Uncontested Election shall be defined as an election where there are only the same or fewer number of candidates as there are vacancies on the Board to be filled. In the event of an Uncontested Election, the candidates shall be considered elected by acclamation and no voting by ballot or any other means shall be conducted by the Association.

ARTICLE 7 DIRECTOR'S MEETINGS

7.01. Regular meetings of the Board shall be held at least four (4) times annually, on such date and at such hour as the Directors may by resolution establish. If the day of the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

7.02. The Board shall give the Members notice of all Board meetings at least 48 hours prior to the meeting by sending notice by using a Prescribed Delivery Method or by

posting copies of notices of meetings in a conspicuous place in the Common Properties at least 48 hours prior to the meeting.

7.03. Special meetings of the Board shall be held when called by the President of the Association or by twenty-five percent (25%) of the members of the Board after not less than three (3) days notice to each Director.

7.04. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if:

7.04.01. A quorum is present, and

7.04.02. Either before or after the meeting, each of the Directors not present, signs a written waiver of notice, or a consent to the holding of such meeting, or

7.04.03. An approval of the minutes thereof.

All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting.

7.05. The majority of the Board shall constitute a quorum thereof.

7.06. Any action required by law or this Restatement of By-Laws to be, or which may be, taken at a meeting of the Members or Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members or Directors, as the case may be, entitled to vote with respect to the subject matter.

7.07. Meetings of the Board shall be open to any Member except for the portion of any meetings held (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 Board of Directors finds that such an action is probable or imminent, (ii) to consider third party contracts or information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of the rules and regulations of the Association or a Member's unpaid share of common assessments. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member. Any Member may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such recordings shall be mailed or delivered to Board Directors at least seventy-two (72) hours prior thereto, unless a written waiver of such notice is signed by the Directors before the meeting is convened.

7.08. The Board shall reserve a portion of a meeting of the Board for comments by Members; provided however, the duration and meeting order for the Member comment period is in the sole discretion of the Board.

ARTICLE 8
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.01. **General Powers:** Without limiting the general powers which may be provided by law, the Board shall have the following powers and duties:

8.01.01. To elect the officers of the Association as hereinafter provided;

8.01.02. To formulate policies for the administration, management and operation of the Property and the Common Properties and for providing Services;

8.01.03. To provide for the maintenance, repair and replacement of the Common Properties, to construct new facilities, if permitted by the First Amendment and Restatement of the Declaration and this Restatement of By-Laws, and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or any manager or managing agent engaged pursuant to Section 8.02.05 below;

8.01.04. To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the maintenance, repair, replacement, administration, management and operation of the Common Properties and Services, and to delegate any such powers to any manager or managing agent engaged pursuant to Section 8.02.04 below (and any such employees, or other personnel who may be the employees of the managing agent);

8.01.05. To estimate the amount of the annual budget and to provide the manner of assessing and collecting from the Residential Unit Owners and Lot Owners their respective share of such estimated expenses as hereinafter provided;

8.01.06. To call special meetings of the Members whenever it deems necessary provided that it shall call a special meeting at any time upon written request of Members possessing the requisite percent of voting rights, as provided in Section 12.02 following;

8.01.07. To exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association, by the First Amendment and Restatement of the Declaration and the Association's Articles of Incorporation and this Restatement of By-Laws;

8.01.08. To issue or cause to be issued upon the request of a Member and upon reasonable notice, a Certificate setting forth the amount of assessments made from time to time, such Member's share thereof and whether such Member's allocation has been paid to date; and

8.01.09. To accept title or property, real and personal, or any interest therein.

8.01.10. The Board may adopt such reasonable rules and regulations and amendments thereto as it deems advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property after a meeting of the Board called for the specific purpose of discussing the proposed rules and regulations. However, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article 1 of the Illinois Constitution. Subsequent to Board action adopting or amending the rules and regulations the Board shall give written notice of such rules and regulations to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations;

8.01.11. The Association shall not have authority to forbear the payment of assessments by any Owner;

8.01.12. The Board shall have the authority to impose charges for late payments of an Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, may levy reasonable fines for violation of the First Amendment and Restatement of the Declaration, this Restatement of By-Laws and rules and regulations of the Association;

8.01.13. The Board shall have the right to assign its future income, including the right to receive common expenses;

8.01.14. The Board of Directors shall require that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish a fiduciary bond which covers the maximum amount of funds that will be in the custody of the Association plus the Association reserve fund, the premium cost of which shall be paid by the Association.

8.01.15. The Board of Directors shall have such additional authority as is authorized by the law;

8.01.16. 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 terms of the First Amendment and Restatement of the Declaration, this Restatement of Bylaws and any rules and regulations adopted from time to time by the Association.

In the performance of their duties, the officers and Directors of the board are required to exercise the care required by a fiduciary of the Owners.

8.02. **Specific Powers of the Board:** The Board, for the benefit of the Board, the Association and all Members shall acquire and shall pay out of the maintenance fund hereinafter provided for the following:

8.02.01. Water, waste removal, electricity, telephone, heat, power, and other necessary utility services for the Common Properties and Services;

8.02.02. Insurance for the Common Properties against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Properties;

8.02.03. Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable insuring each Member, the Association, its officers, Directors of the Board, the manager or managing agent of the Common Properties, if any, and their respective employees and agents, from liability in connection with the ownership and/or use of the Common Properties and insuring the officers of the Association and Directors of the Board from liability for good faith actions beyond the scope of their respective authorities; and Workmen's Compensation insurance to the extent necessary to comply with any applicable law;

8.02.04. The services of any person or firm employed by the Board, including without limitation, the services of any person or firm to act as manager or managing agent for the Common Properties, the services of any person or persons required for the maintenance or operation of the Common Properties and the Residential Units and legal and/or accounting services necessary or proper to the enforcement of the First Amendment and Restatement of the Declaration, and the organization, operation and enforcement of the rights of the Association;

8.02.05. Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Properties and such of the Residential Units and Lots as the Board may determine proper and necessary and when furnishing Services and such furnishings and equipment for the Common Properties as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Properties, and to provide Services;

8.02.06 Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board, in its opinion, shall determine to be necessary or proper for the maintenance and operation of the Common Properties and of the Lots and Residential Units or for the enforcement of the First Amendment and Restatement of the Declaration;

8.02.07 Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Common Properties or any part thereof, which may, in the opinion of the Board, constitute a lien against the Common Properties. When one or more Members are responsible for the existence of such lien, they shall jointly and severally be liable for the cost of discharging it and any cost incurred by the Board, by reason of said lien or liens, shall be specially assessed to said Members;

8.02.08. Such arrangements as may be necessary to provide security;

8.02.09. Upon authorization by a two-thirds (2/3) vote of the Directors of the Board, the Board, acting on behalf of all Members, shall have the power to seek relief from or in connection with the assessment or levy of real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon the Association or the Owners. In addition, the Board may act on behalf of all Owners in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other. The cost of all such services shall be a common expense;

In addition to the foregoing and not in limitation thereof, the Board for its benefit, and for the benefit of the Association and all Members, shall acquire and pay out of the maintenance fund hereinafter provided the costs incurred to furnish the maintenance service, environmental protection and services provided in the First Amendment and Restatement of the Declaration and specifically, Article 7 thereof.

8.03. **Documents to Be Provided in the Event of Resale of a Unit.** In the event of a resale of a Residential Unit by an Owner, such Owner may obtain from the Board of Directors, for purposes of making available for inspection to a prospective purchaser, upon demand, the following information through the procedures described as follows:

8.03.01. A copy of the First Amendment and Restatement of the Declaration, this Restatement of By-Laws, other instruments and any rules and regulations.

8.03.02. A statement of any liens, including a statement of account of the Unit setting forth the amount of unpaid assessments and other charges due and owing.

8.03.03. A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

8.03.04. A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors.

8.03.05. A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

8.03.06. A statement of the status of any pending suits or judgments in which the Association is a party.

8.03.07. A statement setting forth what insurance coverage is provided for all Owners by the Association, if any.

8.03.08. The President of the Association or such other officer or agent as is designated by the Board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

8.03.09. The Board of Directors shall establish a reasonable fee covering the direct out-of-pocket cost of providing such information and copying.

ARTICLE 9 ASSESSMENTS – MAINTENANCE FUND

9.01. **Preparation of Estimated Budget:** Each year on or before December 15th, the Board shall separately estimate the total amount necessary to pay the costs of taxes, wages, materials, insurance, services, supplies and other expenses which shall be required during the ensuing calendar year to provide for the maintenance, services and environmental protection as specified in this Restatement of By-Laws and in the First Amendment and Restatement of the Declaration, together with a reasonable amount considered by the Board to be necessary as a reserve for contingencies and replacements, capital expenditures or repairs or payment of real estate taxes (the “Proposed Annual Budget”). Each Owner shall also receive, through a Prescribed Delivery Method, at least thirty (30) days, but not more than sixty (60) days prior to the adoption thereof, a copy of the Proposed Annual Budget, as well as a notice of the date and time of the meeting of the Board concerning the adoption of the Proposed Annual Budget, and any subsequent increase or decrease therein, or establishment of an assessment.

Immediately after adoption, the Board shall notify the Owner of record of each Residential Unit and each Lot as to the amounts of such estimates with a reasonable itemization thereof, and further, as to that portion of the total thereof, determined as hereinafter provided to be allocable to each.

If the adopted Proposed Annual Budget requires assessment against the Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Directors, upon written petition by

Owners with twenty percent (20%) of the votes of the Members filed within fourteen (14) days of the Board action, shall call a meeting of the Association within thirty (30) days of the date of filing of the petition to consider the Proposed Annual Budget. Unless a majority of the votes of the Owners are cast at the meeting to reject the Proposed Annual Budget, it shall be deemed ratified. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, for purposes of this paragraph, any authorized provisions for reasonable reserves for repair or replacement of the Property, and any anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

9.02. **Allocation and Assessment of Estimated Cash Requirements:** The estimated cash requirements shall be allocated as follows:

9.02.01. The allocation and assessment of estimated cash requirements for real estate taxes and the care and maintenance of Environmental Protection Areas, Enclosure Wall, Berms and Common Properties, Private Street and Parking Areas, light and electric pumping fixtures and insurance of Common Properties shall be divided into as many equal shares as there shall be Lots and Residential Units submitted to or subject to the provisions of the First Amendment and Restatement of the Declaration and one share thereof shall be allocated to each Lot Owner or Residential Unit Owner.

9.02.02. The allocation and assessment of estimated cash requirements for all other wares, goods, services and merchandise required to be furnished by the terms and conditions of the First Amendment and Restatement of the Declaration shall be divided into the number of shares and shall be allocated to the Owners of Residential Units and the Owners of Lots receiving the benefit thereof as more fully set forth in the First Amendment and Restatement of the Declaration.

No Owner who is subject to assessment, as hereinabove provided, may waive or otherwise deny liability for the assessments provided for herein by non-use of Common Properties, by abandonment of his Residential Unit, or refusal to accept the benefit of services.

9.03. **Payment of Assessments:** On or before January 1st of the next succeeding year and on the first day of each and every month of said year, each Owner is obligated to pay to the Board of Directors of the Association, one-twelfth (1/12) of the annual assessments.

9.04. **Accounting:** The Board shall furnish annually to all Owners who are subject to assessment, as hereinabove provided, a reasonably detailed summary of the cost and expenses for Common Properties and Services for the preceding calendar year actually incurred or paid, together with an indication of which portions were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided to such Owners. Such summary shall indicate the amount in excess of, or the amount by which the estimate was less than

the actual expenses and further shall indicate the excess or deficiency in the reserve accounts.

9.05. **Reserve for Contingencies and Replacement:** The Board shall accumulate and maintain a reasonable reserve for contingencies and replacements in respect of the Common Properties and Services. Extraordinary expenditures not ordinarily included in the annual estimate which may become necessary during the year, may be paid from such reserve; however, the Board may immediately thereafter levy a further assessment for the purpose of replacing the funds so withdrawn. If the estimated cash requirement in respect of the Common Properties and Services proves inadequate for any reason, including non-payment of any assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners who are subject to assessment as hereinabove provided in accordance with the procedure set forth in Section 9.01. Prior to the levying of such further assessment, each Owner shall receive notice, in the same manner as provided in Section 9.01, concerning the adoption of such further assessment and the Board shall advise every Owner by a statement in writing, giving the amount and reasons therefor, and such further assessment shall become effective with the monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment; provided that such further assessment shall be subject to the provisions of Section 9.01 of this Article. All Members so assessed shall be obligated to pay the adjusted monthly amount.

9.06. **Failure to Prepare Annual Budget:** The failure or delay of the Board to prepare, or failure or delay of any Board to serve the annual or adjusted estimate on any Owner who is subject to assessment as hereinabove provided shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owners who are subject to assessment as hereinabove provided shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly assessment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

9.07. **Books and Records:** The Board of Directors shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by any Owners or their mortgagees and their duly authorized agents or attorneys.

9.07.01. Copies of the recorded First Amendment and Restatement of the Declaration, other instruments, other duly recorded covenants and this Restatement of By-Laws and amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or the Board shall be available.

9.07.02. Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Properties, specifying and itemizing the

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

9.07.03. The minutes of all meetings of the Association and the Board of Directors shall be maintained. The Association shall maintain these records for a period of not less than seven (7) years.

9.07.04. Ballots, if any, for any election held for the Board of Directors and for any other matters voted on by the Owners shall be maintained for a period of not less than one (1) year.

9.07.05. With written statement of a proper purpose, such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not-For-Profit Corporation Act of 1986 shall be maintained.

9.07.06. A reasonable fee may be charged by the Association or its Board for the cost of retrieving and/or copying.

Where a request for records under this Section 9.07 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 this Section 9.07 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 of Directors.

9.08. **Status of Collected Funds:** All funds collected for Common Properties and Services shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder for such adjustments as may be required to reflect delinquencies or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners who are subject to assessment as hereinabove provided in the percentages as determined by application of the procedures set forth in Section 9.02, as to each allocation.

9.09. **Effect of and Remedies for Non-Payment of Assessments:** In the event that an Owner who is subject to assessment charge or other amounts due, as hereinabove provided, and is in default of payment thereof for a period of thirty (30) days, the Board in its own right and as a representative of all Owners subject to assessment, may without further notice:

9.09.01. Bring suit for eviction or to enforce collection of the amount thereof together with interest, at the highest rate permitted by the laws of the State of Illinois, court costs and attorney's fees;

9.09.02. Bring suit to foreclose the lien of such delinquent assessment charge, or other amounts due;

9.09.03. Suspend an Owner's right to vote in any election or matter coming before the Board or submitted to the Members for a vote;

9.09.04. Such other remedies as may be authorized by law.

The remedies afforded to the Association as in this Paragraph 9.09 provided, shall be deemed to be cumulative and the Board shall not be required to exhaust any one, or more, of such remedies prior to commencing the exercise of any of the remedies.

ARTICLE 10 OFFICERS

10.01. The officers shall be a president, vice president, a secretary and a treasurer. The president, the secretary and treasurer and the vice president shall be members of the Board of Directors.

10.02. The officers shall be chosen by a majority vote of the Board of Directors.

10.03. All officers shall hold office for terms established by the Board of Directors.

10.04. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

10.05. The vice president shall perform all the duties of the president in his or her absence.

10.06. The secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or she shall sign all certificates of membership and shall keep the records of the Association. He or she shall record in a book kept for that purpose the names of all Members of the Association, together with their addresses as registered by such Members.

10.07. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business. The

treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice president.

10.08. The treasurer shall keep proper books of account and, with the approval and direction of a majority of the Board, may cause an annual audit of the Association's books to be made by a certified public accountant at the completion of each fiscal year. He or she shall prepare an annual budget and annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE 11 COMMITTEES

11.01. The standing Committees of the Association shall be:

The Maintenance Committee; and
The Audit Committee.

11.02. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and in the furnishing of Services, and shall perform such other functions as the Board, in its discretion, determines, including approval of plans and specifications for landscaping of dwellings as set forth in the First Amendment and Restatement of the Declaration.

11.03. The Audit Committee shall supervise the annual internal audit and shall make recommendations with respect to the approval of the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article 10, Section 10.08. The treasurer shall be an ex officio member of the Committee. If an annual audit is approved by a majority vote of the Board of Directors, the Audit Committee will assist the independent accountant with its review of the Association's books and records.

ARTICLE 12 MEETINGS OF MEMBERS

12.01. The regular annual meeting of the Members shall be held on the 1st Monday of May of each year as determined by the Board of Directors.

12.02. Special meetings of the Members may be called, for any purpose, at any time upon:

12.02.01. Written request of twenty percent (20%) of all Members; or

12.02.02. The call of the President or the vote of the Board.

12.03. Notice of any meeting shall be given to the Members by the Secretary by a Prescribed Delivery Method. If a notice is sent to a Member through the mail, it will be sent postage thereon fully pre-paid, to his address appearing on the books of the corporation. Each Member shall register his address with the secretary. Notice of any meeting, regular or special, shall be given no less than ten (10) nor more than thirty (30) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article 6 or any action governed by the Articles of Incorporation or by the First Amendment and Restatement of the Declaration, notice of such meeting shall also be given or sent as therein provided.

12.04. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes shall constitute a quorum for any action governed by this Restatement of By-Laws. Any action governed by the Articles of Incorporation or by the First Amendment and Restatement of the Declaration shall require a quorum as therein provided, and absent such documentation shall be one-fifth (1/5) of the Members.

12.05. Where there is more than one Owner of a Unit, if only one of the multiple Owners is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated for that Unit. If more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There shall be presumed to be a majority agreement when any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

12.06. In the event of resale of a Unit, the purchaser of the Unit from an Owner who is a purchaser pursuant to an Installment Contract to purchase shall, during such time as the purchaser resides in the Unit, be counted towards a quorum for purposes of election of the Board of Directors at any meeting of the Association called for purposes of electing the Board, shall have the right to vote, instead of the Owner, for the election of the Board, and to be elected to and serve on the Board unless the Owner expressly retains in writing any or all of such rights. In no event may the Owner and purchaser both be counted towards a quorum, be permitted to vote for a particular office or be elected to and serve on the Board. Satisfactory evidence of the purchase contract or installment contract shall be made available to the Association or its agents.

ARTICLE 13 **SUBORDINATION OF THE LIEN TO MORTGAGE**

13.01. Subject to the provisions of applicable State law, the lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter or heretofore placed upon the Residence, Residential Unit,

Lot or Lots of each Owner subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Residence, Residential Unit, Lot or Lots, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve any Owner from liability for any assessments thereafter becoming due, nor shall it act to release any Lot or Residential Unit from the lien of any such subsequent assessment.

ARTICLE 14
PROXIES

14.01. At all corporate meetings of Members, each Member may vote in person or by proxy, except that Members may not vote by proxy in Board elections.

14.02. All proxies shall be in writing and filed with the secretary. At membership meetings, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of its execution. Every proxy shall automatically cease upon sale by the Member of his interest in the Association.

ARTICLE 15
BOOKS AND PAPERS

The books, records and papers of the Association as provided in Section 9.07 of this Restatement of By-Laws shall at all times, during reasonable business hours, be subject to the inspection of any Member, mortgagee and the mortgagee's or Member's duly authorized agents or attorneys.

ARTICLE 16
CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: "Wyndmuir Property Owners Association" or an abbreviation thereof approved by the Directors.

ARTICLE 17
AMENDMENTS

17.01. This Restatement of By-Laws (except Article 9, Section 9.02 and this Section) may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of the Members present in person or by proxy, provided that those provisions of this Restatement of By-Laws which are governed by the Articles of

incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further, that any matter stated herein to be or which is, in fact, governed by the First Amendment and Restatement of the Declaration applicable to the Development may not be amended except as provided in such First Amendment and Restatement of the Declaration. Section 9.02 and Article 17 hereof may be changed only upon the unanimous written consent of all Members and their mortgagees.

17.02. **Superseded By-Laws:** This Restatement of By-Laws supersedes any and all By-Laws, including the original By-Laws in their entirety and such earlier By-Laws shall have no force or effect whatsoever.

17.03. Amendments to this Restatement of By-Laws shall become effective when adopted unless otherwise provided in the amendment. Any procedural challenge to an amendment must be made within six months of its adoption or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Restatement of By-Laws.

ARTICLE 18 **GOVERNING DOCUMENT**

In the case of any conflict between the Articles of Incorporation and this Restatement of By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the First Amendment and Restatement of the Declaration applicable to the Development referred to in Section 1 and this Restatement of By-Laws, the First Amendment and Restatement of the Declaration shall control.

ARTICLE 19 **USE OF TECHNOLOGY**

19.01. In recognition of the convenience and efficiency that certain forms of communication can provide in the operations of the Association, the Association shall adopt rules and regulations to allow the following:

19.01.01 Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under The First Amendment and Restatement of the Declaration, this Restatement of By-Laws, or any rule or regulation, may be accomplished using the technology generally available at that time.

19.01.02. The Association, Board, Residential Unit Owners and Lot Owners may perform any obligation or exercise any right under The First Amendment and Restatement of the Declaration, this Restatement of By-Laws, or

any rule or regulation by use of any technological means that provides sufficient security, reliability, identification, and verifiability.

19.01.03. A verifiable electronic signature satisfies any requirement for a signature under The First Amendment and Restatement of the Declaration, this Restatement of By-Laws, or any rule or regulation.

19.01.04. Voting on, consent to, and approval of any matter under any provision of The First Amendment and Restatement of the Declaration, this Restatement of By-Laws, or any rule or regulation 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.

19.02. If any Member 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 Member without the use of electronic transmission or other equivalent technological means.

19.03. This Section 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 Code of Civil Procedure.

ARTICLE 20 CONFLICT OF INTEREST POLICY

20.01. The Association may not enter into a contract with a current Board member, or with a corporation, limited liability company, or partnership in which a Board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to the 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 membership, 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 Board member's immediate family means the Board member's spouse, parents, siblings, and children.

ARTICLE 21 INDEMNIFICATION

21.01. The Association shall indemnify every officer, Director, and committee member against all expenses, including counsel fees, reasonably incurred by them and

each of them in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, Director, or committee member of the Association.

21.02. The officers, Directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, Director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, Director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and Directors' liability insurance to fund this obligation, if such insurance is reasonably available, pursuant to the provisions of Section 8.02.03 herein.

CERTIFICATION

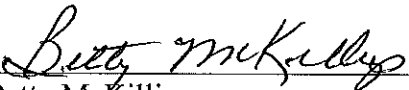
I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Association;

That the foregoing Restatement of By-Laws constitutes the amended and restated By-Laws of said Association, as duly adopted by the Members of the Association at a duly called and noticed meeting of the Members on the 4th day of January, 2016, by a vote of 20 ayes, 1 nays, constituting the approval of Members holding in excess of 2/3rds of the votes of Members present in person or by proxy at said meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 4th day of January, 2016.

[SEAL]



Betty McKillip
Secretary

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THROUGH 72 INCLUSIVE AND OUTLOTS G AND H IN WYNDMUIR
SUBDIVISION UNIT ONE OF THE WEST HALF OF THE NORTHWEST QUARTER OF
SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.