

STONEHENGE OF SYCAMORE
HOMEOWNERS ASSOCIATION
BY-LAWS

Article I

PLAN OF UNIT OWNERSHIP

Section 1. By-Laws Applicability. The provisions of these By-Laws are applicable to the Property. The term "Property" as used herein is as defined in the Declaration.

Section 2. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the family units (hereinafter referred to as "Units") of the Property or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

Article II

VOTING, MAJORITY OF OWNERS,
QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Unit Owner is entitled is the percentage assigned to the Family Unit or Units in the Declaration.

Section 2. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean those Owners holding more than 50% of the votes in accordance with the percentages assigned in the Declaration.

EXHIBIT E TO
DECLARATION ESTABLISHING A PLAN OF
CONDOMINIUM OWNERSHIP FOR
STONEHENGE OF SYCAMORE CONDOMINIUM

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Article III

ADMINISTRATION

Section 1. Association Responsibilities. The Owners of the Units will constitute the Association who will have the responsibility of administering the Property through its duly elected Board of Managers, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners.

Section 2. Organization. The Trustee, prior to the election of the first Board of Managers, and the Board of Managers at any time thereafter, may cause to be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called "Stonhenge of Sycamore Homeowners Association, Inc." or a name similar thereto, which corporation shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Corporation shall be deemed to be

the "Board of Managers" referred to herein and in the Condominium Property Act. Upon the formation of such Corporation, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

Section 3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Property or such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 4. Annual Meeting. The initial meeting of the voting members shall be held upon ten (10) days' written notice given by the Trustee. Such written notice may be given at any time after at least 51% of the Units are sold and occupied but must be given not later than thirty (30) days after all of the Units are sold and occupied. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of October following such initial meeting, and on the first Tuesday of October of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

Section 5. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place

of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 6. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 7. Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Order of Business. The order of business at all annual meetings of the Owners of Units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of inspectors of election.
- (g) Election of Board of Managers.
- (h) Unfinished business.
- (i) New business.

Section 9. Action Without Meeting. Any action, which under the provisions of the Illinois Corporations Code may be taken at a meeting of the Owners, may be taken without a meeting if authorized by a writing signed by all of the Owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

Article IV

BOARD OF MANAGERS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Managers composed of 5 persons, all of whom must be Owners of units in the Property, provided, however, if such Owner is a corporation, whether or not said corporation is the record title holder of the Unit or a beneficiary of a trust holding title, then any officer or other designated agent of such corporation shall be eligible to serve as a member of the Board.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Unit Owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Managers shall be responsible for the following:

- (a) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent.

- (b) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as herein provided.
- (c) that upon 10 days notice to Managing Agent or Board of Managers and payment of a reasonable fee any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.
- (d) designation and removal of personnel necessary for the maintenance, repair and replacement of the Common Elements.
- (e) method of adopting and of amending administrative rules and regulations governing the operation and use of the Common Elements.
- (f) keeping detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of week days.

Section 4. Managing Agent. The Board of Managers may employ for the Association a Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall

authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Employment of Real Estate Tax Agent. The Board may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownership, and 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 such service shall be a common expense.

Section 6. Election and Term of Office. At the initial meeting the voting members shall elect a Board of Managers. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting of the Association the voting members shall elect a Board of Managers. The term of office of the three Managers who receive the most votes shall be fixed for two (2) years. The term of office of the two other Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of two (2) years. The Managers shall hold office until their successors have been elected and hold their first meeting.

Section 7. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

Section 8. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 9. Organization Meeting. The first meeting of a newly elected Board of Managers shall be held within ten (10) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular Meetings. Regular Meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each manager, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days notice to each Manager, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Managers.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Managers Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. The Board of Managers shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Managers. Any action so approved shall have the same effect as though taken at a meeting of the Managers.

Section 15. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Compensation. The Managers will receive no compensation for their services.

Section 17. Liability of the Board of Managers. The members of the Board of Managers, the Trustee and the Developer, 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 as such Board members or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers and the Trustee against all contractual liability to others arising out of contracts made by the Board of Managers and the Trustee on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers or the Trustee, or out of the aforesaid indemnity in favor of the members of the Board of Managers, and the Trustee shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board of Managers, Trustee, or by the Managing Agent on behalf of the Owners shall provide that the members of the Board of Managers, Trustee or the Managing Agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage

of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

Section 18. Interpretation. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

Article V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Managers. The Managers may elect, one or more Vice-Presidents, an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually

vested in the office of a president of an Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

Article VI

OBLIGATION OF THE UNIT OWNERS

Section 1. Assessments.

- (a) All Owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro-rata according to the percentage of Common Elements allocated to the Unit owned, as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.
- (b) Not later than 60 days prior to the beginning of each fiscal year, the Association shall prepare a budget for the next fiscal year and determine the total charges to be assessed against each Unit. Each Owner thereof shall thereafter pay to the Association his assessment in 12 equal monthly installments, each installment to be paid on or before the 10th day of each month. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any Owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental or special estimate

of the total charges to be assessed against each Unit. The Association may, at its discretion, prorate any such supplemental or special assessment between the remaining months of the current year, or immediately levy a special assessment against each Unit. Each monthly installment shall become delinquent if not paid on or before the 25th day of each month. Each special assessment shall become delinquent if not paid within 10 days after the levy thereof. There shall accrue with each such delinquent monthly installment, and with each such delinquent special assessment, a late charge of \$5.00 together with interest at six (6)% per annum on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

- (c) The annual budget and the monthly assessments determined therefrom shall be approved at least 60 days prior to the beginning of each fiscal year at a special meeting of the Owners called for such purpose. A special meeting of the Owners shall also be called for the purpose of considering any supplemental or special assessments. Special meetings for the purpose of approving the annual budget or any special assessment shall be called by the President and notice thereof given pursuant to the provisions therefor as are set forth in Sections 4 and 5 of Article III of these

By-Laws. Approval of the annual budget or any special assessment shall require the approval of a "majority of the Owners", as defined in Section 2 of Article II of these By-Laws, either in person or by proxy.

- (d) The Board of Managers or the Managing Agent of the Association, on behalf of the Association, may cause to be recorded in the office of the county recorder of the county in which the project is situated, a notice of any delinquent sums due the Association from any Unit Owner, which notice shall state the amount of such delinquent sums and other authorized charges and interest (including the cost of recording such notice), a sufficient description of the Unit against which the same has been assessed, and the name of the record Owner or Owners thereof. Upon payment to the Association of such delinquent sums and charges in connection therewith, or other satisfaction thereof, the Board of Managers or Managing Agent shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges. Such notice shall be signed on behalf of the Association by any member of the Board of Managers or by the Managing Agent. The Association may demand and receive the cost of recordation of such release before recording same. Any purchaser or encumbrancer, acting in good faith

and for value, may rely upon such notice of satisfaction and release as conclusive proof of the full satisfaction of the sums stated in the notice of delinquent sums.

- (e) All such delinquencies shall be enforced, collected and/or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

- (a) Every Owner must perform promptly all maintenance, pest control, sanitation, and repair work within his own Unit, which if omitted would affect the Property in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of the Unit such as water, light, gas power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Unit Owner individually, shall be at the Owner's expense. Unit Owners shall also be responsible for repair and maintenance of the furnace and air conditioning unit serving their respective Units
- (c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Elements damaged through his fault.

Section 3. Use of Family Units--Internal Changes.

- (a) All Units shall be utilized for residential purposes only.
- (b) An Owner shall not make structural modifications or alterations in his Unit, installations located therein, without previously notifying the Association in writing, through the Managing Agent, if any, or through the President of the Board of Managers, if no Managing Agent is employed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Elements. An Owner shall not place or cause to be placed in the walkways, vestibules, stoops, and other common areas and facilities, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

- (a) An Owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers or the Association in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

- (b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct. In addition to such other rules and regulations as may be adopted from time to time by the Board of Managers.

- (a) No resident of the Property shall post any advertisements, or posters of any kind in or on the Property except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. The keeping of domestic animals will be in accordance with the Municipal Sanitary Regulations, including but not limited to cleaning and removing pet excrement and leashing.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the structure.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the structure.

- (e) It is prohibited to throw garbage or trash outside the areas provided for such purposes.
- (f) No Owner, resident or lessee shall install wiring for electrical or telephone installation, antennae or aerials (other than normal television antennae), machines or air conditioning units, etc., on the exterior of the structure except as authorized by the Association.
- (g) No Unit shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other Units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur. No noxious or offensive activity shall be carried on.
- (h) No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on the patios, porches or other areas. Dogs, cats, or other household pets (2 per Unit only) may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- (i) In order to insure adequate aesthetic controls and to maintain the general attractive appearance of the project (1) no Owner, resident or lessee shall, at his expense or otherwise, construct fences, walls or make any alterations, additions or modifications to or on any part or portion of the Common Elements, or place or maintain any objects on or about the exterior of any building within the project except as authorized

by the Association, and (2) no Owner, resident, lessee, invitee or other person, with or without the purported consent or cooperation of any Owner, resident or lessee, shall park, store or maintain in or on the

Common Elements any boats, trailers, campers, buses or vans, or other vehicles not customarily used as a means for general transportation. Provided, however, that the temporary parking of the aforesaid boats, trailers, campers, buses or vans, or other vehicles not customarily used for means of general transportation for periods of short duration (24 hours), as an incident to loading or unloading therefrom shall not be deemed a violation hereof. Provided further that the Board of Managers of the Association may adopt such additional rules and regulations respecting this provision as from time to time seems in the best interest of the Owners.

- (j) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.
- (k) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit.

- (l) No inflammable liquids shall be stored, kept or maintained in or on the Common Elements, restricted or otherwise.
- (m) No Owner shall install or operate ham radio equipment, X-ray or diathermy equipment, affecting adversely other Unit Owners.
- (n) The Operation of snowmobiles, mini-bikes or other similar vehicles, and model airplanes within the development is prohibited.
- (o) Any request for variance, or inquiry as to the application of this Article, shall be made in writing to the Board of Managers, and failure of the Board of Managers to reply within twenty (20) days shall constitute an approval of said request.
- (p) Parking of vehicles shall be in accordance with the rules and regulations set down by the Board, including the assignment of designation of parking areas and the assignment of parking spaces.

Article VII

AMENDMENTS TO PLAN OF UNIT OWNERSHIP

Unless the Act provides otherwise, these By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by those Owners holding at least 75% of the votes in accordance with the percentages assigned in the Declaration.

Article VIII

MORTGAGES

Section 1. Notice to Association. An Owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the President of the Board of Directors in the event

there is no Managing Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit.

Article IX

ILLINOIS CONDOMINIUM PROPERTY ACT

These By-Laws are set forth to comply with the requirements of the Condominium Property Act of the State of Illinois. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

Article X

TERMS DEFINED

The following terms, as used in these By-Laws, shall have the same meaning as are applied to such terms in the Declaration: "Project", "Condominium", "Common Elements", "Common Areas", "Family Unit", "Unit", "Mortgage", and "Mortgagee".

376517

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS
FILED FOR RECORD

OCT 16 1973 - 10 30 AM

Ralph J. J... CLERK OF DEKALB

376517