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**AMENDED AND RESTATED
DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE TOWNHOMES OF RIVERMIST
HOMEOWNERS' ASSOCIATION**

Unofficial Copy

This document prepared by and after recording to be returned to:

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**AMENDED AND RESTATED DECLARATION OF PARTY WALL RIGHTS,
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE
TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION**

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BY-LAWS OF

TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION

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**AMENDED AND RESTATED DECLARATION OF PARTY WALL RIGHTS,
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE
TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Townhomes of Rivermist Homeowners' Association has been approved this **13th day of May, 2024**, by no less than two-thirds (2/3rds) of the Board of Directors, pursuant to Section 1-60 of the Illinois Common Interest Community Association Act ("Act"), which provides that, where there is an omission or error in the Declaration, or instruments of the Association, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Director unless the Board of Directors' action is rejected by a majority of the votes of the members of the Association at a meeting of the members duly called for that purpose pursuant to a written petition of the members having twenty percent (20%) of the votes of the Association filed within thirty (30) days after the action of the Board of Directors to approve such amendment.

WITNESSETH:

WHEREAS, the Association and its Owners are the legal title holders of certain real estate in the City of DeKalb, County of DeKalb and State of Illinois, which real estate is legally described in the Schedule of Real Estate attached hereto and by this reference made a part hereof; and

WHEREAS, an Illinois not-for-profit corporation known as the Townhomes of Rivermist Homeowners' Association has been established which will require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the Townhouse Units; and

WHEREAS, the Association and its Owners have deemed it desirable for the preservation of the values and amenities of the Real Estate, the Townhouse Units and the Common Areas, collectively referred to as the "Development", to create an organization to which shall be delegated and assigned the powers of maintaining and administering the Common Areas and administering and enforcing the covenants and restrictions hereinafter contained and created; and

WHEREAS, there has been incorporated under the laws of the State of Illinois, as a not-for-profit corporation, **TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION**, hereinafter referred to as the "Association" for the purpose of exercising the functions aforesaid; and

ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to the **TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION**, an Illinois not-for-profit corporation.

Section 1.02. “Real Estate” shall mean and refer to that certain real estate described in Exhibit “A”.

Section 1.03. “Common Areas” shall mean all portions of the Real Estate except for the Townhouse Units (including those portions reserved for the exclusive use of certain Owners as hereinafter set forth). The Common Areas shall be for the common use and enjoyment of all Owners (except for those portions reserved for the exclusive use of certain Owners as hereinafter set forth), and such uses thereto by way of easement or other grant from the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners.

Section 1.04. “Townhouse Unit” shall mean one (1) of the several residential housing units, and that portion of the Real Estate underneath it which extends to the vertical plane of the surface of the exterior walls, and that portion of adjacent land as may be platted as part of the lot for such Townhouse Unit; which Townhouse Unit may be attached to one (1) or more other Townhouse Units by common party walls and which are designed or intended for the exclusive use as living quarters.

Section 1.05. “Owner” shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Townhouse Unit, including contract sellers, but excluding those having such interest merely as a mortgagee.

Section 1.06. “Member” shall mean and refer to any person or entity who holds membership in the Association.

Section 1.07. “Acceptable Technological Means” shall mean, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Section 1.08. “Board” shall mean the Board of Directors of the Association as constituted at any time or from time to time.

Section 1.09. “Occupant” shall mean any person or persons other than the Owner in possession of a Townhouse Unit.

Section 1.10. “By-Laws” shall mean the By-Laws of **TOWNHOMES OF RIVERMIST HOMEOWNERS’ ASSOCIATION**.

Section 1.11. “Declaration” shall mean this Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for **TOWNHOMES OF RIVERMIST HOMEOWNERS’ ASSOCIATION**.

Section 1.12. “Electronic Transmission” shall mean any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

Section 1.13. “Material Amendment” shall mean any amendment to the Declaration, By-Laws or the Association’s Articles of Incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens, reserves for maintenance, repair and replacement of the Common Areas; responsibility for the maintenance and repair of the Common Areas; allocation of interests in the Common Areas, or right to use the Common Areas; boundaries of any Townhouse Units; additions to or deletions from the Common Areas; expansion or contract in of the Development, or the addition, annexation or withdrawal of property from the Development; insurance or fidelity bonds; leasing of Townhouse Units; imposition of any restrictions on an Owner’s right to sell or transfer his or her Townhouse Units; requirements for the restoration or repair of the Development; or termination of the legal status of the Association or the Development following substantial destruction or condemnation.

Section 1.14. “Prescribed Delivery Method” shall mean mailing, delivering, posting in an Association publication that is routinely mailed to all Members, electronic transmission, or any other delivery method that is approved in writing by the Member and authorized by the community instruments.

Section 1.15. “City” shall mean the City of DeKalb, Illinois, its elected and appointed officials, officers, agents and employees.

Section 1.16. “Lot” shall mean a lot as designated on any plat of any portion of the Real Estate, recorded, from time to time, in the office of the Recorder of Deeds, DeKalb County, Illinois.

ARTICLE II
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Townhouse Unit, including a contract seller, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Townhouse Unit merely as a mortgagee. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Unit. Ownership of a Townhouse Unit shall be the sole qualification of membership.

ARTICLE III
VOTING RIGHTS AND BOARD OF DIRECTORS

Section 3.01. The Association shall one (1) class of voting membership:

Class A. Class A Members shall be all those Owners defined in Article II. Class A Members shall be entitled to one (1) vote for each Townhouse Unit in which they hold the interest required for membership by ARTICLE II. When more than one (1) person holds such interest in any Townhouse Unit, all such persons shall be Members. The vote for such Townhouse Units shall be

exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Townhouse Unit. All Members holding any interest in a single Townhouse Unit shall together be entitled to cast only one (1) vote for the Townhouse Unit.

Section 3.02. The provisions of Section 3.01 hereof shall be mandatory. No Owner of any interest in any Townhouse Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any Owner shall be of any force or effect for any purpose.

Section 3.03. The Association shall have a Board of five (5) Directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board by majority vote if so provided by the articles of incorporation or By-Laws. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the Association's articles of incorporation, this Declaration or the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The articles of incorporation and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

Section 3.04. The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

Section 3.05. Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Development or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

Section 3.06. The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Townhouse Units and the Common Areas and the use

thereof provided, however, that no rule or regulation shall conflict with the Declaration or any applicable laws, ordinances or codes.

Section 3.07. A copy of this Declaration, the By-Laws and the Association's books, records and financial statements to be kept by the Board shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or the City, at such reasonable time or times during the normal business hours as may be requested by the Owner or the City.

ARTICLE IV

PROVISIONS RELATING TO THE COMMON AREAS

Section 4.01. Every Owner shall have a right and easement in, over, upon and to the Common Areas for the purposes of vehicular and pedestrian ingress and egress and use of the open spaces, and other common facilities and the Common Areas shall be held for the use and benefit of each Owner, and such easement shall be appurtenant to and shall pass with the title to every Townhouse Unit subject to the following provisions:

- (a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. Sixty-seven per cent (67%) of the votes to the Class A membership shall be required to make such dedication or transfer effective.
- (b) All parking spaces shall remain available generally for the Owners or their guests and invitees, and no Owner shall have the exclusive use or right to use such unassigned parking spaces.

Section 4.02. There shall be as part of the Common Areas:

- (a) a system of driveways and parking lots to provide for ingress and egress from public roads and the parking of motor vehicles;
- (b) a system of pedestrian walks to provide for ingress and egress to the Townhouse Units;
- (c) recreational facilities as may be established by the Association from time to time; and
- (d) landscaped areas, benches and other open areas.

Section 4.03. An irrevocable license and easement is hereby granted to the City and police, fire, water, health and other authorized officials, employees and vehicles of the City, to go upon the Common Areas at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing this Declaration and all City ordinances, rules and regulations, and the statutes of the State of Illinois and the United States. In addition, duly designated officials and employees of the City are hereby granted an easement to enter upon, on

and over the Common Areas for purposes of maintaining, except as otherwise provided hereunder, any storm water detention area, drainage systems, storm and sanitary sewers, water mains, streets, sidewalks and any other utility or public service and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by any Owner or the Association. Except in the event of emergency situations, the City shall serve written notice upon the Association setting forth the manner in which the Association has failed to comply with its obligations under this Declaration. Said notice shall include a demand that such deficiency be cured within thirty (30) days from the date such notice is received. If such deficiency has not been cured within said thirty (30) days or any extension thereof granted by the City, the City may exercise said easement by entering the Common Areas and performing such maintenance or repair. The Association shall reimburse the City for all expenses incurred by it in performing such maintenance or repair. Said easement shall be exercised only to the extent and for such period of time that the maintenance or repair is required to accomplish the purpose hereinabove mentioned. It is the intention of this Section 4.03 to provide that the obligation for maintenance and repair of those main utility lines which service the Development (water storm sewer and sanitary sewer) shall be borne by the City and that the obligation for maintenance and repair of all other portions of the Common Areas, including those lines which service individual Townhouse Units (storm sewer, sanitary sewer and water) shall be borne by the Association. The City shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the City shall be construed as a waiver of that or any other rights.

Section 4.04. Any Owner may delegate, in accordance with the By-Laws, his right of ingress and egress to the Common Areas to the members of his family, occupants, guests, invitees or contract purchasers who reside in a Townhouse Unit.

Section 4.05.

(a) The Association shall have the right and duty to build, repair and maintain the Common Areas.

(b) The Association shall have the right of ingress and egress over and upon the Common Areas for any and all purposes in connection with the use, maintenance, construction, operation, repair and reconstruction of the Common Areas.

(c) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Areas and for the health, comfort, safety and general welfare of persons using the Common Areas.

Section 4.06. Notwithstanding any provisions herein to the contrary, the easements herein created shall be subject to:

Easements of record on the date hereof, including those easements granted on the attached Plat of Subdivision and any easements which may hereafter be granted by the Association to any public utilities or governmental bodies for the installation and maintenance of electrical and

telephone conduit and lines, gas pipes, sewers or water mains and pipes, or any other utility services serving any Townhouse Unit and to any provider of cable television service.

Section 4.07. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas, to or for any public use or purpose whatsoever.

Section 4.08. Easements for serving the Common Areas and other properties with public utilities and municipal services are hereby granted to Commonwealth Edison Company, Northern Illinois Gas Company, GTE Telephone Company, Warner Cable, the City and all other suppliers of utilities serving the Common Areas and the respective successors and assigns, jointly and severally to install, lay, construct, renew, operate, maintain or remove, from time to time, conduits, cables, pipes, wire transformers, switching apparatus and other facilities and appurtenances used in connection with serving the Common Areas and adjacent property with telephone communications electric, sewer, gas, water, drainage, cable television or other municipal services, upon, across and under the Common Areas provided, however, that all such public utilities shall be installed underground. Notwithstanding any code or ordinance provisions which may provide otherwise, no public utility shall be installed over the ground and nothing herein shall be deemed or construed as permitting over the ground utilities.

Section 4.09. All areas of and facilities upon the Common Areas, including, but not limited to, any detention areas, all open space, all driveways, parking areas, pedestrian walks and all landscaping shall be maintained by the Association in such a manner as to ensure the proper use and functioning of such areas as facilities as originally designated and/or constructed.

Section 4.10. Each driveway serving a particular Townhouse Unit shall be available for the use by the Townhouse Unit Owner, and such Owner's guests, licensees, and invitees, and shall not be generally available to other Townhouse Unit owners notwithstanding that a part or all of such driveway is located within the Common Areas.

ARTICLE V

MAINTENANCE OF TOWNHOUSE UNITS AND THE COMMON AREAS

Section 5.01. The Association shall determine the need for and may carry out or cause to be performed all maintenance and repair to the lots (excepting the Townhouse Units located thereon) and to the exteriors of the Townhouse Units, including without limitation, landscaping, lawn, tree and shrubbery care, driveways, exteriors, roofs, foundations, siding and trim, gutters and downspouts, fences, if any, porches, patio areas, and wooden decks located on or serving a Townhouse Unit made necessary and desirable in the sole discretion of the Association as a result of natural or ordinary wear and deterioration. Notwithstanding anything to the contrary in the preceding sentence, the Association shall determine the need for and may carry out or cause to be performed all maintenance and repair to lintels located above the garage doors of Townhouse Units as an Association expense. The Association shall, in addition, determine the need for and shall carry out or cause to be performed all such maintenance and repair of all gas, telephone and

electrical lines incorporated in and forming a part of the Townhouse Units as originally constructed that service more than one (1) Townhouse Unit, shall maintain and repair all water, storm sewer and sanitary lines which service only one Townhouse Unit, and such maintenance and repair shall not include the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances, sump pumps, glass surfaces, windows and patio doors, doors, electrical fixtures, air conditions and compressors, or any other portion of said unit which services only one (1) Townhouse Unit, or the interior of any Townhouse Unit or portion thereof. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Townhouse Unit is subject. The Association shall, in addition, be responsible for the proper maintenance of all landscaping located on the Lots and Common Areas, including, but not limited to, mowing the grass areas and the proper maintenance of all access roads and streets, including the snow plowing of all sidewalks, parking areas and driveways located within the Lots and Common Areas, and the storage of such snow on the Lots and Common Areas. The obligations of the Association as contained in this Section 5.01 shall be limited, however, to the extent that there are funds available in the Association's account from the assessments collected pursuant to ARTICLE VI hereof. The Association shall have the right to assess each and every Owner for any costs incurred in connection with the maintenance and repair of any underground sprinkling system located in the Development.

Section 5.02. The Association shall pay, as agent and on behalf of the Owners and out of the funds furnished to it by them for such purpose, all tax and other governmental impositions, utility bills and insurance premiums levied upon the Common Areas or any part thereof.

Section 5.03. Each Owner shall have the obligation to maintain in good condition and repair his glass surfaces, windows, front entry doors, and electrical fixtures. Upon the failure of any Owner to maintain those areas that are not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter into the Townhouse Unit thereon and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Townhouse Unit in the same manner as provided in ARTICLE VI hereof for nonpayment of maintenance assessments.

Section 5.04. There shall be no open trash or open refuse stored in any part of the Common Areas.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.01. Each Owner of any Townhouse Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments to be fixed, established and collected from time to time as hereinafter provided; and (b) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge

on the land and shall be a continuing lien upon the Townhouse Unit against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Townhouse Unit at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 6.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Development and in particular for the improvement and maintenance of the Development, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the Townhouse Units. Such uses shall include, but are not limited to the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Areas and of the maintenance of the exteriors of the Townhouse Units (except as otherwise provided herein) as may be from time to time authorized by the Board, and other facilities and activities including, but not limited to, caring for the grounds, landscaping, parking areas and driveways, equipment, storm water management system, street lighting, if any, subdivision signage at the entrance to the Development in accordance with applicable City code, all sanitary and storm sewer and water lines which service individual Townhouse Units, structures and appurtenances (other than facilities and activities maintained by any governmental authority or utility company), and other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve fund for repair, maintenance, replacements, taxes and other charges as specified herein. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners shall be paid for by the Association from the assessments levied hereunder. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

Section 6.03. The Board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 6.02 hereof.

Section 6.04. In addition to the annual assessments authorized above, the Association may levy in any assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement (including those items of maintenance and repair set forth in Section 5.01 hereof) of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, if any.

Section 6.05. Both annual and special assessments must be fixed at a uniform rate for all Townhouse Units, except as otherwise provided herein, and shall be collected on a monthly basis, or as other directed by the Association.

Section 6.06. The annual assessments provided for herein shall commence for all Townhouse Units on the first day of the month following the conveyance of the first Townhouse Unit, except as otherwise provided in Section 6.09 hereof. The Board shall fix the amount of the

annual assessment against each Townhouse Unit at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full monthly assessment on the first day of the month following conveyance of title to him. This payment shall be in addition to the prorated portion of the monthly assessment which the Owner shall pay as of the date title to his Townhouse Unit is conveyed. The Association 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 Townhouse Unit have been paid and, if not paid the amount of any such deficiency. Such certificates shall be conclusive evidence of payment of any assessment thereon.

Section 6.07. Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Townhouse Units against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate equal to four (4) percentage points over the Base Index rate announced from time to time by the Federal Reserve, or its successors, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the respective Townhouse Unit and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Townhouse Unit, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a foreclosure of a mortgage or deed of trust lien on real property.

Section 6.08. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Townhouse Units and recorded prior to the due date of the delinquent assessment, provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Townhouse Unit which became due and payable subsequent to the date the holder of said mortgage takes possession of the Townhouse Unit, accepts a conveyance of any interest in the Townhouse Unit or has a receiver appointed in a suit to foreclose his lien. The lien of the assessment shall not be affected by the sale or transfer of the corresponding Townhouse Unit unless the sale or transfer is pursuant to the foreclosure of the first mortgage thereon. In such a case, the transfer of title pursuant to the foreclosure shall extinguish the lien. However, neither the personal obligation of the transferor, if any, nor the resulting pro rata share of the burden of such non-payment or non-enforcement, imposed through a subsequent assessment, shall be affected.

Section 6.09. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of

the Board action, shall call a meeting of the Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

Section 6.10. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of Section 6.09 or Section 6.11. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

Section 6.11. Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by Section 6.10 and Section 6.11, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

ARTICLE VII

INSURANCE

Section 7.01.

(a) The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons and property damage in an amount not less than One Million Dollars (\$ 1,000,000.00) per occurrence, and in the aggregate, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of the Common Areas. The Association shall be further responsible for maintaining such policies of insurance for the Common Areas against loss or damage by fire and such other hazards contained in a customary "all risk" policy provided that such policies shall (i) provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the Association and all mortgagees of record of the Common Areas; (ii) provide that all mortgagees of record of the Common Areas shall have the right to pay overdue insurance premiums and to obtain new coverage in the event the existing insurance policy lapses; (iii) provide coverage in the amount of one hundred per cent (100%) of current full replacement value; and (iv) contain standard mortgage clause endorsements in favor of the mortgagee(s) of the Common Areas, as their respective interests may appear.

Replacement cost shall be determined annually by an independent appraiser or by a method acceptable to the insurance company providing such coverage. The liability policy shall also name as insureds the Association's agents, officers, employees and each Owner.

(b) The Association shall be responsible for procuring and maintaining a fidelity bond insuring the Association, the Board and the Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Owners in such amounts as the Board shall deem necessary but not less than one hundred fifty per cent (150%) of the annual operating expenses of the Association, including reserves. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premiums or otherwise substantially modified without thirty (30) days' prior written notice to the Association.

(c) The Association may also obtain such other kinds of insurance as the Association shall from time to time deem prudent in such amounts as the Association shall deem desirable including, but not limited to the following: earthquake and flood risk, directors and officers liability, worker's compensation and employer liability, and non-owned or hired automobile insurance.

Section 7.02. Each Owner shall procure and maintain in full force at all times insurance covering his Townhouse Unit consisting of, or providing all the protections afforded by, the insurance now generally described in an "all risk" policy to one hundred per cent (100%) of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than One Thousand Dollars (\$1,000.00) and naming the Association as an additional insured on each policy. A certificate of insurance evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least ten (10) days prior to the expiration date of the expiring insurance. In the event a Townhouse Unit or any portion thereof shall be damaged or destroyed by fire or other casualty and the Owner thereof shall cause it to be repaired, restored or reconstructed, as the case may be, the repairs, restoration or reconstruction shall be in the same architectural style and design as was originally constructed and shall conform in all respects to all applicable laws or ordinances in force at the time of such repair, restoration or reconstruction. In the event of the total or substantial destruction of all of the Townhouse Units, the architectural design of the Townhouse Units to be rebuilt and the materials to be used in construction the same shall be agreed upon among the Owners thereof, and in the absence of such agreement, the rebuilt Townhouse Units shall be substantially similar in architectural design as the original Townhouse Units and shall be constructed of comparable materials and quality of construction.

Section 7.03. Upon the failure of any Owner to procure and maintain the insurance required in Section 7.02 hereof or, in the event the Board, in its sole discretion, determines that the Townhouse Unit is underinsured, the Board shall have the authority to procure such insurance and/or additional insurance, as the case may be, and the costs thereof shall become a lien upon the Townhouse Units in the same manner as provided in ARTICLE VI hereof for non-payment of maintenance assessments.

Section 7.04. All repair, restoration or rebuilding pursuant to the provisions of this ARTICLE VII shall be carried out under such supervision and direction as the Board shall deem

appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Townhouse Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of, the Association in connection therewith.

Section 7.05. In the event of such damage or destruction of a Townhouse Unit, the holder of the mortgage encumbering said Townhouse Unit shall cause the proceeds of any insurance required pursuant to Section 7.02 hereof to be utilized in restoring the Townhouse Unit pursuant to the terms of this Article.

Section 7.06. In any case in which the Owner or Owners concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this ARTICLE VII, the Association shall cause such repairs or rebuilding to be furnished, provided and installed, in the same manner as set forth in Section 7.03 hereof, provided, however, that to the extent the insurance proceeds referred to in Section 7.02 are insufficient as to any Townhouse Unit, the particular Owner shall be responsible to the Association for such deficiency, and the Association shall have, and is hereby granted, a continuing lien on the Townhouse Unit for which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the amount that cost thereof exceeds insurance proceeds; (b) interest at a rate equal to four (4) percentage points above the Base Rate charged by the Federal Reserve, or its successor, from time to time from the date of the Association's payment of such costs, and (c) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Townhouse Unit in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Association therefore, as aforesaid, such lien shall be foreclosed against the Townhouse Unit by the Association in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien in this Section 7.06 provided for shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Townhouse Unit.

Section 7.07. In the event of any damage or destruction to the exterior portion of a Townhouse Unit and the Loss is covered by policies of insurance, the Board shall have the authority to settle and adjust any claim under such policies without the consent of the respective Owner.

ARTICLE VIII

RESTRICTIONS RELATING TO PROPERTY

Section 8.01.

- (a) The Owners shall comply with all ordinances of the City in connection with the use of any Townhouse Unit.
- (b) All buildings or structures in the Development shall be of new construction.

Section 8.02. Each Townhouse Unit conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 8.03. The Townhouse Units shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same, or any portion thereto, and no resident's use of a Townhouse Unit shall endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except as provided in Sections 4.01 (b) and 8.06 herein and provided further, that the Townhouse Units restrictions contained in this Section shall not be construed in such a manner as to prohibit any Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.

Section 8.04. Except as hereinafter provided in Section 8.06 hereof, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence at any time, either temporarily or permanently.

Section 8.05. No advertising sign (except one (1) "For Rent" or "For Sale" sign of not more than five (5) square feet per Townhouse Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Townhouse Unit except as provided in Section 8.06 hereof. Any such sign shall be in compliance with all applicable City ordinances.

Section 8.06. The foregoing covenants of this ARTICLE VIII shall not apply to the activities of the Association.

Section 8.07. No animals, livestock or poultry of any kind at all shall be raised, bred, or kept at the Development, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept in a Townhouse Unit, provided, that they are not kept, bred or maintained for any commercial purposes and are in compliance with all applicable rules and regulations promulgated by the Association.

Section 8.08. All rubbish, trash or garbage shall be kept so as not to be seen from neighboring Townhouse Units and streets, and shall be regularly removed from the Development and shall not be allowed to accumulate thereon.

Section 8.09. Drying of clothes shall be confined to the interior of the Townhouse Units.

Section 8.10. Without prior written authorization of the Board, no television, radio or ham radio antennas, or satellite dishes of any sort shall be placed, allowed or maintained on the exterior of any Townhouse Unit or any portion of the Common Areas, nor upon any structure situated in the Development.

Section 8.11. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other properties or their owners.

Section 8.12. There shall be no change in any garage doors, exterior light fixtures or exterior color of any Townhouse Unit from the color scheme selected by the Owner upon the initial conveyance of the Townhouse Unit from the Developer without the prior written approval of the Association. Any exterior storm doors shall be constructed of full-view glass except for the frame with kick plate. The exterior light fixtures on the garage must be wired to a photoelectric cell and to the Owner's electric meter.

Section 8.13. There shall be no fences, screened porches, patios, decks or similar improvements commenced, erected, or maintained within the Development without the prior written approval of the Association and the issuance of any appropriate permit from the City and in any case, no such improvement shall encroach upon any portion of the Common Areas, except as otherwise allowed hereunder.

Section 8.14. No nuisance, noxious or offensive activity shall be earned on within the Development nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants.

Section 8.15. The Development is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities for reasonable inspection of the exterior of the Townhouse Units from time to time for the purposes of carrying out any and all of the obligations and functions with respect to such Townhouse Unit as are herein imposed upon or permitted to the Association.

Section 8.16. The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Areas as the Board, in its sole discretion, deems appropriate or necessary.

Section 8.17. Subject to applicable City ordinances, parking areas and driveways shall be used for parking operable automobiles and private vans only and shall not be used for campers, recreational vehicles, trucks, buses, motorcycles, trailers, commercial vans, snowmobiles, boats or for any other purpose. The Board may authorize such vehicles parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Townhouse Unit of the owner of the vehicle in the same manner as provided in ARTICLE VI hereof for nonpayment of maintenance assessments.

Section 8.18. The Common Areas are hereby subjected to a permanent easement appurtenant to any adjoining portion of the Common Areas to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining portion of the Common Areas, including roof structures which overhang and encroach upon a Townhouse Unit or the Common Areas, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement, provided, however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of

the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section 8.18. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Developer, notwithstanding any lapse of time since such improvements, material or other obstacle was in place in or over the easement area.

Section 8.19. No building, wall or other structure or landscaping shall be commenced, erected or maintained in the Development, nor shall any exterior addition to or change or alteration or, in the event of a casualty loss, any restoration made to the exterior portion of any Townhouse Unit, therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, and the grading plan and landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee of three (3) or more persons appointed by the Board. In the event the Board or its architectural committee, fails to approve or disapprove such design and location within forty (40) days after said plans and specifications have been submitted to it, or in the event no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Section 8.19 will be deemed to have been fully complied with. The Board or its architectural committee shall, in addition, have the right to approve the general contractor responsible for performing the work in connection with the restoration of the exterior portion of any Townhouse Unit in the same manner as approval of plans and specifications is obtained. Any work performed in accordance with this Section 8.19 shall not be undertaken without the issuance of any appropriate permit by the City.

Section 8.20. No Owner shall be allowed to utilize that portion of the Common Area upon which any retention basins are located.

Section 8.21. Each Owner shall generally keep the garage door for his Townhouse Unit closed except when entering and exiting the garage.

Section 8.22. Notwithstanding any provision in the Declaration, By-Laws, community instruments, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas (if any) and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas (if any) and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this provision:

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

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE IX

PARTY WALLS

Section 9.01. All walls which serve two (2) or more Townhouse Units, shall at all times be considered party walls, and each of the Owners of the Townhouse Units upon which any such party wall shall stand shall have the right to use said party wall below and above the surface of the ground and along the whole length, or any part of the length thereof, for the support of said Townhouse Units and for the support of any building constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located therein or thereon, subject to the restrictions hereinafter contained.

Section 9.02. No Owner of any Townhouse Unit nor any successor in interest to any such Owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

Section 9.03. In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owner of any Townhouse Unit upon which such party wall may rest shall have the obligation to repair or rebuild such wall and the Owner of each Townhouse Unit upon which such wall shall rest, be served or benefitted by shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in a workmanlike manner with materials comparable to those used in the original wall and shall conform in all respects to the laws or ordinances regulating the construction of building in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

Section 9.04. The foregoing provisions of this Article notwithstanding, the Owner of any Townhouse Unit, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Owner, or other interested party, to contribution from any other Owner

under this ARTICLE X shall be appurtenant to the land and shall pass to such Owner's or other person's successors in title.

ARTICLE X

LEASING OF TOWNHOUSE UNITS

Section 10.01. Except as noted in Section 12.03, every Townhouse Unit in the Townhomes of Rivermist Homeowners' Association is subject to the following rules and regulations, regardless of whether it is stated in the lease:

- (a) the lease must be in writing;
- (b) the lease must be for the entire unit;
- (c) the lease must be for a minimum period of not less than six (6) months. Renewals can be for any length;
- (d) the use of the premises is subject to the By-Laws and the rules and regulations of the Association;
- (e) within thirty (30) days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to an officer or Director of the Association;
- (f) the Townhouse Unit cannot be used as a motel or hotel or otherwise for transient tenants; and
- (g) if any Owner (landlord) or tenant is in violation of any of the provisions of the By-Laws, including any rules and regulations, the Association may bring an action in its own name or in the name of the Owner, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration; the By-Laws of the Association or the rules and regulations, the court may find the tenant guilty of forcible detainer despite the facts that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association. If permitted by present or future law, the Association may recover all of its cost, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Townhouse Unit that shall bind the Townhouse Unit in the hands of the then Owner and the Owner's successors and assigns. The Association shall give the tenant and the Owner written notice of the nature of the violation of the rules and twenty (20) days from the mailing of the notice in which to cure the violation before the association may file for eviction.

Section 10.02. By becoming a tenant, each tenant agrees to be bound by the By-Laws and the other rules and regulations of the Association, and recognizes and accepts the right and the power of the Association to evict the tenant for any violation by the tenant of the By-Laws and the other rules and regulations of the Association.

Section 10.03. To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Townhouse Units in the project, only subsections (d) and (e) of Section 12.01 of these rules and regulations apply to a first mortgage lender who has title to the Townhouse Unit through (a) foreclosure of its first mortgage on the Townhouse Unit; or (b) a deed in lieu of foreclosure on its first mortgage on the townhouse. Any subsequent purchaser from the first mortgage lender is subject to all of the rules and regulations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. The Association, the City or any Owner, their successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed, by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the Association in prosecuting such action. The amount of such attorney's fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's Townhouse Unit, enforceable as other liens herein established. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so with the enforcement of any provisions hereunder, the violation of which shall also be considered a violation of any applicable City ordinance.

Section 11.02. Invalidation of any of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

Section 11.03. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the City, the Owner of any Townhouse Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Amended and Restated Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by those Members entitled to cast seventy-five per cent (75%) of the total votes and as provided in ARTICLE III, Section 3.01 hereof and then properly recorded. These covenants and restrictions may also be cancelled or amended by an instrument signed by sixty percent (60%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question.

Section 11.04. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class persons consisting of all of the lawful descendants of Joseph Biden, President of the United States, living at the date of this Declaration.

Section 11.05. Any notices required under the provisions of this Declaration to be sent to any Member or Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing, or when sent by acceptable technological means.

Section 11.06. If at any time or times the Board shall deem it necessary or advisable to re-record this Declaration or any part hereof in the Office of the Recorder of Deeds of DeKalb County, Illinois, in order to avoid the expiration hereof or of any of the provisions of the Illinois Revised Statutes presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of the Members shall vote against such re-recording, the Association shall have, and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners in every way and with all the full force and effect as though such action were taken by each of said Owners and re-recorded document executed and acknowledged by each of them.

Section 11.07. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon the Association and each subsequent holder of any interest in any portion of the Development and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Development or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 11.08. In amplification of and in addition to the provisions contained in ARTICLE VI, Section 6.07, in the event of any default of any Owner, the Association, all other Owners and the City may and shall have all rights and remedies as shall otherwise be provided or permitted by law or in equity.

Section 11.09. In the event that any part of any Townhouse Unit encroaches or shall hereafter encroach upon any part of any other Townhouse Unit or the Common Areas, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall

a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Townhouse Unit of another Owner or if it occurred due to the willful conduct of any Owner.

Section 11.10. The Association reserves the right to re-record the Plat of Subdivision referred to in Section 4.13 (b) hereof, to correct any inaccuracies, errors or mistakes contained therein, subject to the prior review and approval of the City.

Section 11.11. Any aggrieved Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board, by an action at law or in equity against the defaulting Owner or occupant of his Townhouse Unit.

Section 11.12. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class cooperative housing development.

Section 11.13. If all or any part of the Common Areas shall be taken through condemnation proceedings by any governmental authority having power to do so, the net proceeds of such taking shall be paid to and retained by the then owner of the Common Areas. If any part of one (1) or more Townhouse Units shall be taken by one (1) or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings shall be divided equitably among, and retained by, the Owners of the Townhouse Units wholly or partially taken in such condemnation proceedings, subject to the rights of the holders of first mortgage liens on the Townhouse Units.

Unofficial

BY-LAWS OF TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION

ARTICLE I

PURPOSES AND POWERS

The Association shall be responsible for the general management and supervision of the Real Estate and shall have all of the powers to perform, and shall be responsible to perform all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not-For-Profit Corporation Act of the State of Illinois and the Common Interest Community Association Act which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II

OFFICES

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.

2.02 Principal Office. The principal office of the Association shall be maintained in DeKalb County, Illinois.

ARTICLE III

MEMBERSHIP

3.01 Voting Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Townhouse Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Unit. Ownership of such Townhouse Unit shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude the Developer from membership while it, or its successors in interest, if any, owns one (1) or more Townhouse Units. Voting rights with regard to each Member are set forth in Section 3.02 hereof.

3.02 Classes of Membership. The Association shall have one (1) class of voting membership.

Members. Members shall be all those Owners as defined in Section 3.01. Members shall be entitled to one (1) vote for each Townhouse Unit in which they hold the interest required for membership by Section 3.01. When more than one (1) person holds such

interest in any Townhouse Unit, all such persons shall be Members and the vote for such Townhouse Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Townhouse Unit.

3.03 Meetings.

(a) **Quorum and Procedure.** Meetings of the Members shall be held at the principal office of the Association or at such other place in DeKalb County, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty percent (20%) of the total votes determined pursuant to Section 3.02 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having twenty percent (20%) of the total votes present at such meeting. Any Member in writing may waive notice of a meeting or consent to any action of the Association without a meeting. Upon proof of purchase, the purchaser of a Unit from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, and shall have the right to vote for the members of the Board of the Association, and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights.

(b) **Annual Meeting.** Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president, the Board, or 20% of the Members, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Special meetings of the Board may be called by the president or 25% of the Board.

3.04 Notice of Owner Meetings. Notices of meetings require to be given herein may be delivered either personally, by mail or by prescribed delivery method to the members, addressed to such members at the address given by him to the Board for the purpose of service of such notice or to the Unit of the Owner, if not address has been given to the Board. Notice of any membership meeting be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a prescribed delivery method.

3.05. Proxies. At any meeting of Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

3.06. Attendance at Meetings by Owners. Meetings of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association

has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or unit owner's unpaid share of common expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

3.07. Voting Rights. A Member may vote:

(a) by proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution; or

(b) by submitting an Association-issued ballot in person at the election meeting; or

(c) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or By-Laws; or

(d) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

3.08. Use of Technology.

(a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Common Interest Community Association Act may be accomplished using acceptable technological means. This Section governs the use of technology in implementing the provisions of any community instrument or any provision of the Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

(b) The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any community instrument or any provision of the Common Interest Community Association Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of the Common Interest Community Association Act.

(d) Voting on, consent to, and approval of any matter under any community instrument or any provision of the Common Interest Community Association Act may be accomplished by acceptable 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 nonelectronic form.

(e) Subject to other provisions of law, no action required or permitted by any community instrument, or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors.

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

(g) 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 Common Interest Community Association Act.

ARTICLE IV

BOARD OF DIRECTORS

4.01 **Board of Directors.** The direction and administration of the Real Estate in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may, from time to time, increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than five (5), and that the terms of at least two-fifths (2/5) of the persons on the Board shall expire annually. Each member of the Board shall be one of the Owners; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board and provided further that in the event a member of the Board has entered into a contract to sell his or her Townhouse Unit and vacates the Townhouse Unit prior to the consummation of that transaction, such member shall no longer be eligible to serve on the Board and his term of office shall be deemed terminated. The Board shall meet at least four (4) times annually. The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board.

4.02. **Determination of Board to be Binding.** All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

4.03. **Election of Board Members.** At the annual meetings of the Members, there shall be elected a Board of Directors. In all elections for members of the Board of Directors, each Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

Board Members shall be elected for a term of two (2) years each. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election. Elections shall be held in accordance with the community instruments, provided that an election shall be held no less frequently than once every twenty-four (24) months, for the Board of Directors from among the membership of the Association. If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws or operating agreement. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

4.04. **Compensation.** Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.05. **Vacancies in the Board.** Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.07 hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled by a two-thirds vote of the remaining board members until the next annual meeting of the membership or until members holding 20% of the votes of the association request a meeting of the members to fill the vacancy for the balance of the term. A meeting of the members shall be called for purposes of filling a vacancy on the board no later than 30 days following the filing of a petition signed by membership holding 20% of the votes of the association requesting such a meeting.

4.06 **Election of Officers.** The Board shall elect from among its Members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the 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 such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

4.07. **Removal of Board Members.** Any Board Member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total 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 Members at the same meeting or any subsequent meeting called for that purpose.

4.08 **Meeting of Board.** The Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other

conspicuous places in the common areas of the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in Section 1-45(a) or any other provision of the Common Interest Community Association Act. 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 the 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 those present at its meetings when a quorum is present.

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.

4.10. Conflict of Interest. 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 (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the 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 provision, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

4.11 Electronic Means. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by electronic or acceptable technological means. If the Board adopts such rules, Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Member shall state that a Member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

ARTICLE V

POWERS OF THE BOARD

5.01 **General Powers of the Board.** Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) To administer the affairs of the Association and the Real Estate and the Common Areas;
- (c) Subject to Section 5.02 (b) below, to engage the services of a manager or managing agent who shall manage and operate the Real Estate and the Common Areas;
- (d) To formulate policies for the Administration, management and operation of the Real Estate and the Common Areas;
- (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Real Estate and the Common Areas, and to amend such rules and regulations from time to time;
- (f) To provide for the maintenance, repair and replacement of lawns, landscaped areas, Common Areas and the exterior portions of the Townhouse Units, to the extent not maintained by the Owners thereof, and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) 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 purchases for the maintenance, repair, replacement, administration, management and operation of the lawns and landscaped areas and the exterior portions of the Townhouse Units to the extent not maintained by the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such Townhouse Units their respective shares of such estimated expenses, as hereinafter provided; and
- (i) To exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Articles of Incorporation, the Declaration or these By-Laws.

- (j) After notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Unit Owners for violations of the Declaration, By-Laws, operating agreement, and rules and regulations of the Association; and
- (k) To establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

5.02 Rules and Regulations: Management.

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

(b) **Management.** The Board may engage the services of an agent to manage the Real Estate to the extent deemed advisable by the Board. Any management fees incurred pursuant to this Section 5.02 (b) shall be paid from the assessments collected pursuant to ARTICLE VI hereof.

(c) **Not-For-Profit.** 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.

5.03 Liability of the Board of Directors. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistakes 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 or officers on behalf of the Owners unless any 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 his proportionate share of the total liability thereunder.

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

6.01 Preparation of Estimated Budget. Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will be required during the ensuing calendar year 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, and shall, on or before February 1, notify each Owner in writing as to the amount of such estimate (“Estimated Cash Requirement”), Each Member shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual

budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association. If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets. The Estimated Cash Requirement shall be assessed equally among all of the Owners as provided in Section 6.09 of the Declaration. On or before March 1 following and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section 6.01. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. 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 specific Townhouse Unit have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

6.02 Extraordinary Expenditures. The Board shall build up and maintain a reasonable reserve for authorized capital 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 non-payment of any Owner’s assessment, the Board may, at any time, levy a further assessment which shall be divided pro rata among the remaining installments for such fiscal year and assessed equally among the Owners, other than the Developer. The Board shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the adjusted monthly amount.

6.03 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner 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 Owner shall continue to pay the monthly maintenance charge at the then

existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.04 Books and Records. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Owner, their mortgagees, and their duly authorized agents or attorneys: (i) copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available; (ii) detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained; (iii) the minutes of all meetings of the Board which shall be maintained for not less than 7 years; (iv) with a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year; (v) with a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained; (vi) with respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Owner and a designation shall remain in effect until a subsequent document is filed with the Association, (vii) any reserve study. A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested. Where a request for records under this section is made in writing to the board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the board.

In the event of any resale of a Unit by a Member or Unit Owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following: (1) a copy of the Declaration, other instruments, and any rules and regulations; (2) a statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing; (3) a statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years; (4) a statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects; (5) a copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available; (6) a statement of the status of any pending suits or judgments in which the Association is a party; (7) a statement setting forth what insurance coverage is provided for all Members or Owners by the Association for common properties. The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information. A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the unit seller for providing the information.

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. All funds not otherwise employed 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.

6.06 **Remedies for Failure to Pay Assessments.** Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the Base Index Rate announced from time to time by the Federal Reserve, or its successor, plus four per cent (4%), and the Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Townhouse Unit, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Townhouse Unit of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid for the Townhouse Unit so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Any court shall be authorized to restrain the defaulting Owner from reacquiring his Townhouse Unit at such foreclosure sale. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the Townhouse Units, provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Townhouse Unit which became due and payable subsequent to the date the holder of said mortgage takes possession of the Townhouse Unit, accepts a conveyance of any interest in the Townhouse Unit or as a receiver appointed in a suit to foreclose his lien.

6.07 **Forcible Entry and Detainer.** In addition to the rights and remedies set forth in Section 6.06, if any Owner shall default in the payment, when the same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after notice to said Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Townhouse Unit and shall have the right, on behalf of the other Owners, to enter and take possession of the Townhouse Unit from said defaulting Owner, to put out the Owner, or any Occupant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under the circumstances and to exercise any of the rights and remedies set forth.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

All Owners shall maintain, occupy and use their Townhouse Units and the Common Areas only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members.

ARTICLE VIII

COMMITTEES

8.01 **Board Committees.** The Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees, each of which shall consist of one (1) or more directors. The committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association, but 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 or her by law.

8.02 **Special Committees.** Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in their judgment the best interests of the Association shall be served by such removal.

8.03 **Term.** Each member of the committee shall continue as such until the next annual meeting of the Board and until his or her successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.04 **Chairman.** One (1) member of each committee shall be appointed chairman.

8.05 **Quorum.** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.06 **Rules.** Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IX

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of the Members entitled to cast three-fourth (3/4) of the total votes.

ARTICLE X

INTERPRETATIONS

In the case of any conflict between the Articles of Incorporation of the Association and these By- Laws, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI

DEFINITION OF TERMS

The terms used in these By-Laws shall have the same definition as set forth in the Declaration to which these By-Laws are attached to the extent such terms are defined therein.

Unofficial

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

Lots 1, 2, 3, 4 and 5 and Common Area Lot 101 and Common Area Lot 102 (and portion or portions thereof) in the Gardens of Rivermist, Unit 1 P.U.D., a Subdivision of part of Section 2, Township 40 North, Range 4, East of the Third Principal Meridian, in the City of DeKalb, according to the plat thereof recorded November 25, 2002, in Plat Cabinet #9 at Slide #42 C, as Document No. 2002024789, in DeKalb County, Illinois.

201	501 Brant Circle	08-02-325-015
202	503 Brant Circle	08-02-325-016
203	505 Brant Circle	08-02-325-017
204	531 Brant Circle	08-02-325-031
205	533 Brant Circle	08-02-325-030
206	535 Brant Circle	08-02-325-029
207	511 Brant Circle	08-02-325-019
208	513 Brant Circle	08-02-325-020
209	515 Brant Circle	08-02-325-021
210	521 Brant Circle	08-02-325-022
211	523 Brant Circle	08-02-325-023
212	525 Brant Circle	08-02-325-024
213	541 Brant Circle	08-02-325-033
214	543 Brant Circle	08-02-325-034
215	545 Brant Circle	08-02-325-035
222	571 Brant Circle	08-02-325-012
223	573 Brant Circle	08-02-325-013
224	575 Brant Circle	08-02-325-014
Lot 102	Common Area	08-02-325-032

50	510 Katharine Circle	08-02-353-017
51	512 Katharine Circle	08-02-353-018
52	514 Katharine Circle	08-02-353-019
53	520 Katharine Circle	08-02-353-020
54	522 Katharine Circle	08-02-353-021
55	524 Katharine Circle	08-02-353-022
56	530 Katharine Circle	08-02-353-026
57	532 Katharine Circle	08-02-353-024
58	534 Katharine Circle	08-02-353-025
59	540 Katharine Circle	08-02-353-026
60	542 Katharine Circle	08-02-353-027
61	544 Katharine Circle	08-02-353-028
503	554 Katharine Circle	08-02-353-032
502	552 Katharine Circle	08-02-353-031
501	550 Katharine Circle	08-02-353-030
Lot 101	Common Area	08-02-353-029

Parcel 2:

Units 601, 602 and 603 in the Gardens of Rivermist Resubdivision of Lot 6, a Resubdivision of Lot 6 and part of Lot 101 of the Gardens of Rivermist Unit One P.U.D., a Subdivision of part of Section 2, Township 40 North, Range 4, East of the Third Principal Meridian, in the City of DeKalb, according to the plat thereof recorded October 07, 2003, in Plat Cabinet #9 at Slide #77-C, as Document No. 2003029809, in DeKalb County, Illinois.

603	560 Katharine Circle	08-02-353-012
602	562 Katharine Circle	08-02-353-011
601	564 Katharine Circle	08-02-353-010

Parcel 3:

Units 701,702 and 703 in the Gardens of Rivermist Resubdivision of Lot 7, a Resubdivision of Lot 7 and part of Lot 101 of the Gardens of Rivermist Unit One P.U.D., a Subdivision of part of Section 2, Township 40 North, Range 4, East of the Third Principal Meridian, in the City of DeKalb, according to the plat thereof recorded October 07, 2003, in Plat Cabinet #9 at Slide #77-C, as Document No. 2003029809, in DeKalb County, Illinois.

703	570 Katharine Circle	08-02-353-015
702	572 Katharine Circle	08-02-353-014
701	574 Katharine Circle	08-02-353-013

Parcel 4:

That part of Sections 2 and 3, Township 40 North, Range 4, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the North line of Cutler Drive as dedicated by Bridges of Rivermist School Subdivision P.U.D., being a Subdivision of part of Sections 2, 3 and 11, Township 40 North, Range 4, East of the Third Principal Meridian, according to the plat thereof recorded February 4, 1998 as Document No. 98-001626 in Book "Z" of Plats, Page 304, with West line of East one-third as measured along the North and South lines thereof, of Lots "E" and "F", as shown on the Plat of George Flinn Farm in Sections 2 and 3, aforesaid, as recorded in Book "F" of Plats, page 3; thence North 89 degrees 47 minutes 28 seconds East, along the North line of Cutler Drive, 677.87 feet, to a point of curve; thence Southeasterly along said North line, along a curve whose center lies Southerly and has a radius of 366.00 feet, 190.48 feet, arc, (chord bearing South 75 degrees 17 minutes 59 seconds East, 188.33 feet, chord), to a point of tangency; thence South 60 degrees 23 minutes 26 seconds East, along said North line, 55.45 feet, to a point of curve; thence Northeasterly along said North line, along a curve whose center lies Northerly and has a radius of 15.50 feet, 24.35 feet, arc, (chord bearing North 74 degrees 36 minutes 34 seconds East, 21.92 feet, chord) to a point of tangency, on the West line of Sangamon Road as dedicated by aforesaid Bridges of Rivermist School Subdivision P.U.D.; thence North 29 degrees 36 minutes 34 seconds East, along said West line, 265.73 feet to a point of curve; thence Northerly along said West line, along a curve whose center lies Westerly and has a radius of 605.00 feet, 648.05 feet, arc, (chord bearing North 1 degree 04 minutes 37 seconds West, 617.51 feet, chord), to a point of tangency; thence North 31 degrees 45 minutes 47 seconds West, along said West line, 327.65 feet, to a point of curve; thence Northerly along said West line, along a curve whose center lies Easterly and has a radius of 435.00 feet, 248.04 feet, arc, (chord bearing North 15 degrees 25 minutes 41 seconds West, 244.69 feet, chord) to a point of tangency ; thence North 0 degrees 54 minutes 25 seconds East, along said West line, 156.06 feet, to a point of curve; thence Northwesterly along said West line along a curve whose center lies Westerly and has a radius of 30.00 feet, 47.15 feet, arc, (chord bearing North 44 degrees 07 minutes 07 seconds West, 42.45 feet, chord) to a point of tangency on the South line of Rich Road as dedicated by aforesaid Bridges of Rivermist School Subdivision P.U.D.; thence North 89 degrees 08 minutes 40 seconds West, along said South line, 400.00 feet; thence North 00 degrees 51 minutes 20 seconds East, 55.81 feet to the North line of aforesaid Parcel E; thence North 89 degrees 08 minutes 24 seconds West, along

said North line, 390.96 feet, to the aforesaid West line of the East one-third of Lots "E" and "F"; thence South 0 degrees 12 minutes 32 seconds East, along said West line, 1,503.83 feet, more or less, to the point of beginning, excepting therefrom those lands lying in Parcel 1, Parcel 2, and Parcel 3 set forth above, all in DeKalb County, Illinois.

1	Cutler Drive	08-03-477-003
2	Cutler Drive	08-03-477-004
3	Cutler Drive	08-03-477-005
4	Cutler Drive	08-02-353-003
101	Cutler Drive	08-03-477-006
	Cutler Drive	08-03-477-002
	Rich Rd	08-03-400-021
	Sangamon Rd	08-02-303-003
	Sangamon Rd	08-02-303-001

Unofficial

BOARD SIGNATURE PAGE

STATE OF ILLINOIS)

) SS

COUNTY OF DEKALB)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of Townhomes of Rivermist Homeowners' Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration for Townhomes of Rivermist Homeowners' Association, pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration for Townhomes of Rivermist Homeowners' Association, at a duly called meeting of the Board of Directors of the Townhomes of Rivermist Homeowners' Association held on MAY 13, 2024.

Gregory A. Urban
Gregory A. Urban

Kathleen A. Hott
Kathleen A. Hott

Richard Fritz
Richard Fritz

Mary K. Seymore
Mary K. Seymore

Larry Knott
Larry Knott

Being at least 2/3 of the members of
the Board of Directors of
Townhomes of Rivermist
Homeowners' Association

**THE TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION
RULE NUMBER 1**

WHEREAS pursuant to the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Gardens of Rivermist Townhomes recorded in DeKalb County, Illinois, as Document Number 2003031273, the Board of Directors of the Townhomes of Rivermist Homeowners' Association adopts the following Rule with regard to responsibilities of payment of quarterly assessments.

NOW THEREFORE the following Rule is adopted as a Rule of the Board of Directors of the Townhomes of Rivermist Homeowners' Association, an Illinois Not-For-Profit Corporation, concerning late payment of quarterly assessment fees due to the Association.

1. A late fee of \$25.00 will be levied when quarterly assessments are paid more than five days after the due dates of January 1, April 1, July 1, and October 1. Payments must be postmarked by the 5th of the respective month or must be received personally by the treasurer of the association to avoid the late payment fee.
2. If a homeowner is late with their payment a second time within one calendar year, the late fee will be \$50.00.
3. We ask all homeowners to exercise diligence in making sure that your assessments are paid on a timely basis to help your Association meet its obligations.

ADOPTED this 16th day of November, 2009, by the Board of Directors of the Townhomes of Rivermist Homeowners' Association.

Ray Nelson _____
President

Alice M. Ralph _____
Secretary

**THE TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION RULE
NUMBER 2 (AMENDED)**

WHEREAS pursuant to the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Gardens of Rivermist Townhomes recorded in DeKalb County, Illinois, as Document Number 2003031273, the Board of Directors of the Townhomes of Rivermist Homeowners' Association adopts the following Amendment to Its Rule with regard to responsibilities of pet owners;

NOW THEREFORE the following Amended Rule is adopted as a Rule of the Board of Directors of the Townhomes of Rivermist Homeowners' Association, an Illinois Not-For-Profit Corporation, concerning responsibilities of pet owners:

This Amended Rule applies to the pets of all homeowners and residents as well as those of residents' visitors and guests.

1. Pet owners are responsible for the immediate cleanup and proper disposal of pet wastes from their pets. (See also Municipal Code of the City of DeKalb, Illinois, Chapter 18, "Dogs and Other Animals," Section 18.16, "Cleaning Up after Pets.")
2. Pet owners are responsible for all injuries caused by their pets on Association property and/or common elements.
3. Pet owners are responsible for any and all costs for repairing damage to the Association and/or its common elements caused by their pets, including replacement of shrubbery and trees.
4. While dogs are outside of any townhome unit, they must be held by their owners (or attendants as designated by their owners) by hand on a leash at all times. Dogs must not be left unattended outside of the unit in which their owners and they reside or which they are visiting. Dogs may not be tethered or tied unattended outside of any townhome unit. (See also Municipal Code of the City of DeKalb, Illinois, Chapter 18, "Dogs and Other Animals," Section 18.03, "Dogs at Large.")
5. Especially in periods of inclement or cold weather, a dog owner (or attendant as designated by the owner) may decide to remain indoors while letting the leashed dog go outdoors for the sole purpose of relieving itself. If at any time a dog is held on a leash indoors and is let out of the townhome unit while on the leash for purposes of relieving itself, the dog must be brought back into the unit as soon as possible and may not remain outside while tethered or tied indoors for any length of time beyond that necessary for relieving itself. The dog owner is still responsible for immediate cleanup and proper disposal of dog wastes resulting from allowing the dog to go outdoors while the dog owner remains indoors, pursuant to Section (1) above.
5. Pet owners must take appropriate measures to curb excessive barking or other noises of their pets which rises to the level of nuisance as defined in Article IX of the Declarations, "Restrictions

Relating to Property”; Section 9.14; or which causes a public nuisance or disturbance of the peace pursuant to the Municipal Code of the City of DeKalb, Illinois, Chapter 18, “Dogs and Other Animals,” Section 18.07, “Barking Dogs.”

ADOPTED the 13th day of June, 2011, by the Board of Directors of the Townhomes of Rivermist Homeowners’ Association and AMENDED this 14th day of December, 2015, by the Townhomes of Rivermist Homeowners’ Association.

Ray Nelson _____
President

Alice M. Ralph _____
Secretary

THE TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION RULE NUMBER 3

WHEREAS pursuant to the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Gardens of Rivermist Townhomes recorded in DeKalb County, Illinois, as Document Number 2003031273, the Board of Directors of the Townhomes of Rivermist Homeowners' Association adopts the following Rule with regard to its financial policy and the responsibilities and duties of those receiving and disbursing assessment monies and those approving expenditures of the Association's collected monies:

NOW THEREFORE the following Rule is adopted as a Rule of the Board of Directors of the Townhomes of Rivermist Homeowners' Association, an Illinois Not-For-Profit Corporation, concerning responsibilities of and duties of those receiving and disbursing assessment monies and those approving expenditures of the Association's collected monies:

This Rule applies to the collection and disbursement of all assessments and special assessments as may be approved from time to time.

Financial Duty:

Person Responsible:

- | | |
|---|-------------------------------------|
| 1. Receive dues checks and list checks received | Treasurer |
| 2. Deposit the checks and payments | Treasurer |
| 3. Present bills for payment in advance at Board meetings or, for bills that need to be paid between meetings, present paid bill to be ratified at the next meeting | Treasurer |
| 4. Approve purchases over \$500.00
(President or Board can authorize purchases under \$500.00.) | Board of Directors |
| 5. Prepare checks for payment of bills; maintain custody of checkbook | Treasurer |
| 6. Sign checks – two signatures required | Two Directors |
| 7. Accounting; monthly financial report | Treasurer |
| 8. Open bank statement; reconcile checking account with financial report | Treasurer |
| 9. Board designee verifies bank balances with financial reports | Board designee other than Treasurer |

10. Certificate of Deposit [to deposit or withdraw] Two Directors must sign
11. Safe Deposit Box [2 keys] President and Treasurer
12. No Association checks may be made payable to “cash.”
13. All Directors are signatories on all financial accounts.
14. The Board President will appoint an audit committee consisting of non-Board members (minimum of two appointees) to review the financial records on an annual basis. This audit will be completed on or before April 15 of each year.

ADOPTED this 12th day of August, 2013, by the Board of Directors of the Townhomes of Rivermist Homeowners’ Association.

President

Secretary

THE TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION RULE NUMBER 4

WHEREAS pursuant to the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Gardens of Rivermist Townhomes recorded in DeKalb County, Illinois, as Document Number 2003031273, the Board of Directors of the Townhomes of Rivermist Homeowners' Association adopts the following Rule with regard to responsibilities of owners to periodically have clothes dryer vents cleaned out for safety purposes at the homeowner's expense;

NOW THEREFORE the following Rule is adopted as a Rule of the Board of Directors of the Townhomes of Rivermist Homeowners' Association, an Illinois Not-For-Profit Corporation, concerning responsibilities of owners to periodically have dryer vents cleaned out for safety purposes at the homeowner's expense:

This Rule applies to all owners of all units.

1. In order to prevent fires and other damage, homeowners are responsible for the periodic cleaning out of clothes dryer vents either:
 - (a) by themselves if they have the knowledge and expertise to do so; or
 - (b) by a professional at the homeowner's expense.
2. If the homeowner him/herself is able to properly clean out the dryer vent, he/she must provide proof to the Board that the work has been performed by submitting a certification (certification form attached) to the Board within 30 days of performing such work.
3. For those who wish to have the cleaning out of the dryer vents performed by a contractor, the Board maintains a list of contractors who can provide these services.
4. Each homeowner who desires to have a professional provider perform these services is responsible for contacting a Board-approved provider for these services and providing proof to the Board that such work has been completed.
5. If a homeowner wishes to contract these services with a provider not on the Board's list, such homeowner must first seek Board approval for contracting with such a provider.
6. The homeowner is responsible for contacting the service provider directly and arranging to have these services completed.
7. The homeowner is responsible to pay the service provider directly upon completion of these services.
8. Each homeowner must provide the written receipt as proof to the Board that these services have been completed within 30 days of the completion of such work.

9. The Board will periodically establish and communicate to homeowners the dates by which such services must be completed.
10. Failure to comply with this Rule No. 4 may subject the homeowner to a fine established by the Board pursuant to the Association's governing documents in the amount of the cost of professional cleaning plus \$100.00 and/or to other legal remedies as provided in the Declaration and Bylaws of the Association, including but not limited to notification to the homeowner's insurance carrier of the homeowner and other interested parties of the homeowner's noncompliance with this Rule.

THE TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION RULE NUMBER 4

ADOPTED this ____ day of _____, 201_ by the Board of Directors of the Townhomes of Rivermist Homeowners' Association.

President

Secretary

**TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION
CERTIFICATE OF COMPLETION
CLEANING OUT DRYER VENT**

The undersigned , _____ hereby certifies that
(Print full name here)

he/she has the knowledge and expertise to clean all accumulated lint from the clothes dryer through to the exterior dryer vent in the clothes dryer located in the townhome unit at:

(Print address of townhome unit)

and further certifies that this work was completed on _____.
(Date work was completed)

By: _____
(Signature of person performing the work of cleaning out the dryer at this address)

THE TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION RULE NUMBER 5

WHEREAS pursuant to the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Gardens of Rivermist Townhomes recorded in DeKalb County, Illinois, as Document Number 2003031273, the Board of Directors of the Townhomes of Rivermist Homeowners' Association ("Board") adopts the following Rule with regard to parking in the driveways and unassigned parking areas located in the centers of each circle, Katherine Circle and Brant Circle;

NOW THEREFORE the following Rule is adopted as a Rule of the Board of Directors of the Townhomes of Rivermist Homeowners' Association, an Illinois Not-For-Profit Corporation, concerning parking in the driveways and unassigned parking areas located in the centers of each circle, Katherine Circle and Brant Circle:

This Rule applies to all owners of all units.

1. The driveways in front of each unit and the unassigned parking areas located in the centers of Katherine and Brant Circles respectively are common areas pursuant to the Association's governing documents and are therefore the responsibility of and are under the control of the Association.
2. The unassigned parking areas are generally for the temporary use of all unit owners, their visitors, guests and invitees. No individual homeowner or his/her guest, visitor or invitee has the exclusive use or right to use such unassigned parking areas.
3. The unassigned parking areas are not to be used for long-term parking of vehicles beyond a few days.
4. The driveways and unassigned parking areas are to be used for parking only and are not to be used for storage or repair of vehicles.
5. The mailboxes for each circle respectively are located at the edge of an unassigned parking area. All homeowners, visitors, guests and invitees are required to leave one space next to the mailboxes open and vacant for the safe deposit and retrieval of mail.
6. If any vehicle parked in a driveway causes damage or staining to a driveway, the homeowner of the unit is responsible to have the driveway repaired or cleaned at the homeowner's expense.
7. Any parked vehicle not currently licensed and/or operable will be considered abandoned and will be subject to removal by the Association at the homeowner's expense.
8. Any parked vehicle that impedes snow removal may be subject to removal at the homeowner's expense.

9. Failure to comply with this Rule No. 5 may subject the homeowner to a fine established by the Board pursuant to the Association's governing documents and/or to the Board's having any vehicles parked or stored in violation of this Rule removed at the homeowner's expense and/or to other legal remedies as provided in the Declaration and Bylaws of the Association.

ADOPTED this 14th day of December, 2015, by the Board of Directors of the Townhomes of Rivermist Homeowners' Association.

Ray Nenson, President

Alice Ralph, Secretary

TOWNHOMES OF RIVERMIST HOMEOWNERS' ASSOCIATION
Self-Financed Landscaping Approval Request

Homeowners may, at their expense and with the Board of Directors (Board) approval, plant trees and shrubs around their residences. The plantings, however, must conform to the Association's comprehensive landscape plan. The purpose of the plan is to ensure quality and to control maintenance costs.

With Board approval bushes and grasses may be planted within four feet of the building's foundation. Flowers and grasses may not be planted around trees in the common areas without Board approval. Trees proposed for planting in the common areas away from the buildings must have a trunk diameter of at least two inches and have a minimum height of five to six feet. Enclosed is a list of recommended trees, bushes and grasses. Other trees, bushes and grasses not on the recommended list may be included in the landscaping approval request for consideration of the Board.

This form will help guide the homeowner in presenting their request to the board. The following information must be submitted to the board before any plantings are made. Failure to obtain board approval will require removal of the plantings at the homeowner's expense.

Name of item to be planted. Please include common name and scientific name, if possible.

Location of the planting. A sketch of the proposed planting must accompany the request.

Name of nursery or landscaper that will supply the product and actually do the work.

The Board recommends but does not require the following landscapers:

Huerta Landscaping, Inc., Julio Huerta, (815) 784-9059

Stran's Garden Center & Landscaping, David Stran, (815) 970-3010

Brickman, Mark Brettschneider, (847) 741-4609

Blumen Gardens, Inc. (815) 895-3737

Other reputable landscapers will be considered.

Attached is a list of suggested trees, bushes and grasses.

Trees and Grasses

The following list of trees and grasses was recommended by landscapers as being suitable for the climate and soil in our area. The Landscape Committee and Board will consider other trees, bushes and grasses suitable for our growing conditions.

Trees (Trees must have a trunk diameter of at least two inches.)

“Tina” Crab – Height: 6-8’; Width: 8-10’

“Greenspire” Linden—Height 40’; Width: 30’

‘Red Jewel’ Crab—Height: 15-18’

‘Techny’ (‘Mission’) Arborvitae—Height: 10-15’; Width: 6-8’

‘Fat Albert’ Colorado Spruce—Height: 30’; Width: 12’-15’

‘Autumn Blaze’ Maple—Height: 50’; Width: 40’

Bald Cypress—Height: 60’; Width: 30’

‘Skyline’ Honeylocust—Height: 45’; Width: 35’

‘Miss Kim’ Dwarf Lilac—Height: 4-6’; Width: 4-6’

‘Tures’ Burning Bush—Height: 3-5’ variety

‘Crimson King’ Maple—Height: 35-40’; Width: 30’

Ulmus ‘Frontier’

Ulmus Accolade

Quercus bicolor

Pyrus fauriei Korean Sun

River Birch

Dense Yew

Grasses

Bulbous Oat Grass

Arrhenatherum elatius ssp. Bulbosum

‘Variegatum’

Fall Blooming Reed Grass

Calamagrostis arundinacea var.

Brachytricha

Variegated Feather Reed Grass

Calamagrostis x acutiflora

‘Avalanche’

Calamagrostis x acutiflora

‘Overdam’

Recommended Trees and Grasses (Cont.)

Feather Reed Grass

Calamagrostis x acutiflora
'Eldorado' PP16,486

Calamagrostis x acutiflora
'Karl Foerster'

Leather Leaf Sedge

Carex buchananii

Bowles Golden Sedge

Carex elata 'Bowlé's Golden'

Additional trees & bushes

Red Maple

Red Sunset Maple

Marmo-State Street Maple

Green Spruce

Blue Spruce

Pear

Swamp White Oak

Clump Birch

Red Twig Dogwood

Burning Bushes

Pictures and further descriptions are available on the Townhomes of Rivermist Homeowners' Association website.

Townhomes of Rivermist Homeowners' Association

Automatic Payments - Frequently Asked Questions

What are automatic payments?

Automatic payments are an electronic funds transfer program that allows you to make your Association dues payments without the hassle of writing checks. It saves time, expense of paper checks and postage for both you and for the Association. Automatic payments make it easy to make regular on-time dues payments - you never have to worry about forgetting a payment.

How is my payment deducted from my account?

Once you authorize the transfer, your payment is electronically transferred directly from your checking or savings account to the Townhomes of Rivermist HOA's account.

How much will be deducted from my account?

We will deduct the current dues payment amount as determined by the Board of Directors. The Association dues as of January 1, 2024, are \$850.00 per quarter but may be increased or decreased from time to time. A new authorization form will not need to be signed unless you decide to terminate making automatic payments.

When will my contribution be deducted from my account?

All quarterly payments will be withdrawn on the 2nd day of January, April, July, and October.

If I do not write checks, how do I keep my checkbook balance straight?

Since your payment is made at a pre-established time, you simply record it in your check register on the withdrawal date.

Without a canceled check, how can I prove I made my payment?

Your bank statement gives you an itemized list of electronic transfers. Also, the Townhomes of Rivermist Treasurer can provide a receipt of payment(s) confirmation letter for tax purposes if you need this.

Are automatic (electronic) payments risky?

Electronic payments are less risky. Checks can be lost, stolen, or destroyed in the mail. We only require your bank routing number and account number as imprinted on each of your checks. Your completed authorization form will be retained and kept secure as a record of your authorization.

What if I change bank account?

Notify us by sending a new authorization form with "change" checked at the top and forward to the Treasurer.

How much does enrolling in automatic payments cost?

This service is being provided by the Association's bank at no cost to either you or the Association and it saves both of us time.

What if I try automatic payments and do not like them?

You can cancel your authorization by notifying us at any time. To cancel, simply fill out a new form, check the "Discontinue Automatic Withdrawal of Funds" box, and forward to the Association Treasurer.

How do I sign up for automatic payments?

Complete and sign the authorization on the reverse side of this form and return it to the Treasurer at:

Townhomes of Rivermist HOA
Attn: Greg Urban, Treasurer
545 Brant Cir
DeKalb, IL 60115
Ph: 630-301-9920

(over)

Townhomes of Rivermist Homeowners' Association
Automatic Dues Payment Authorization

AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWAL OF FUNDS

- New Authorization
- Change Financial Institution Information (*Attach a new voided check or savings deposit slip*)
- Discontinue Automatic Withdrawal of Funds

Name (*please print*) _____ e-mail _____

Address _____

City _____ State _____ Zip _____ Phone _____

- Please deduct my homeowners' association quarterly dues payments in an amount determined from time to time by the Association Board of Directors on January 2, April 2, July 2 and October 2, from my [Checking Account] or [Savings Account] (Circle one) at _____ Bank beginning on (date) _____ . (*attach voided check or savings deposit slip*)

I authorize the Treasurer of the Townhomes of Rivermist Homeowners' Association to process debit entries from my checking or savings account as indicated above. I understand that the dues amount may increase or decrease from time to time and this authorization will remain in effect until I cancel it. If I wish to cancel my authorization or make any changes to the above information, I will submit a new form to the Townhomes of Rivermist Homeowners' Association Treasurer. I have attached a voided check or savings deposit slip to this form.

Signature: _____ Date: _____

You must attach a voided check or savings deposit slip here

Office Use Only:

Received & processed by: _____ Date _____