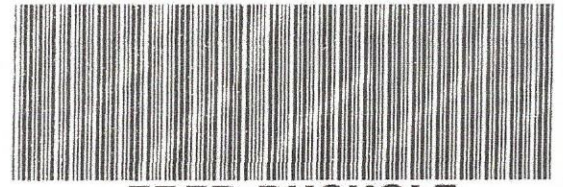


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**CREEKSIDE OF WHEATON**  
**2015 AMENDED AND RESTATED**  
**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**AND ASSOCIATION BYLAWS**

This "Amended and Restated Declaration of Covenants, Conditions Restrictions and Association Bylaws" of the Creekside of Wheaton Planned United Development amends the original filing **R84-70517** in the Recorder of Deeds of DuPage County, Illinois recorded on September 4, 1984 as the "Declaration of Covenants, Restrictions and Easements of the Creekside of Wheaton Planned Unit Development." In shortened form, this document shall be referred to herein as the "Amended and Restated Declaration and Bylaws." This amendment also encompasses and restates the amendments previously approved by the Unit Owners in 1994, 1997, 2012 and 2014. In addition, this comprehensive amendment makes further language modifications to comply with changes in Federal and Illinois law since the original documents were recorded in 1984.

Many of the provisions in the original filing have not been amended. In 1984 they were, and still remain, necessary to the creation of the development and the various rights and responsibilities of the Association's Board of Directors and individual owners. Where necessary and advisable, amendments to the 1984 provisions are contained in this filing. Many of these amendments have been made to comply with the recent provisions of Illinois statute, namely the passage of the "Common Interest Community Association ("CICA") Act of July 29, 2010, 765 ILCS 160/1 et seq., (hereinafter referred to as the "Act").

With the passage of the Act comes a comprehensive set of regulations that now apply to non-condominium homeowners Associations such as Creekside of Wheaton and now identifies them as "Common Interest Community Associations" ("CICAs").

It is the intention of this comprehensive amendment to take into account over thirty years of Association experience, changes in federal, state and local legislation and municipal ordinances and to simplify the governing structure of the Association. In addition, it is the purpose of this comprehensive amendment to make it easier for Unit Owners to understand legal duties of the Association in regard to common areas, building maintenance, insurance requirements, financial duties, restrictions on property use and architectural controls.

**AMENDED ARTICLE I**

**DEFINITIONS**

**SECTION 1.** The following words when used in this Amended and Restated Declaration and Bylaws have the following meanings:

**"Acceptable technological means"** includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, "fax" or electronic mail.

**"Association" or "Common Interest Community Association"** means the Creekside of Wheaton Homeowners Association, an Illinois Not-for-Profit Corporation, an Association of all the members of a common interest community, acting pursuant to Bylaws through its duly elected Board of Directors.

**"Board," "Board of Directors," "Board member" or "member of the Board"** means the Creekside of Wheaton Homeowners Association Board of Directors. The group of people elected by the members of the Creekside of Wheaton Homeowners Association, a common interest community, as the governing body to exercise for the members of the Common Interest Community Association all powers, duties, and authority vested in the Board of Directors under the Act and the Association's Amended and Restated Declaration and Bylaws.

**"Building"** means residential living units, both individually and as attached duplex structures.

**"City"** means the City of Wheaton, Illinois, an Illinois Municipality.

**"Common areas"** means any property that is not deeded to individual units but that is held in common ownership for the benefit of all Unit Owners by the Association.

**"Common expenses"** means the proposed or actual expenses affecting the property, including reserves, as assessed by the Common Interest Community Association.

**"Common Interest Community"** is a type of property as defined in the Act. It refers to real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or a unit therein is obligated to pay for the maintenance, improvement, insurance premiums or real estate taxes of common areas described in a Declaration which is administered by an Association.

**"Community instruments"** means all documents and authorized amendments thereto recorded by a developer or common interest community Association, including, but not limited to, the Declaration, Bylaws, plat of survey, and Rules and Regulations.

**"Declaration"** means any duly recorded instruments, however designated, that have created a Common Interest Community and any duly recorded amendments to those instruments.

**"Driveway areas"** means all driveways and driveway approaches, whether those driveways are within the property boundaries of the individual fee simple deeded unit or are easements granted in the original Final Subdivision Plat of the Subject Property previously recorded by the Developer as Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois.

**"Electronic transmission"** means 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.

**The Association's quorum, voting and passage requirements under this Amended and Restated Declaration and Bylaws are delineated as follows:**

A **"Quorum of Unit Owners"** means at least 25% of the Unit Owners entitled to cast their one vote per Unit, either physically present or present by an allowed proxy. As there are 52 total units in the Association, a quorum of Unit Owners is hereby established at thirteen (13) either physically present or present by a signed proxy.

**Number of Unit Owner Votes Required for Approval.** Once a quorum of thirteen (13) Unit Owners has been established, a majority of over 50% of all Unit Owners either physically present or present by a signed proxy will be necessary to pass any measure proposed by the Board of Directors, including any subsequent amendment to the Amended and Restated Declaration and Bylaws.

To further clarify the voting and passage requirements under this Amended and Restated Declaration and Bylaws, if only thirteen (13) Unit Owners are either physically present or present by signed proxy, a quorum has been established. In such case, seven (7) votes – over 50% - of the thirteen (13) Unit Owners that have established the necessary quorum either physically present or present by signed proxy will be required for passage of any measure that is put to the vote of the Unit Owners pursuant to this Amended Declaration and Bylaws. These would be the established minimum thresholds for voting and passage of any measure proposed to the Unit Owners by the Board of Directors, but the majority requirements for passage will increase proportionally with the number of Unit Owners either physically present or present by signed proxy after a quorum has been established.

If, for example, thirty (30) Unit Owners are either physically present or present by allowed proxy, the majority required for passage or any measure would still be over 50% -- in this example, sixteen (16) votes out of the thirty (30) Unit Owners that are either physically present or are present by signed proxy.

A **"Quorum of the Board of Directors"** will be the same as a **"Majority of the Board of Directors."** In each case, a quorum or majority of the Board of Directors is defined as three (3) of the five (5) members of the Board.

**Rules and Regulations** in furtherance of the provisions of this Amended and Restated Declaration and Bylaws may be adopted by a majority vote of the Board of Directors.

**"Management company"** or **"community association manager"** means a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for an Association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to the Act and the provisions contained in this Amended and Restated Declaration and Bylaws.

**"Meeting of the Board" or "Board meeting"** means any gathering of a quorum of the members of the Board of the Common Interest Community Association held for the purpose of conducting Board business.

**"Member"** as used herein tracks the Act. It is synonymous with "Unit Owner" in this Amended Declaration and Bylaws.

**"Membership"** as used herein tracks the Act. It is synonymous with "Unit Owner" in this Amended Declaration and Bylaws.

**"Occupant"** means a person or persons, other than the Unit Owner, who occupies a Unit within the Association. Occupants may be renters or other non-owners and shall include the heirs or devisees of a record Unit Owner who is deceased.

**"Parcel"** means the lot or lots or tract or tracts of land described in the original 1984 Declaration as recorded as Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois.

**"Party wall"** means that portion of the Unit which serves as the common wall dividing the adjoining Unit.

**"Permanent landscape easement"** means the real property designated as a "Permanent Landscape Easement" on the Plat of Final Subdivision of the Property as recorded as Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois.

**"Person"** means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

**"Plat"** means a plat or plats as recorded as Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois.

**"Prescribed delivery method"** means delivering an Association publication, meeting agenda, Rules and Regulations, budgets, financial statements, billing notices and/or statements or other routinely distributed documents by electronic transmission, mail, or any other delivery method that is approved in writing by the Unit Owner.

**"Property"** means all the land, property, and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the Unit Owners / Members, under the authority or control of the Association as recorded as Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois.

**"Purchaser"** means any person or persons who purchase a unit in a bona fide transaction for value.

**"Record"** means to record in the office of the Recorder of Deeds of DuPage County, Illinois.

**"Reserves"** means those sums paid by Unit Owners which are separately maintained by the Common Interest Community Association for purposes specified by this Amended and Restated Declaration and Bylaws.

**"Stormwater detention facilities"** means the stormwater detention area indicated on the Final Subdivision Plat, including the storm sewers located outside the City right-of-way that serve the stormwater detention area, as recorded as Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois.

**"Subject property"** means entire tract of real estate attached as "EXHIBIT B" in the original 1984 Declaration known as R84-70517 as recorded on September 4, 1984 by the Recorder of Deeds of DuPage County, Illinois.

**"Streets"** means streets indicated on the Final Subdivision Plat for the Subject Property.

**"Unit"** means one dwelling unit of a duplex building within the Association intended for independent use.

**"Unit exterior"** means the portion of the Unit that is the exterior maintenance responsibility of the Association and also the portion of the Unit that is the exterior maintenance responsibility of the individual Unit Owners. The delineation of exterior maintenance responsibilities between the Association and individual Unit Owners may be amended from time to time by action of the Board of Directors as described in this Amended and Restated Declaration and Bylaws.

**"Unit ownership"** means fee simple ownership of one unit of the subject property.

**"Voting member"** means the Unit Owner or person designated in writing to vote on behalf of Unit Owner using a valid proxy.

## AMMENDED ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Amended Declaration is located in the City of Wheaton, County of DuPage, State of Illinois, and is legally described in Exhibit B as was attached to and recorded as Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois.

## AMENDED ARTICLE III

### TRANSFER OF STORMWATER DETENTION FACILITIES TO ASSOCIATION

Pursuant to the provisions of the originally recorded 1984 Declaration, the Association has accepted the conveyance of the Stormwater Detention Facilities and other common areas from the Developer, as shown on the Final Subdivision Plat and recorded as Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois.

**AMENDED ARTICLE IV**

**EASEMENTS**

**SECTION 1. Permanent Landscape Easements.** All dedicated landscape easements as recorded by Document R-84-70517 on September 4, 1984 in the Office of Recorder of Deeds of DuPage County, Illinois. All easements were transferred from the Developer to the Association pursuant to the provisions of the 1984 Declaration.

**SECTION 2. Public Utility Easements over Driveway Areas, Stormwater Detention Area, and Other Portions of the Subject Property.**

Pursuant to the 1984 Declaration, a non-exclusive, perpetual easement was granted to public utilities. This easement granted utilities the right to install, operate, maintain and remove facilities and equipment that are used to serve property. It includes water supply, sanitary and storm sewer lines, electrical and cable television lines and like common utility lines on the property. Some of these lines run over, across, below or through the driveway areas, the stormwater detention area and other portions of the property. Utilities have the ongoing right to cut, trim or remove trees, bushes, and roots as may be reasonably required incident to their easement and right of access and use. If these areas are disturbed by the respective utilities, the original 1984 Declaration requires them to make repairs to restore the surface of the easement property to its original condition.

**SECTION 3. Maintenance and Access Easements over Subject Property.**

The 1984 Declaration also gave Unit Owners a “non-exclusive easement” over common driveways and common driveway approaches to gain access to their Units. The original provisions of those easements are not changed with this Amendment and Restatement.

A Unit Owner and/or Occupant shall be allowed to park personal, non-commercial automobiles, sport utility vehicles or personal, non-commercial pick-up trucks upon their own driveway approach for a distance of no more than one car length immediately adjacent to their own garage door so long as it does not block any common egress by neighboring Unit Owners. No Illinois “Class B” business vehicles are allowed.

In no event shall any such vehicle be stored outside in a disabled or unlicensed condition and all vehicles must be completely moved off the driveway and legally driven on the public street at least once every fourteen (14) days. Any personal, non-commercial automobile, sport utility vehicle or personal pick-up truck that is disabled or remains unmoved for thirty (30) days is subject to tow by the Association and the cost of such tow and any associated storage fee will be billed by the Association to the Unit Owner and shall be considered immediately payable.

**AMENDED ARTICLE V**

**ASSOCIATION BYLAWS**

All provisions of the Declaration, Bylaws, and other community instruments in the original filing, Document R-84-70517 filed September 4, 1984 with the DuPage County Recorder of Deeds shall be revised to comply with the Act as follows:

**SECTION 1. Board of Directors of the Association. Duties, Elections and Voting.**

- (a) Elections shall be once a year at the Annual Meeting of Unit Owners held during the fourth quarter of the year (October 1-December 31). At which time the Board of Directors shall be elected from among the Unit Owners.
- (b) The Board of Directors shall have five (5) members that are Unit Owners elected by the members of the Association.
- (c) The members of the Board of Directors shall serve without compensation, but may have any prior-approved expenses paid to them to reimburse the Board member for Association business such as postage fees, photocopy fees, filing fees, license fees, etc.
- (d) No member of the Board of Directors shall be elected for a term of more than two (2) years, but members of the Board of Directors may succeed themselves. Upon passage of this Amended and Restated Declaration and Bylaws, the five individual seats on the Board of Directors shall be designated as three (3) "one year" terms and two (2) "two-year" terms to allow staggered vacancies, for purposes of continuity. A member of the Board of Directors that is originally elected to a one-year term may subsequently be nominated at the Annual Meeting to a two-year term or one-year term.
- (e) If there is a vacancy on the Board of Directors, the remaining members of the Board of Directors may fill the vacancy by a two-thirds vote of the remaining Board members until the next Annual Meeting of the Unit Owners or until 20% of the Unit Owners request a Special Meeting of the Unit Owners to fill the vacancy for the balance of the term. Where at least 20% of the Unit Owners call for a Special Meeting of the Unit Owners to fill a vacancy or vacancies on the Board of Directors, a public meeting shall take place within 30 days of the delivery of a petition that is signed by at least 20% of the Unit Owners to the President or other officer of the Board of Directors. The remaining members of the Board of Directors shall notify the Unit Owners of the time and place of the Special Meeting and give at least 48 hours prior notice.
- (f) There shall be an election of a:
  - (1) President from among the members of the Board, who shall preside over the meetings of the Board and of the membership;



- (2) Secretary from among the members of the Board, who shall keep the minutes of all meetings of the Board and of the membership and who shall, in general, perform all the duties incident to the office of secretary; and
  - (3) Treasurer from among the members of the Board, who shall keep the financial records and books of account.
  - (4) All officers elected by the Board of Directors shall serve one year terms of office in their respective positions. Officers of the Board of Directors may serve successive terms if subsequently elected by members of the Board of Directors to succeed themselves.
- (g) If no election is held to elect Board of Directors within the time period specified in the Amended and Restated Declaration and Bylaws, or within a reasonable amount of time thereafter not to exceed 90 days, then 20% of the Unit Owners may bring an action in court to compel compliance with the election requirements specified in the Amended and Restated Declaration and Bylaws. 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 Unit Owners bringing the court action 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 subsection (g) does not apply.
- (h) Where there is more than one legal owner of a unit, any legal owner may cast a vote associated with that unit but in all cases only one Unit Owner vote per unit will be allowed.

A Unit Owner may vote:

- (1) by submitting an Association-issued ballot in person at the Annual or Special meeting; or
- (2) by proxy executed in writing by the Unit Owner or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Proxies are valid for 11 months after the date of its execution or upon their withdrawal, whichever event comes first; or
- (3) by submitting an Association-issued ballot to the Association or its designated agent by mail, electronic mail or other acceptable technological means as allowed by the notice requirements in this Amended and Restated Declaration and Bylaws or as amended by statute in the future.

Votes cast under any paragraph of this subsection (h-3) are valid for the purpose of establishing a quorum.

- (i) The Association may, upon adoption of the appropriate rules by the Board of Directors, conduct elections by electronic or acceptable technological means. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Unit Owners 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 of Directors 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 rules of the Board of Directors shall provide and the instructions provided to the Unit Owner shall state that a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the Annual or Special Meeting, and thereby void any vote previously submitted by that Unit Owner.

**SECTION 2. Board Duties and Obligations; Records.**

- (a) The Board of Directors shall meet at least four times annually.
- (b) The Association may not enter into a contract with a current member of the Board of Directors or with a business or individual where the company, individual contractor or professional is related by blood or marriage to a current member of the Board of Directors.
- (c) The Board of Directors shall authorize the maintenance, repair, and replacement of the common areas and certain portions of the Unit exteriors (as delineated in this Amended and Restated Declaration and Bylaws), including a method of approving payment vouchers. Payment vouchers shall be submitted for payment only upon pre-authorization by the Board of Directors for the goods or services rendered.

All payments from Association funds will require two individual signatures of the Board of Directors. In the absence of the President and Treasurer of the Association who would normally sign, any two members of the Board of Directors may sign and record a bank check to authorize a valid payment for goods or services rendered, provided each signing Board member has been approved and named in the records of the insurance agency that maintains the fidelity bonding policy of the Association.

In furtherance of these procedures, the Board of Directors may approve Written Limited Delegations of Authority to individual members of the Board of Directors. Such Written Limited Delegations of Authority shall allow designated Board members to enter into limited contracts and/or to otherwise authorize limited maintenance and repair of the Association property and/or the exterior elements of the individual Units.

Such individual Written Limited Delegations of Authority, however, must be limited to:

- (1) A “not to exceed” dollar amount;
- (2) Contain beginning and ending dates of the Written Limited Delegations of Authority; and
- (3) Specify the scope of authority that is granted by the Board of Directors to the individual Director. For example, “To enter into agreements to perform removal, replacement and painting of fascia and soffit, not to exceed \$5,000.00, between the dates of May 1, 20\_\_ and November 1, 20\_\_.”

Any member of the Board of Directors who willfully exceeds a Written Limited Delegation of Authority and binds the Association to unauthorized contracts for goods or services or who authorizes work beyond the scope and authority of the Board of Directors may cause any such contract to be voided by vote of the Board of Directors. In such cases, the Board of Directors may also choose to vote to ratify the contract if the Board of Directors finds the contract or authorization was in the best interests of the Association or was authorized in emergency circumstances.

- (d) The Association may engage the services of a manager or management company.
- (e) The Association shall have one class of membership.
- (f) The Board of Directors shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Unit Owners for violations of the Amended and Restated Declaration and Bylaws and the Rules and Regulations of the Association.
- (g) Board records.
  - (1) 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 Unit Owner in the Common Interest Community:
    - (i) Copies of the recorded Amended and Restated Declaration and Bylaws, other community instruments, other duly recorded covenants and Bylaws and any amendments, articles of incorporation, annual reports, and any Rules and Regulations adopted by the Board of Directors.
    - (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 of Directors
    - (iii) The minutes of all meetings of the Board of Directors, 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 of Directors and for any other matters voted on by the Unit Owners, 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 of Directors 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) For 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 Unit Owner and a designation shall remain in effect until a subsequent document is filed with the Association.
- (2) Where a request for records under this subsection is made in writing to the Board of Directors or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board of Directors.
  - (3) A reasonable fee may be charged by the Board of Directors or its agent for the cost of retrieving and copying records properly requested.
  - (4) If the Board of Directors fails to provide records properly requested under paragraph (1) of this subsection (i) within the time period provided in that paragraph (1), the Unit Owner may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the member prevails and the court finds that such failure is due to the acts or omissions of the Board of Directors.
  - (5) The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the common areas or more than one unit, on behalf of the Unit Owners, as their interests may appear.

**SECTION 3. Member Powers, Duties, and Obligations.**

- (a) The provisions of the "Common Interest Community Association ("CICA") Act of July 29, 2010, 765 ILCS 160/1 et seq., (the "Act") , the Declaration, Bylaws, other community instruments, and Rules and Regulations that relate to the use of an individual unit or the common areas shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed on or after the effective date of the Act. A Unit Owner leasing the unit shall deliver a copy of the signed lease to the Association.
- (b) If there are multiple owners of a single unit, only one of the multiple owners shall be eligible to serve as a member of the Board of Directors at any one time, unless the Unit Owner owns another unit independently.
- (c) A majority of the Unit Owners may remove a member of the Board of Directors as a Director at a duly called Special Meeting or at the Annual Meeting.

- (d) In the event of any resale of a unit, the Board of Directors or its agent shall make available to the prospective purchaser, upon demand, the following:
- (1) A copy of the Amended and Restated Declaration and Bylaws and Rules and Regulations of the Association.
  - (2) A statement of any liens, including any statement of the account of the unit being purchased 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 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 lawsuits or judgments in which the Association is a party.
  - (7) A statement setting forth what insurance coverage is provided to the Association, its Board of Directors and the common properties of the Association.

The President or Secretary (or other principal officer of the Board of Directors specifically designated) shall furnish the above information within 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 its agent to the seller of the unit.

#### SECTION 4. Meetings.

- (a) Notice of any meeting of Unit Owners shall be given detailing the time, place, and purpose of such meeting not less than 10 and no more than 30 days prior to the meeting through a prescribed delivery method. A regularly scheduled meeting shall list the scheduled meetings dates, time(s) and location(s), and may do so annually in lieu of multiple notices. For instance, meetings of the Board of Directors will be held at 7:30 PM at the public library on the second Thursday of the following months: March, May, July, September and November.
- (b) There shall also be an Annual Meeting of the Unit Owners. The Annual Meeting may be in addition to or in place of a regular meeting of the Board of Directors. The Annual Meeting of Unit Owners will be held for purposes of discussing Association business and electing Unit Owners to any vacant seats on the Board of Directors during the last quarter of the year (October 1-December 31). At the Annual Meeting

of the Unit Owners, 25% of Unit Owners, either in personal attendance or attending by a written signed proxy, shall constitute a quorum. As there are fifty-two (52) units, a quorum is thirteen (13) Unit Owners either in personal attendance or attending by a signed proxy.

- (1) Special Meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors. Special Meetings of the Unit Owners may be called by the President, a majority of the Board or a majority of the total Unit Owners in a signed petition delivered to the Board of Directors.
- (2) Except to the extent otherwise provided by the Act, the Board shall give the Unit Owners notice of all Board meetings at least 48 hours prior to the meeting by sending notice by using a prescribed delivery method. The Board of Directors shall give Unit Owners 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 10 to 60 days prior to the meeting, unless otherwise provided in Section 1-45 (a) or any other provision of the Act.
- (3) Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held in Executive Session to discuss: (i) litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the Common Interest Community Association finds that such an action is probable or imminent; (ii) to consider third party contracts or information regarding appointment, employment, or dismissal of an employee; or (iii) to discuss violations of Rules and Regulations of the Association or a Unit Owner's unpaid share of common expenses. Any vote of the Board of Directors on these matters shall be taken at the open meeting portion after the Board of Directors returns from Executive Session and shall be open to any Unit Owner.
- (4) The Board of Directors must reserve a portion of any meeting of the Board of Directors for comments by Unit Owners; provided, however, the duration and meeting order for the Unit Owner comment period is within the sole discretion of the Board.

**SECTION 5.           Documents.**

(a) All original documents as recorded or filed pertaining to the property, its administration, and the Association, such as the Declaration, Articles of Incorporation, other instruments, annual reports, minutes, Rules and Regulations, and contracts, leases, or other agreements entered into by the Association shall be retained in the Association's records. If any original documents are unavailable, a copy may be provided if certified by affidavit of the President and/or Secretary of the Board.

(b) A schedule of all real or personal property, equipment, and fixtures belonging to the Association, including documents transferring the property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills.

(c) A list of all litigation, administrative action, and arbitrations involving the association, any notices of governmental bodies involving actions taken or which may be taken concerning the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any association requirements, copies of any documents relating to disputes involving members or unit owners, and originals of all documents relating to everything listed in this paragraph.

**SECTION 6. Insurance.**

The Association shall obtain and maintain general liability, workman's compensation, directors and officers (including errors and omissions coverage) and fidelity insurance coverage. The fidelity insurance coverage shall be maintained in an amount that is required to protect all funds in the custody or control of the Association and shall cover all Board members. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company.

**SECTION 7. Indemnification of the Board of Directors.**

The members of the Board of Directors and its officers shall not be liable to the Unit Owners for any mistake in judgment or acts or omissions provided such actions were taken in good faith and with reasonable care. The Unit Owners shall indemnify and hold harmless the members of the Board of Directors and its officers against all contractual liability for contracts made on behalf of the Association, provided such contracts were made in good faith and with reasonable care. Nothing in this provision shall prevent legal action and financial recovery against any member of the Board of Directors, its officers or retained management company or its agents for any type of embezzlement, self-dealing or otherwise personally profiting at the expense of the Association.

**SECTION 8. Board's Determination Binding.**

In the event of any dispute or disagreement between any Unit Owners relating to the Subject Property, or any interpretation or application of this Amended Declaration, By-Laws or Rules and Regulations adopted hereunder, the determination of the Board of Directors shall be binding upon each and all such Unit Owners.

**SECTION 9. Errors and Omissions.**

If there is an omission or error in the Amended and Restated Declaration and Bylaws or any Rules and Regulations or other instruments of the Association, the Association may correct the error or omission by an amendment to the Amended and Restated Declaration and Bylaws or other instrument, as may be required to conform it to the Act, to any other applicable statute, or to other provisions of the Amended and Restated Declaration and Bylaws. The amendment shall be adopted by majority vote of the Board of Directors.

**SECTION 10. Management Company.**

A management company holding reserve funds for the Association shall at all times maintain a separate account for each Association, unless by contract the Board of Directors of the Association authorizes a management company to maintain Association reserves in a single account with other associations for investment purposes. With the consent of the Board of Directors of the Association, the management company may hold all operating funds of associations which it manages in a single operating account, but shall at all times maintain records identifying all moneys of each Association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company. A management company that provides Common Interest Community Association management services for more than one Common Interest Community Association shall maintain separate, segregated accounts for each Common Interest Community Association. The funds shall not, in any event, be commingled with funds of the management company, the firm of the management company, or any other Common Interest Community Association. The maintenance of these accounts shall be custodial, and the accounts shall be in the name of the respective Common Interest Community Association.

**SECTION 11. Display of American Flag or Military Flag.**

(a) Notwithstanding any provision in the Amended and Restated Declaration and Bylaws, community instruments, Rules and Regulations or agreements or other instruments of a Common Interest Community Association or the Board of Directors construction of any of those instruments, the Board of Directors may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas 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 of Directors 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 a Board of Directors may adopt reasonable Rules and Regulations regarding the placement and manner of display of a military flag. The Board of Directors 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 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



of Directors may adopt reasonable Rules and Regulations regarding the location and size of flagpoles.

(b) As used in this Section:

"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.

#### **SECTION 12.        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 Act may be accomplished using the technology generally available at that time. This section governs the use of technology in implementing the provisions of any community instrument or any provision of the Act concerning notices, signatures, votes, consents, or approvals.
- (b) The Common Interest Community 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 Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability.
- (c) A verifiable electronic signature satisfies any requirement for a signature under any community instrument or any provision of the Act.
- (d) Voting on, consent to, and approval of any matter under any community instrument or any provision of this Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.
- (e) Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person 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 electronic transmission or other equivalent technological means, the common

interest community 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 Common Interest Community Association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under this Act.

## **AMENDED ARTICLE VI**

### **ASSESSMENTS**

#### **SECTION 1. Lien and Personal Obligation for Assessments.**

By acceptance of the deed to his or her Unit Ownership, the Unit Owner agrees to pay the Association all assessments or charges as authorized pursuant to this Amended and Restated Declaration and Bylaws.

All assessments are due on schedules established by the Board of Directors. Unpaid assessments are subject to late fees and/or interest charges as may be established by the Board of Directors as well as any costs of collection of unpaid assessments including attorney's fees and costs. Any unpaid assessments or other charges shall be a continuing lien upon the property against which each such assessment is made from the date of its commencement, as well as a continuing personal obligation of the Unit Owner of such property at the time the assessment became due.

#### **SECTION 2. Purpose of Assessments.**

The assessments levied by the Association shall be used exclusively for the maintenance and repair of the Creekside of Wheaton property and the general business of the Association. A reasonable sum may be spent by the Board of Directors on rental charges for meeting space and on non-alcoholic refreshments and food for the Annual Meeting of Unit Owners and/or an annual social gathering where all Unit Owners are invited.

#### **SECTION 3. Amount of Annual Assessments.**

(Amended to comply with this "Common Interest Community Association ("CICA") Act of July 29, 2010, 765 ILCS 160/1 et seq., (the "Act") as follows):

- (a) Each Unit Owner shall receive through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adoption thereof by the Board of Directors, 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.
- (b) The Board of Directors shall provide all Unit Owners 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.

- (c) If an adopted budget or any separate assessment adopted by the Board of Directors would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Common Interest Community Association, upon written petition by Unit Owners with 20% of the votes of the association delivered to the Board of Directors within 14 days of the Board of Directors action, shall call a meeting of the Unit Owners within 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 Unit Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.
- (d) If total common expenses exceed the total amount of the approved and adopted budget, the common interest community Association shall disclose this variance to all its Unit Owners and specifically identify the subsequent assessments needed to offset this variance in future budgets.
- (e) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Directors without being subject to Unit Owner approval or the provisions of subsection (c) or (f) of this Section. 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.
- (f) 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 Unit Owners at a meeting called for that purpose.
- (g) The Board of Directors may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (e) and (f) of this Section, 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.

**SECTION 4.           Special Assessments for Extraordinary Items.**

In addition to the assessments authorized by Section 3 hereof, the Association may levy a Special Assessment. Such Special Assessment may be payable immediately or over time in

installments as established by the Board of Directors. All Special Assessments shall be levied uniformly against each Unit Owner in the Association for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or maintenance of unit exteriors, real property and/or common elements of the Association.

**SECTION 5. Special Individual Assessments for Labor and Materials Expended for the Benefit of Individual Unit Owners.**

In the event that any Unit Owner fails to perform any covenant, duty, responsibility, or obligation imposed upon him by this Declaration with respect to the condition of his unit, the Board of Directors may, after providing such Unit Owner at least ten (10) days notice of its intent to do so, cause any work and materials necessitated by such failure to be undertaken and provided by reputable and competent persons for the account of such Unit Owner and shall levy a special assessment against such Unit Owner.

Any such Individual Special Assessment shall be due and enforceable against the Unit Owner in the same manner as other assessments levied by the Association.

**SECTION 6. Due Dates of Assessments.**

The due date of any monthly maintenance assessment, any monthly reserve assessment and any special assessment will normally begin January 1 of the calendar year. The Board of Directors may vote to begin an authorized special assessment at any time after it is approved by the Unit Owners. All payments are due on the first of the month but, at the discretion of the current policy of the Board, may be paid at any date during the month that they are due by automatic bank deduction.

**SECTION 7. Subordination of the Lien to Certain Encumbrances.**

Notwithstanding anything contained herein to the contrary, any lien assessments shall be subordinate to the lien of any first mortgage or trust deed on the unit provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

**ARTICLE VII**

**PARTY WALLS**

**SECTION 1.**

Each party wall shall be used as a dividing wall between the respective units it separates and shall be used by the Unit Owner of each adjacent unit equally for all purposes of an exterior wall, the ownership or equity of each adjacent Unit Owner in said wall being subject to a cross easement in favor of the other party.

## **SECTION 2.**

In the event it shall become necessary to repair or rebuild any portion of any party wall, the expenses of such repairing or rebuilding shall be borne equally by the Unit Owners of the units adjacent to such party wall, unless the damage to said party wall was caused by an act, intentional or otherwise, by one of the adjacent Unit Owners, in which case the cost shall be borne solely by the Unit Owner at fault. If damage to the party wall affects only one side, then the cost of repair shall be borne by the Unit Owner on whose side the damage has occurred.

## **SECTION 3.**

The easements or cross easements hereby created shall not terminate in the event any party wall has been destroyed by fire or other causes.

## **SECTION 4.**

Whenever any party wall or a portion thereof is repaired or rebuilt, it must be erected on the same line and be of the same size and constructed of the same type or a similar material of like quality. It shall conform to all current City of Wheaton ordinances and building codes.

## **ARTICLE VIII**

### **GENERAL COVENANTS**

Each Unit Owner, by acceptance of a deed of conveyance, is subject to all restrictions, conditions, covenants, reservations, charges, the jurisdiction, rights and powers created or reserved by this Amended and Restated Declaration and Bylaws. All language contained in this Amendment are deemed covenants running with the land. They bind all current and future Unit Owners whether they are recited in a deed of conveyance or not.

#### **SECTION 1. Exterior Maintenance.**

For clarity, the Association shall be responsible for the exterior maintenance of the following exterior building and landscaping components of each individual unit:

- a. Exterior walls, siding, soffit and trim;
- b. Roofs and roof decking;
- c. Brickwork and chimney exteriors;
- d. Gutters and downspouts;
- e. Garage and exterior entry door painting;
- f. Landscape foundation plants located on the front and side (but not rear) yards;
- g. Driveways, front concrete stoops and service sidewalks.
- h. Exterior lighting (“coach” garage and entry lights);
- i. Mailboxes. To be maintained by the Association in a uniform manner, but the Unit Owner is required to reimburse the Association for the cost of replacement or repairs.

- j. Front, side and rear lawns.
- k. Trees (homeowners shall not trim or remove trees without prior Association approval).
- l. Any “Exterior Maintenance Responsibility” policy changes approved by the Board of Directors.

The Unit Owner (and not the Association), shall be responsible for the maintenance and care of the following exterior elements:

- a. Windows, skylights and adjoining flashing;
- b. Exterior door replacement;
- c. Decks, railings and patios;
- d. Screen porches or “Seasonal Room” additions as approved by the Association. (After initial construction, the Association shall be responsible for repainting and re-roofing of any approved Unit Owner screen porch or seasonal room addition during the normal Association-wide painting and roofing cycle – however the Unit Owner must address any trim, window or siding decay or replacement at their own expense;
- e. Foundation cracks or settling;
- f. Sanitary sewer or foundation drain/sump pump lines;
- g. Water damage caused by foundation, roof, flashing or window leaks;
- h. Interior fireplace flues;
- i. Insect, pest or animal nests and/or damage;
- j. Exterior water spigots and hoses.
- k. Exterior rear yard plantings;
- l. Exterior watering as required to maintain plant, tree and lawn health on the front, side and, if applicable, rear yards;
- m. Any “Exterior Grounds Maintenance” policy changes approved by the Board of Directors.

Notwithstanding the above delineations that have been made for the sake of clarity at the date of this writing, the Board of Directors of the Association may determine from time to time that a “shared cost arrangement” between the Unit Owner(s) and the Association may be beneficial and may modify the above delineations of responsibilities accordingly. The Board may determine that such “shared cost arrangements” may serve to extend the Association’s exterior maintenance finances while preserving the overall integrity and property values within the Association. In such cases, the Association may offer a “Shared Cost Exterior Maintenance Improvement Program” for the benefit of the Association. In such cases, a “Shared Cost Exterior Maintenance Improvement Program” may be adopted by majority vote of the Board of Directors and advertised to the Unit Owners. Such programs may be further restricted by the Board of Directors due to budgetary constraints, annual timing, property condition or other factors as solely determined by majority vote of the Board of Directors.

**SECTION 2. Unit Maintenance.**

Except as provided in Section 1 of this Article VIII where the Association has assumed the duty of general exterior maintenance and repair, each Unit Owner shall be responsible for the maintaining his unit. It shall be the obligation of each Unit Owner to insure that such maintenance is carried on promptly and in coordination with the Unit Owner of the adjoining Unit, where appropriate, and that all improvements relative to his unit are properly maintained in such a manner as to insure the safety and the common exterior materials, color scheme and general appearance.

**SECTION 3. Breach of Owner Responsibilities.**

In the event any owner fails to diligently perform any maintenance responsibilities under this Amended and Restated Declaration and Bylaws and any adopted Rules and Regulations, the Board of Directors and its authorized agents and employees shall have the right to enter upon the exterior of any Unit Owner's property to perform any such maintenance. Exterior entry shall only be made at a reasonable hour, absent emergency conditions. No entry shall be made to the interior of any portion of a unit without prior notice to and of consent of the Unit Owner. The cost of any maintenance performed under this provision shall be charged to the Unit Owner and will be collectable from the Unit Owner by the Association in the same manner as any other assessment.

**SECTION 4. Further Subdivision Prohibited.**

No unit shall be further divided into separate dwelling units nor combined by removing the party wall or placing an interior access door between adjoining units without Association and City of Wheaton approval.

**SECTION 5. Compliance with Applicable Law.**

All exterior structures are subject to regulation and require the written pre-approval of the Board of Directors. Any such exterior construction, once approved, must fully comply with local ordinances and building codes. No easements and/or utility lines may be blocked. Any approved construction such as sun rooms, decks, patios, etc. become the individual maintenance responsibility of the Unit Owner. The Association shall approve all exterior materials and colors.

**SECTION 6. Privacy Walls Between Decks and/or Screen Rooms.**

Privacy walls are original in some units and separate neighboring decks and/or porches. Modifications may be considered and must be pre-approved by the Board of Directors. No exterior fencing is permitted, although "invisible fencing" for pet containment may be approved by the Board.

**SECTION 7. Signs and Address Plates / Numbering.**

Address numbering is a consistent size and material and Unit Owners may not remove, modify or make additions to the signage attached to either their units or their mailboxes. A

customary real estate sales sign on the lawn in front of the Unit is permitted during the time the unit is for sale. It must be properly maintained and removed upon closing.

**SECTION 8. Exterior Lighting.**

Attached exterior lighting fixtures are of a consistent design and material. If in the event they are damaged or are broken, they must be replaced with a fixture of like size, shape, color and material. It is anticipated that a time may come when all exterior lighting may need to be replaced. In such event, the Association may choose to replace all exterior lighting and pass the cost on to the Unit Owners. Low voltage landscape accent lighting at the front entrance walkway and/or in the rear yards of units on the Unit Owner's individual property is permitted.

**SECTION 9. Severability.**

If any terms or conditions of this Amended and Restated Declaration and Bylaws are found by a court to be unenforceable or are found to conflict with federal, state or local laws and ordinances (as may passed into law or amended from time to time), the remainder of the provisions of this Amended and Restated Declaration and Bylaws shall continue to be enforceable.

**SECTION 10. Enforceability.**

The provisions of this Amended and Restated Declaration and Bylaws are enforceable by the Board of Directors of the Association and individual Unit Owners.

**SECTION 11. Animals.**

All animals kept as domestic pets must comply with the Municipal Ordinances of the City of Wheaton and the laws of the State of Illinois. They must be licensed accordingly. Damage to property by any animal shall be the responsibility of the Unit Owner who owns the animal. No commercial pet breeding, pet boarding, pet day care or pet grooming operation is allowed. No animal may be staked unattended on the property or left unattended on decks. Pet excrement must be immediately removed from the lawns, mulch areas and general grounds and owner decks and properly placed of in a sealed container for City garbage pickup.

**SECTION 12. Permitted Uses.**

Each unit shall comply with the applicable zoning ordinances of the City of Wheaton.

**SECTION 13. Trash Collection.**

Trash containers, bags and recycling containers may be placed at the curb after 6:00 PM on the evening prior to collection and must be returned to inside the Unit Owner's garage on the evening following collection.



**SECTION 14. Casualty Insurance and Unit Owner's Covenant to Rebuild.**

Unit Owners hereby covenant to rebuild within 120 days in the event of fire, windstorm or other property damage. Extensions to this timeline may be granted by the Board of Directors for good cause shown. No improvement shall be commenced, erected, or maintained upon the Property, nor shall an improvement be repaired or rebuilt after destruction by any hazard until completed plans and specifications, showing the nature, kind, space, height, materials, and location of the improvement shall have been submitted to and approved in writing by the Board of Directors. A failure to approve or disapprove completed plans and specifications within forty-five (45) days after they have been submitted shall be deemed to be an approval of those plans and specifications.

Neither the Association, the Board of Directors, any committee of the Board of Directors, or any officer, employee or members thereof shall be liable for damages to any persons by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit to recover any such damages. All rebuilt structures shall comply with State and City of Wheaton Building requirements and permits.

(A) All Unit Owners shall maintain property casualty insurance issued by an Illinois licensed casualty insurance carrier in an amount sufficient to cover the actual replacement cost of their unit should damage occur. The Association shall be named an "additional insured" under all such policies and a copy must be furnished annually to the Association indicating the full annual payment of said policy and that the Association continues to be named in the policy as an "additional insured."

(B) In the event the limits of the Unit Owner's property and casualty insurance policy proves to be insufficient to properly and completely rebuild the structure to its original condition, the Unit Owner hereby covenants to pay whatever difference in payment will be required to properly complete the construction. If the unit is not rebuilt as required by this provision within 180 days of the casualty occurrence, the Association reserves the right to cause the unit exterior to be rebuilt and the Unit Owner hereby agrees to reimburse all architectural, engineering, construction, permitting and legal costs incurred by the Association within 90 days of billing. An ongoing lien will be placed upon the unit by the Association until payment is made in full, with reimbursement of market rate interest if a loan is secured by the Association for said purpose.

**ARTICLE IX**

**GENERAL PROVISIONS**

**SECTION 1.        Duration.**

The covenants, conditions and restrictions of this Amended and Restated Declaration and Bylaws shall run with the land and shall bind all current Unit Owners and subsequent Unit Owners.

**SECTION 2.        Waiver.**

Failure by the Association to enforce any provision of this Amended and Restated Declaration and Bylaws or an election by the Board of Directors not to enforce any provision of this Amended and Restated Declaration and Bylaws at any time shall not constitute a waiver of the right of the Association or the Board of Directors to do so in the future.

**SECTION 3.        Further Amendment of the Amended and Restated Declaration and Bylaws.**

This Amended and Restated Declaration and Bylaws or any individual provision herein may be subsequently amended. Any amendment requires a 25% quorum of Unit Owners entitled to cast their one vote per Unit, either physically present or present by an allowed proxy. As there are 52 total units in the Association, a quorum of Unit Owners is hereby established at thirteen (13) either physically present or present by a signed proxy.

Once a quorum of thirteen (13) Unit Owners has been established, a majority of over 50% of all Unit Owners either physically present or present by a signed proxy will be necessary to pass any further amendment to these Amended Declaration and Bylaws, as stated and clarified in **Amended Article I** of this document ("**Definitions**") under the heading "**Number of Unit Owner Votes Required for Approval.**"

Any amendment will become effective after passage and subsequent recoding with the Office of Recorder of Deeds of DuPage County, Illinois. Any such amendment shall be binding upon all current Unit Owners and any upon successor Unit Owners and shall run with the land.

**Legal Description**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and Outlot A in Creekside of Wheaton, a PUD of Lots 1 through 29 in Oakwoods II, being a Subdivision in part of Sections 19 and 30, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat of said Creekside of Wheaton recorded June 20, 1984, as Document R84-47132, in DuPage County, Illinois.

IN WITNESS THEREOF, The Association has taken a public vote of the Unit Owners at the Annual Meeting properly called for that purpose at 9:30 AM on Saturday, November 7, 2015 at the Wheaton Public Library. Therefore the Secretary of the Association has

CREEKSIDE OF WHEATON – 2015 AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS  
AND ASSOCIATION BYLAWS

recorded in the Association Minutes and publically reported the vote at said Annual Meeting of at least 2/3 of the membership for passage as required for an amendment of the Original 1984 recorded Declaration. A total of forty-five (45) votes were cast and forty-four (44) votes were marked for approval.

THEREFORE, the PRESIDENT and SECRETARY of the CREEKSIDE OF WHEATON HOMEOWNERS ASSOCIATION, INC., and ILLINOIS NOT-FOR-PROFIT CORPORATION, HAVE SIGNED BELOW AND HAVE CAUSED THIS INSTRUMENT TO BE RECORDED AT THE DUPAGE COUNTY RECORDER OF DEEDS.

BY: Barbara Grimbura PRESIDENT and  
Karen Mueller SECRETARY

STATE OF ILLINOIS  
COUNTY OF DUPAGE

I, the undersigned, a Notary Public in and for the said County, State of Illinois, certify that

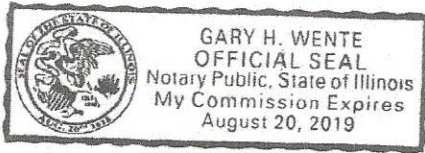
Barbara Grimbura PRESIDENT and  
Karen Mueller SECRETARY

Of the CREEKSIDE OF WHEATON HOMEOWNERS ASSOCIATION, INC., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as PRESIDENT and SECRETARY, respectively, appeared before me this day and acknowledged that they signed this instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; as the said Secretary there and then acknowledged that she, as custodian of the Corporation, did affix the Corporate Seal of said Corporation to said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation, for the use and purposes therein set forth.

**CREEKSIDE OF WHEATON – 2015 AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS  
AND ASSOCIATION BYLAWS**

STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF DUPAGE     )

Given under my hand and notarial seal this 12<sup>th</sup> day of NOVEMBER,  
2015.



Gary H Wente  
Notary Public

My Commission expires: 8/20/2019

**PARCEL IDENTIFICATION NUMBERS, LOT NUMBERS AND CORRESPONDING STREET ADDRESSES THIS AMENED AND RESTATED AMENED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND ASSOCIATION BYLAWS ARE HEREBY RECORDED AGAINST:**

PIN #	LOT #	STREET ADDRESS (ALL ADDRESSES LOCATED IN WHEATON, IL 60189)
05-19-415-045	1	2072 CREEKSIDE DRIVE
05-19-415-046	1	2070 CREEKSIDE DRIVE
05-19-415-053	2	2064 CREEKSIDE DRIVE
05-19-415-054	2	2062 CREEKSIDE DRIVE
05-19-415-055	3	2056 CREEKSIDE DRIVE
05-19-415-056	3	2054 CREEKSIDE DRIVE
05-19-415-039	4	1564 STONEBRIDGE TRAIL
05-19-415-040	4	1566 STONEBRIDGE TRAIL
05-19-415-047	5	1574 STONEBRIDGE TRAIL
05-19-415-048	5	1576 STONEBRIDGE TRAIL
05-19-415-057	6	1580 STONEBRIDGE TRAIL
05-19-415-058	6	1582 STONEBRIDGE TRAIL

**CREEKSIDE OF WHEATON – 2015 AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS  
AND ASSOCIATION BYLAWS**

<b>PIN #</b>	<b>LOT #</b>	<b>STREET ADDRESS (ALL ADDRESSES LOCATED IN WHEATON, IL 60189)</b>
05-19-415-049	7	1590 STONEBRIDGE TRAIL
05-19-415-050	7	1592 STONEBRIDGE TRAIL
05-19-415-059	8	1598 STONEBRIDGE TRAIL
05-19-415-060	8	1600 STONEBRIDGE TRAIL
05-19-415-041	9	1604 STONEBRIDGE TRAIL
05-19-415-042	9	1606 STONEBRIDGE TRAIL
05-19-415-051	10	1610 STONEBRIDGE TRAIL
05-19-415-052	10	1612 STONEBRIDGE TRAIL
05-19-415-043	11	1618 STONEBRIDGE TRAIL
05-19-415-044	11	1620 STONEBRIDGE TRAIL
05-19-415-037	12	1624 STONEBRIDGE TRAIL
05-19-415-038	12	1626 STONEBRIDGE TRAIL
05-19-415-031	13	1632 STONEBRIDGE TRAIL
05-19-415-032	13	1634 STONEBRIDGE TRAIL
05-19-415-033	14	1640 STONEBRIDGE TRAIL
05-19-415-034	14	1642 STONEBRIDGE TRAIL
05-19-415-035	15	1648 STONEBRIDGE TRAIL
05-19-415-036	15	1650 STONEBRIDGE TRAIL
05-19-416-030	16	1565 STONEBRIDGE TRAIL
05-19-416-031	16	1567 STONEBRIDGE TRAIL
05-19-416-038	17	1577 STONEBRIDGE TRAIL
05-19-416-039	17	1579 STONEBRIDGE TRAIL
05-19-416-040	18	1583 STONEBRIDGE TRAIL
05-19-416-041	18	1585 STONEBRIDGE TRAIL
05-19-416-042	19	1591 STONEBRIDGE TRAIL
05-19-416-043	19	1593 STONEBRIDGE TRAIL
05-19-416-044	20	1601 STONEBRIDGE TRAIL
05-19-416-045	20	1603 STONEBRIDGE TRAIL
05-19-416-032	21	1609 STONEBRIDGE TRAIL
05-19-416-033	21	1611 STONEBRIDGE TRAIL

**CREEKSIDE OF WHEATON – 2015 AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS  
AND ASSOCIATION BYLAWS**

<b>PIN #</b>	<b>LOT #</b>	<b>STREET ADDRESS (ALL ADDRESSES LOCATED IN WHEATON, IL 60189)</b>
05-19-416-028	22	1641 STONEBRIDGE TRAIL
05-19-416-029	22	1643 STONEBRIDGE TRAIL
05-19-416-036	23	1651 STONEBRIDGE TRAIL
05-19-416-037	23	1653 STONEBRIDGE TRAIL
05-19-416-048	24	1657 STONEBRIDGE TRAIL
05-19-416-049	24	1659 STONEBRIDGE TRAIL
05-19-416-046	25	1663 STONEBRIDGE TRAIL
05-19-416-047	25	1665 STONEBRIDGE TRAIL
05-19-416-034	26	1671 STONEBRIDGE TRAIL
05-19-416-035	26	1673 STONEBRIDGE TRAIL
05-09-416-022	NONE	<p>“OUTLOT A” (VACANT PARCEL) .75 ACRE DRAINAGE/STORMWATER DETENTION AREA LOCATED ON STONEBRIDGE TRAIL WHEATON, IL 60189</p> <p>OUTLOT “A” OWNED BY: CREEKSIDE HOMEOWNERS’ ASSOCIATION, INC. PO BOX 4113 WHEATON, IL 60189</p>

**PREPARED BY AND RETURN AFTER RECORDING TO:**

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