



**Declaration
By-Laws
Rules and Regulations**

***Revision of 2023 v.8
Approved June 13, 2023***

1 **Exhibit A**

2 **Amended DECLARATION OF**

3 **ARBOR MEADOWS RETIREMENT CODOMINIUMS**

4 This Declaration amends the Declaration made on June 18, 2018. The amended
5 Declaration is made by Arbor Meadows Retirement Condominiums, a not-for-profit Illinois
6 Corporation herein referred to as the Association. The property or parcel referred to herein
7 is the real estate in Decatur, Macon County, Illinois, which is legally described in the
8 original Declaration of the 24th of October, 1996 (where it is identified as Exhibit A). The
9 amended Declaration follows:

10 The Owners and Mortgagees acquiring any interest in the Property shall, at all times, enjoy
11 the benefit of, and shall hold their interests subject to the rights, easements, privileges and
12 restrictions herein set forth, all of which are declared to be in furtherance of a plan to
13 promote and protect the cooperative aspect of such property and are established for the
14 purpose of enhancing and perfecting the value, desirability and attractiveness therein.

15 NOW THEREFORE the Association as the recorded Owner of the above described parcel
16 hereby declares as follows:

17 DEFINITIONS for words used in this Declaration.

- 18 (a) **ACT** means the current **Condominium Property Act** of the State of Illinois.
19 (b) **Association** means the incorporated association of all the Unit Owners acting
20 pursuant to the By-laws attached as Exhibit D through its duly elected Board.
21 (c) **Board** means the Board of Directors of the incorporate association, which also acts
22 as the Board of Managers.
23 (d) **Buildings** means all structures attached or unattached containing one or more units.
24 (e) **By-laws** means the By-laws of the Association.
25 (f) **Common Elements** means all the property, except the units, and shall include but
26 not be limited to the land, foundations, roofs, pipes, ducts, electrical wiring and
27 conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a
28 Unit and serving only said Unit), public utility lines, sewer lines, floors, ceilings, and
29 perimeter walls of Units (other than such portions thereof included within Unit
30 boundaries as shown on the Plat), structural components of the buildings, driveways,
31 roadways, landscaping and all other portions of the parcel except the individual Units.
32 Structural components located within the boundaries of a Unit shall be part of the
33 Common Elements, except such components as are hereinafter specified to be
34 maintained, repaired or replaced by the Unit Owner.
35 (g) **Common Expenses** means the proposed or actual expenses affecting the property,
36 including reserves, if any, lawfully assessed by the Board.
37 (h) **Condominium Instruments** means all documents and authorized amendments
38 thereto recorded pursuant to the provisions of the ACT, including the Declaration, By-
39 Laws, Rules and Regulations and Plat.
40 (i) **Declaration** means this instrument by which the property is submitted to the
41 provisions of the ACT, and such Declarations as from time to time amended.

- 42 (j) **Limited Common Element** means those portions of the Common Elements
43 contiguous to or serving exclusively a Unit or adjoining Units as an inseparable
44 appurtenance thereto, as described in Exhibit B, and those portions of the parcel not
45 covered by the building as showing on the Plat and pipes and equipment for air
46 conditioning and heating of the Unit. The Board, as herein defined, may from time to
47 time designate other portions of the Common Elements as Limited Common
48 Elements.
- 49 (k) **Maintenance Fund** means all money collected or received by the Association
50 pursuant to the provisions of the Condominium Instruments.
- 51 (l) **Majority or Majority of Unit Owners** means the Owners of more than 50 percent (43
52 Units) of the aggregate in interest of the undivided ownership of the Common
53 Elements.
- 54 (m) **Occupant** means a person or persons being Owner/Owners (55 years or older) in
55 possession of a Unit.
- 56 (n) **Parcel** means a tract of real estate.
- 57 (o) **Person** means a natural individual, corporation, partnership, trustee or other legal
58 entity capable of holding title to real property.
- 59 (p) **Plat** means a plat or plats or survey of the parcel of Units in the property submitted to
60 the provisions of the ACT, which shall consist of three-dimensional, horizontal, and
61 vertical delineation of such Units and such other data as may be required by the ACT.
- 62 (q) **Property** means all land, property and space comprising the parcel and all
63 improvements and structures erected, constructed or contained therein or thereon,
64 including buildings and all easements, rights and appurtenances belonging thereto,
65 and fixtures, equipment and furnishings intended for the mutual use, benefit or
66 enjoyment of Unit Owners.
- 67 (r) **Record** means to record in the Office of the Recorder of Macon County, Illinois.
- 68 (s) **Reserves** means those sums paid by Unit Owners that are separately maintained by
69 the Board for the purposes specified by the Board or Condominium Instruments.
- 70 (t) **Unit** means a part of the property, including one or more rooms designated or
71 intended for independent use as a one-family dwelling (2 family members) as set
72 forth on the Plat attached thereto as Exhibit B which was recorded simultaneously
73 with the recording of the original Declaration. Each Unit shall consist of the space
74 enclosed and bounded by the horizontal and vertical planes constituting the
75 boundaries of such Unit as shown on the Plat; provided however, that no structural
76 components of a building and no pipes, wires, conduits, ducts, flues, shafts, or public
77 utility lines running through a Unit and forming part of any system serving one or
78 more other Units or the Common Elements shall be deemed to be a part of said Unit.
- 79 (u) **Unit Owner** means the person or, whose estates of interest individually or
80 collectively, aggregate fee simple absolute ownership of a Unit.
- 81 (v) **Voting** on any and all issues coming before the residents of Arbor Meadows
82 Condominiums requires a quorum of 20% of the residents (17) in attendance
83 including absentee and proxy votes. Motion passes with a majority vote. Board
84 issues are the same with 2/3 of the Board members needed for a quorum and the
85 motion passes with a majority.

86 **1. Unit Identification**

87 Each Unit is identified on the Plat by a distinguishing number, the number, the legal
88 description of each Unit shall refer to such identifying number.

89 **2. Use and Ownership of Common Elements**

- 90
- 91 (a) The use of the Common Elements and rights of Unit Owners with respect thereto
92 shall be subject to and governed by the ACT, the Condominium Instruments, and the
93 Rules and Regulations of the Board. All income derived by the Association from
94 concessions, or other sources shall be held and used for the benefit of the members
95 of the Association, pursuant to the Condominium Instruments and the Rules and
96 Regulations of the Association.
- 97 (b) Each Unit Owner shall own an undivided interest in the Common Elements, in the
98 percentage set forth in Exhibit C attached, as a tenant in common with all other Unit
99 Owners. Such a percentage is based on declarant's initial determination of square
100 feet in a unit as a percent of total square feet of all units. Except for (1) portions of the
101 Common Elements that were assigned to the Unit Owners pursuant to the provision
102 of the Condominium Instruments and (2) the Limited Common Elements, each Unit
103 Owner, their agents, family members, and invitees shall have the right to use the
104 Common Elements for all purposes incident to the use and occupancy of their unit as
105 a place of residence and such other incidental uses permitted by the Condominium
106 Instruments. Each Unit Owner shall have the right to exclusive use and possession
107 of the Limited Common Elements contiguous to and serving only their Unit and the
108 Limited Common Elements access to which is available only through their Unit.
109 Limited Common Elements may not be transferred between or among Unit Owners.

110 **3. Restrictions on Ownership, Alienation and Occupancy of Units**

- 111 (a) Alienation Restrictions Sale of a Unit is not restricted regarding race, religion, creed
112 or ethnic origin.
- 113 (b) Occupancy Restrictions Occupancy restrictions apply to all Units regardless of
114 ownership. A Unit may be permanently occupied by an unmarried individual or two
115 individuals who are each at least fifty-five (55) years old, or by a married couple, if
116 one of the occupants is at least fifty-five (55) years old. If a Unit is initially occupied
117 by a married couple of which one spouse is over fifty-five(55) and the other spouse
118 is under fifty-five (55) years old, and the spouse who is over fifty-five (55) years old
119 dies, the spouse who is under fifty-five (55) years old may continue to occupy the
120 Unit unless and until the surviving spouse marries or cohabits with another individual
121 who is less than fifty-five (55) years old.

122 In all circumstances, Arbor Meadows will follow the ACT of the State of Illinois
123 regarding ownership.

124 Guests of Unit Owners can visit Unit Owners and occupy a Unit for periods not to
125 exceed fifteen (15) days. A longer stay for unusual circumstances must be
126 sanctioned by the Board.

- 127 (c) No Unit may be rented or leased.

128 **4. Administration and Operation of the Property**

129 The governing and managing body of the Unit Owners for the administration and operation
130 of the property, as provided in the ACT and in this Declaration and in the By-laws, shall be
131 the Board of Directors (herein after called the Board), composed of five (5) to seven (7)
132 Unit Owners elected in a manner provided by the By-laws. The By-laws for the governing
133 body shall be the By-laws attached as Exhibit D.

134 The duties and the powers of the Board shall be those set forth in the By-laws and this
135 Declaration. The ACT shall control in the event of any inconsistency between the ACT, the
136 Declaration and the By-laws.

137 All funds collected by the Board shall be held and expended for the purposes designated
138 in the Declaration and By-laws and shall be deemed to be held for the benefit, use and
139 accounting of Unit Owners. In accordance with the ACT, the Board shall have the right to
140 change the monthly maintenance fees as required and to make special assessments.

141 **5. Indemnity**

142 The members of the Board shall not be liable to the Unit Owners for any mistake in
143 judgment for acts or omissions made in good faith on behalf of the Association unless any
144 such contracts shall have been made in bad faith or contrary to the provisions of this
145 Declaration. Each agreement made by the Board on behalf of the Unit Owners of the
146 Association shall be executed by Board members, as agents for the Unit Owners for the
147 Association.

148 **6. Board's Determination Binding**

149 In the event of any dispute of disagreement between the Unit Owners relating to the
150 property, or any question of interpretation or application of the provisions of the Declaration
151 or By-laws, the determination thereof by the Board shall be final and binding on the Unit
152 Owners.

153 **7. Common Expenses**

154 Each Unit Owner shall pay their share of expenses of administration, maintenance and
155 repair of the Common Elements and of any other expenses incurred in conformance with
156 the ACT, Declaration and By-laws or otherwise lawfully agreed upon. A Unit Owner's
157 percentage share of said common expenses shall be equal to their percentage of
158 ownership of the Common Elements. Payment thereof shall be in such amounts and at
159 such times as determined and the manner provided by the Board. If any Unit Owner fails
160 or refuses to make any such payment of the common expenses when due, the amount
161 thereof shall constitute a lien on the interest of such Unit Owner in the property as provided
162 by the ACT.

163 **8. Separate Mortgages**

164 Each Unit Owner shall have the right to make a separate mortgage or encumbrance on his
165 respective Unit. No Unit owner shall have the right or authority to make or create or cause
166 to be made or created any mortgage or encumbrance or other lien on or affecting the
167 parcel or any part thereof, except to the extent of his Unit.

168 **9. Separate Real Estate Taxes**

169 It is understood that real estate taxes are to be separately taxed to each Unit owner for
170 that Unit.

171 **10. Insurance**

172 (a) The Board shall have the authority to and shall obtain insurance for the Common
173 Property against loss or damage by fire and such other hazards as the Board may
174 deem desirable, for the full insurance replacement cost of the Common Elements and
175 the Units. Premiums for such insurance shall be Common Expenses. All inside unit
176 insurance claims must be submitted to the Board for resolution.

177 Such insurance coverage shall be written in the name of Arbor Meadows Retirement
178 Condominiums. Losses under such policies shall be adjusted by and the proceeds of
179 such insurance shall be payable to the Board as trustees for each of the Unit Owners.

180 The Board may engage the service of any bank or trust company authorized to do
181 trust business in Illinois to act as trustee, agent or depository on behalf of the Board
182 for the purpose of receiving and disbursing the insurance proceeds resulting from any
183 loss, upon such terms as the Board shall determine consistent with the provisions of
184 the ACT and this Declaration. The fees of such corporate trustee shall be Common
185 Expenses. In the event of any loss in the excess of \$50,000 in the aggregate, the
186 Board shall engage a corporate trustee as aforesaid, or in the event of any loss
187 resulting in the destruction of the major portion of one or more Units, the Board shall
188 engage a corporate trustee as aforesaid upon the written demand of the mortgagee
189 or owner of any Unit so destroyed.

190 The proceeds of such insurance shall be applied by the Board or by the corporate
191 trustee on behalf of the Board for the reconstruction of the building, or shall be
192 otherwise disposed of, in accordance with the provisions of this Declaration and the
193 ACT; and the rights of the mortgagee of any Unit under any standard mortgage
194 clause endorsement to such policies shall, notwithstanding anything to the contrary
195 there contained, at all times be subject to the provisions in the ACT with respect to
196 the application of insurance proceeds to reconstruction of the building.

197 Payment by the insurance company to the Board or to such corporate trustee of the
198 proceeds of any policy, and the receipt of release from the Board of the company's
199 liability under such policy, shall constitute full discharge of such insurance company,
200 and such company shall be under no obligation to inquire into the terms of any trust
201 under which proceeds may be held pursuant hereto, or to take notice of any standard
202 mortgage clause endorsement inconsistent with the provisions hereof, or see to the
203 application of any payments of the proceeds of any policy by the Board or the
204 corporate trustee.

205 (b) The Board shall also have authority to and shall obtain comprehensive public liability,
206 including liability for injuries to and death of persons, and property damage, in such
207 limits as it shall deem desirable, and workmen's compensation insurance and other
208 liability insurance as it may deem desirable, insuring each Unit Owner and members
209 of the Board, from liability in connection with the Common Elements and the streets
210 and sidewalks adjoining the property and insuring the members of the Board from

211 liability for good faith actions beyond the scope of their respective authorities. Such
212 insurance coverage shall include cross liability claims of one or more insured parties
213 against other insured parties. The premiums of such insurance shall be Common
214 Expenses.

215 (c) Each Unit Owner shall be responsible for his own insurance on the contents of their
216 own Unit and furnishings and personal property therein, and his personal property
217 stored elsewhere on the property, and his personal liability to the extent not covered
218 by the liability insurance of all the Unit Owners obtained as part of the Common
219 Expenses as above provided. The Unit Owner is responsible for all claims resulting
220 from incidents inside their Unit. Evidence of homeowner's insurance coverage must
221 be provided by each Unit Owner, once a year, to the Board either mailed to 4700
222 Arbor Court, Decatur, Illinois, or hand delivered to the Board Secretary.

223 The Association shall not be responsible for obtaining insurance on any additions,
224 alteration or improvements made by any Unit Owner. Residents must have a unit
225 owner's policy which covers property, improvements, and exterior and interior
226 building items.

227 (d) Each Unit Owner and the Board hereby wave and release any and all claims which
228 they may have against any Unit Owner, members of the Board, the trustee and the
229 beneficiaries of the trustee and their respective employees and agents, for damage to
230 the Common Elements, the Units, or to personal property located in the Units or
231 Common Elements, caused by fire or other casualty, to the extent that such damage
232 is covered by fire or other form of casualty insurance.

233 **11. Maintenance, Repairs and Replacements**

234 Each Unit Owner shall furnish and be responsible for, at their own expense, all of the
235 maintenance, repairs, and replacements within their own Unit and within their Limited
236 Common Elements. Maintenance, repairs, or replacements of the Common Elements
237 (other than the Limited Common Elements) shall be furnished by the Board as part of the
238 Common Expenses. At the discretion of the Board it may direct a Unit Owner in the name
239 of and the account of such Unit Owner to arrange for the maintenance, repair, and
240 replacement of Limited Common Elements, to pay the cost thereof and to produce and
241 deliver to the Board such lien waivers and contractor's and sub-contractor's sworn
242 statements as may be required to protect the property from all mechanics' or material
243 men's lien claims that may arise therefore.

244 The Board may cause to be discharged any mechanic's lien or other encumbrance which
245 in the opinion of the Board, may constitute a lien against the property or Common
246 Elements, rather than against a particular Unit and its corresponding percentage of
247 ownership in the Common Elements. When less than all the Unit Owners are responsible
248 for the existence of such lien, the Unit Owners responsibility shall be jointly and severally
249 liable for the amount necessary to discharge the same and for all costs and expenses
250 (including attorney's fees) incurred by reason of such lien.

251 Whenever the Board shall determine, in its discretion, that any maintenance or repair of
252 any Unit or its Limited Common Elements is necessary to protect the Common Elements
253 or any portion of the building, the Board may cause a written notice of the necessity for

254 such maintenance or repair to be served upon the Unit Owner, which notice may be
255 served by delivering a copy thereof to any occupant of such Unit, or by mailing the same
256 by certified or registered mail addressed to the Unit Owner. If such Unit Owner fails or
257 refuses to perform any such maintenance or repair within a reasonable time stated in the
258 notice (or any extension thereof approved by the Board) the Board may cause such
259 maintenance and repair to be performed at the expense of the Unit Owner.

260 If, due to act or neglect of a Unit Owner or a member of their family or household pet or of
261 a guest or other authorized occupant or visitor of such Unit, damage shall be caused to the
262 Common Elements or to a Unit or Units owned by others, or maintenance, repairs or
263 replacements shall be required which would not otherwise be at the Common Expense,
264 then such Unit Owner shall pay for such damage and such maintenance repairs and
265 replacements as may be determined by the Board, to the extent not covered by insurance.

266 The Board shall have exclusive authority to take, or refrain from taking, any action
267 pursuant to this Paragraph 11. All expenses which, pursuant to this Paragraph 11, are
268 chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall
269 be payable by such Unit Owner as prescribed by the Board. No portion of the exterior of
270 the building shall be painted, sided, reroofed, reguttered or structurally modified until the
271 plans for such work have been approved by the Board as to harmony of exterior color and
272 design with other portions of the building.

273 **12. Alterations, Additions or Improvements**

274 **(a) Residents**

275 Any Unit Owner may make alterations, additions or improvements **within** their Unit without
276 the prior approval of the Board, but in the event such Unit Owner shall be responsible for
277 any damage to other Units, the Common Elements, or property as a result of such
278 alterations, additions, or improvements.

279 Patio covers and pergolas are the **ONLY** outside additions allowed and then only over the
280 individual Unit's rear patio. Any such addition shall be approved by the Board and then by
281 the HOA. No additions are allowed in the front or side of any Unit. Such structure shall
282 meet the following requirements: 1) Any patio cover that is physically attached to the
283 building's structure (walls, roof overhang...etc) shall have outer column footings that
284 extend below the frost line. 2) Such structures that are placed and attached to the Unit
285 patio slab, can only have its roof extend under the building's structure roofline, but shall
286 **not** be attached to the building's structure (roof, wall). 3) All additions shall be white in
287 color. 4) All additions shall meet the current minimum building code of the City of Decatur.
288 5) Any building's elements (siding, flashing, guttering, soffit) removed during construction
289 shall be replaced in whole or repaired in such manner to replicate the surrounding
290 elements. (Pursuant to Paragraphs 11, 16i and 16m of this document)

291 A building permit, issued by the City of Decatur, shall be required for any additions that are
292 **physically** attached to a Unit's roof or walls. A copy of the building permit shall be
293 submitted to the Association Board Secretary for record. Upon completion of the building
294 addition, a copy of a Certificate of Occupancy or equivalent, issued by the City of Decatur
295 shall be submitted to the Association Board Secretary for record.

296 Any addition will be immediately and fully insured by the resident with "Proof of Insurance"
297 presented to the Board Insurance Director.

298 The Association takes **NO** responsibility for any outside additions at present or in the
299 resale of the Unit.

300 **(b) Board alterations, additions, etc. for the purpose of landscaping**

301 Nothing shall be altered or constructed in or removed from the Common Elements, except
302 on the written consent of the Board. The Board may authorize and charge as Common
303 Elements (or in the case of Limited Common Elements may charge to the Unit Owner
304 benefited thereby) alterations and improvements of, and additions to, the Common
305 Elements. If the cost of any improvement, alteration or addition exceeds \$5,000, the Board
306 must present the request to the Unit Owners at a regular meeting of the Association
307 requiring quorum and approval of the 20% of the members in attendance.

308 **13. Decorating**

309 Each Unit Owner shall furnish and be responsible for, at their own expense, all decorating
310 within their own Unit.

311 **14. Encroachment and Easement**

312 (a) In the event by reason if the construction, reconstruction, settlement or shifting of any
313 building, or design or construction of any Unit, any part of the Common Elements
314 encroaches or shall hereafter encroach upon any part of any Unit, or any part of any
315 Unit encroaches or shall hereafter encroach upon any part of the Common Elements,
316 or any portion of any Unit encroaches upon any part of any other Unit, valid easements
317 for the maintenance of such encroachments are hereby established and shall exist for
318 the benefit of such Unit or Common Elements so encroaching so long as all or any part
319 of the Building containing such Unit or Common Elements so encroaching shall remain
320 standing; provided, however, that in no event shall a valid easement for any
321 encroachment be created in favor of the owner of any unit or in favor of the owners of
322 the Common Elements if such encroachment occurred due to the willful conduct of said
323 owner or owners.

324 (b) Easements are hereby declared and granted for utility purposes, including the right to
325 install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains,
326 telephone wires and equipment, and electrical conduits, wires and equipment over,
327 under, along and on any part of the Common Elements, as they exist on the date of the
328 recording hereof.

329 (c) All easements and rights described herein are assessments appurtenant, running with
330 the land and shall inure to the benefit of and be binding on the undersigned, its
331 successors, assigns, and any owner, purchaser, mortgagee and other person having
332 interest in said land, or any part or portion thereof.

333 (d) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or
334 other evidence of obligation, to the easements and rights described in this Declaration,
335 shall be sufficient to create and reserve such easements and rights to the respective
336 grantees, mortgagees and trustees of such parcels as fully and completely as though

337 such easements and rights were recited fully and set forth in their entirety in such
338 documents.

339 **15. Pipes, etc.**

340 All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets) and
341 structural components located in or running through a Unit and serving more than one Unit
342 or another Unit serving or extending into the Common Elements or any part thereof, shall
343 be deemed part of the Common Elements, but shall not be deemed to be Limited Common
344 Elements. No Unit Owner may take any action that would interfere with the ability of the
345 Association to repair, replace or maintain said Common Elements as provided herein.

346 **16. Use Restrictions**

347 Use of the Units and Common Elements shall be restricted as follows:

- 348 (a) No part of the property shall be used for other than housing and the related common
349 purposes for which the property was designed. Each Unit or any two adjoining Units
350 used together shall be used as a residence for a single family or such other uses
351 permitted by this Declaration and for no other purposes.
- 352 (b) The Common Elements shall be used only for access to and from the respective Units
353 by the respective families residing therein and their respective guests, household help
354 and other authorized visitors and for such purposes which are incidental to the
355 residential use of the respective Units.
- 356 (c) No industry, business, trade, occupation, or profession of any kind, commercial,
357 religious, educational, or otherwise designed for profit, altruism, exploration, or
358 otherwise, shall be conducted, maintained, or permitted on any part of the property.
359 No advertising signs, (except a real estate "For Sale" or an "Open House" sign) or
360 other displays shall be maintained or permitted on any part of the property except at
361 such location and in such form as shall be determined by the Board.
- 362 (d) There shall be no obstruction of the Common Elements, by fence or any other means,
363 nor shall anything be stored in the Common Elements without the prior consent of the
364 Board except as herein expressly provided. Each Unit Owner shall be obligated to
365 maintain his own Unit and the Limited Common Elements appurtenant thereto in good,
366 clean order and repair. The use and the covering of the interior surfaces of windows,
367 whether by draperies, shades, or other items visible on the exterior of the building,
368 shall be subject to the Rules and Regulations of the Association.
- 369 (e) Nothing shall be done or kept in any Unit or in the Common Elements that will increase
370 the rate of insurance on the property, or contents thereof applicable for residential use,
371 without the consent of the Board. No Unit Owner shall permit anything to be done or
372 kept in his Unit or in the Common Elements that will result in the cancellation of any
373 insurance maintained by the Association, or that would be in violation of any law. No
374 waste shall be placed in the Common Elements.
- 375 (f) Unit Owners shall not cause or permit anything to be hung or displayed on any exterior
376 surface of the building. No sign, patio cover, shutters, radio, television or telephone
377 antenna shall be affixed to or placed on any part of the Common Elements without the
378 prior consent of the Board.

379 (g) No animals, livestock, fowl or poultry of any kind may be raised or bred in any Unit or
380 in the Common Elements. All household pets are subject to the Rules and
381 Regulations adopted by the Association. Any such authorized pet causing or creating
382 a nuisance or unreasonable disturbance shall be permanently removed from the
383 property upon three (3) days written notice from the Board. Pets may not weigh more
384 than thirty (30) pounds. No Unit may have more than two (2) pets.

385 Service animals must be registered with the Secretary of the Association; there must
386 be a statement from a physician that there is a medical necessity for the service
387 animal and there must be proof that the service animal is properly trained. The
388 American with Disabilities Act defines a service animal as; "Any animal that is
389 individually trained to do work or perform tasks for the benefit of an individual with a
390 disability including physical, sensory, psychiatric, intellectual, or other mental
391 disability."

392 (h) No noxious or offensive activity shall be carried out in any Unit or the Common
393 Elements, nor shall anything be done therein, either willfully or negligently, that may be
394 or become an annoyance or nuisance to the other Unit Owners or occupants.

395 (i) Nothing shall be done in any Unit, or in, or on, or to the Common Elements that would
396 impair the structural integrity, safety, or soundness of the building or that would
397 change the building.

398 (j) No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung out or
399 exposed on any part of the Common Elements. The Common Elements shall be kept
400 free and clear of rubbish, debris, and other unsightly materials.

401 (k) No benches, chairs, or other personal property shall be left on nor shall any playing,
402 lounging, or parking of bicycles or vehicles be permitted on part of the Common
403 Elements without prior consent of the Board.

404 (l) Each Unit Owner and the Association hereby waive and release any and all claims
405 they or it may have against any other Unit Owner, the Association, and members of
406 the Board for damage to the Common Elements caused by fire or other casualty or
407 any act or omission to the extent that such damage is covered by fire or other forms of
408 hazard insurance.

409 (m) If an act or omission of a Unit Owner, or a member of their family, a household pet,
410 guest of such Unit Owner, shall cause damage to the Common Elements or to a Unit
411 or Units owned by others, or maintenance repairs, or replacements, shall be required
412 as what would otherwise be at Common Expense, then such Unit Owner shall pay for
413 such damage and such maintenance, repairs and replacements as may be
414 determined by the Board.

415 (n) No Unit Owner shall overload the electric wiring in the building, or operate any
416 machines, appliances, accessories, or equipment in such a manner as to cause, in the
417 judgment of the Board, an unreasonable disturbance to others. Nor shall any Unit
418 Owner connect any machine, appliance, accessory or equipment to the heating or
419 plumbing system without the prior consent of the Board.

420 (o) This paragraph shall not be construed to prevent or prohibit a Unit Owner from
421 maintaining their personal professional library, keeping their personal business or

422 professional records or accounts, handling their personal business or professional
423 telephone calls, or conferring with business associates, clients, or customers in their
424 Unit.

425 **17. Association**

426 (a) Each Unit Owner shall be a member of such Association, which membership shall
427 terminate upon the sale or other disposition by such member of their Unit, at which
428 time the new Unit Owner shall automatically become a member therein.

429 (b) The provisions of Exhibit D of the Declaration shall be adopted as the By-laws of such
430 Association.

431 (c) The name of such Association shall be Arbor Meadows Retirement Condominiums.

432 **18. Parking**

433 Each Unit shall have a garage to be used by the Unit Owner for parking and storage. In
434 addition, a Unit Owner may park one additional automobile or similar vehicle in the
435 driveway of the Unit. No Unit Owner may park an automobile or similar vehicle in the
436 street for more than twenty-four (24) hours. No recreational vehicle, camper, trailer,
437 mobile home, boat or other non-automobile type vehicle may be parked in the driveway of
438 a Unit or in the street for more than twenty-four (24) consecutive hours. Moving a vehicle
439 from one location to another shall not defeat the above parking prohibitions. As with all
440 provisions of the Declaration, a determination of the Board that there has been a violation
441 of this provision shall be binding.

442 **19. Remedies**

443 In the event of any default by any Unit Owner under the provisions of the ACT,
444 Declaration, By-laws, or Rules and Regulations, the Board or its agent shall have each and
445 all of the rights and remedies which may be provided for in the ACT, Declaration, By-laws,
446 or said Rules and Regulations or which may be available at law or in equity and may
447 prosecute any action or other proceedings against any Unit Owner and/or other for
448 enforcement of any lien and the appointment of a receiver for the Unit and ownership
449 interest if such Unit Owner, or for damages or injunction or specific performance, or for
450 judgments for payment of money and collection hereof, or the right to take possession of
451 the Unit and sell the same as hereinafter in this paragraph provided, or for any
452 combination of remedies, or for other relief. All expenses of the Board in connection with
453 any such actions or proceedings, including court costs and attorney's fees and other fees
454 and expenses and all damages, liquidated or otherwise, together with interest thereon at
455 the rate of eight (8%) per annum until paid, shall be charged to and assessed against such
456 defaulting Unit Owner, and shall be added to and deeded part of their respective share of
457 the Common Expenses, and the Board shall have a lien for all of the same, as well as for
458 nonpayment of their respective share if the Common Expenses, upon the Unit and
459 ownership interest in the Common Elements of such defaulting Unit Owner and upon all of
460 their additions and improvements thereto and upon all their personal property in their Unit
461 or located elsewhere on the parcel. In the event of any such default by any Unit Owner,
462 the Board shall have the authority to correct such default, and to do whatever may be
463 necessary for such purpose, and all expenses in connection therewith shall be charged to
464 and assigned against such defaulting Unit Owner. Any and all such rights and remedies

465 may be exercised at any time and from time-to-time, cumulatively or otherwise, by the
466 Board.

467 The violation of any restriction or condition adopted by the Board or the breach of any
468 covenant or provision here contained, shall give the Board the right in addition to any other
469 rights provided for in this Declaration: (a) to enter upon the Unit, or any portion of the
470 property which, or as to which, such violation or breach exists and to summarily abate and
471 remove at the expense of the defaulting Unit Owner, any structure, thing or condition that
472 may exist thereon contrary to the intent and meaning of the provisions hereof, and the
473 Board or its employees or agents, shall not thereby be deemed guilty in any manner of
474 trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law
475 or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's
476 interest in the property and to maintain an action for possession of such Unit in the manner
477 provided by the law.

478 If any Unit Owner (either by their own conduct or by the conduct of any other occupant of
479 Unit) shall violate any of the covenant or restrictions or provisions of this Declaration or the
480 Regulations adopted by the Board, and such violation shall not be cured within thirty (30)
481 days after notice in writing from the Board, or shall reoccur more than once thereafter, then
482 the Board shall have the power to issue to said defaulting Owner a ten (10) day notice in
483 writing to terminate the rights of said defaulting Owner to continue as a Unit Owner and to
484 continue to occupy, use or control their Unit, and thereupon an action in equity may be
485 filed by the Board against said defaulting Owner for a decree of mandatory injunction
486 against said defaulting Owner or occupant or (subject to prior consent in writing of any
487 mortgagee having a security interest in the Unit ownership if said defaulting Owner, which
488 consent shall not be unreasonably withheld) in the alternative, for a decree declaring the
489 termination of said defaulting owner's right to occupy, use or control the Unit owned by
490 them on account of said violation, and ordering that all the right, title, and interest of said
491 defaulting Owner in the parcel shall be sold (subject to the lien of any existing mortgage) at
492 a judicial sale upon such notice and terms as the court shall determine, except that the
493 court shall enjoin and restrain the said defaulting owner from reacquiring their interest in
494 such judicial sale. The proceeds of any judicial sale shall first be paid to discharge court
495 cost, court reporter charges, reasonable attorneys' fees and all other expenses of the
496 proceeding and sale. And such items shall be taxed against said defaulting Owner in said
497 decree. Any balance of proceeds, after satisfaction of such charges and any unpaid
498 assessment hereunder or any liens shall be paid to said defaulting Owner. Upon the
499 confirmation of such sale, the purchaser shall thereof be entitled to a Deed to the Unit and
500 the Unit Owner's corresponding percentage of ownership in the Common Elements, and to
501 immediate possession of the Unit sold and may apply to the court for a writ of assistance
502 for the purpose of acquiring such possession, and it shall be a condition of such sale, and
503 the decree shall so provide, that the purchaser shall take the interest in Unit Ownership
504 sold subject to the Declaration.

505 In the event of any default by any Unit Owner under the provisions of the ACT, the
506 Declaration, By-laws, or Rules and Regulations contained in the Declaration and By-laws,
507 and those adopted by the majority of the Unit Owners present at the regular annual
508 Meeting or a special meeting, the Board or its agents shall have the authority and

509 obligation to provide 30 days written notice to the Unit Owner that it is not in compliance
510 with the established policies.

511 If the Unit Owner has not corrected, or caused to be corrected, the noncompliance the
512 Board will give the Unit Owner a ten (10) day written notice. The notice will state the
513 continued violation or violations, when penalty will begin, and the dollar amount of the
514 penalty payment for each violation and the total.

515 If the Unit Owner has not caused the violation to be remedied after that ten (10) day
516 period, then a fine of twenty-five (25) dollars per day, for each violation, will commence. If
517 the Unit Owner continues to be in default of the established rule and does not make the
518 penalty payment, the Board at its sole discretion may cause a lien to be recorded against
519 the property. The penalties will continue on an indefinite basis until the default has been
520 remedied.

521 The Board shall give any first mortgage notice of any default by the Unit Owner whose Unit
522 is encumbered by the mortgage or trust deed owner or held by such first mortgagee in the
523 performance of such Unit Owner duties hereunder which are not cured within thirty (30)
524 days after the date the Unit Owner is notified by the Board to cure such default.

525 **20. Amendment**

526 The provisions of this Declaration may be changed, modified or rescinded upon a quorum
527 vote of 20% (17) of Unit Owners. The changes shall be effective upon recordation of such
528 instrument in the Office of the Recorder of Deeds of Macon County, Illinois: provided,
529 however, that no provision in the Declaration may be changed, modified, or rescinded to
530 conflict with provisions of the Illinois Condominium Property ACT.

531 **21. Notice**

532 Notices provided for the ACT, Declaration or By-laws shall be in writing and shall be
533 addressed to the Board or to any Unit Owner at Decatur, Illinois (indicating there on the
534 number of the respective Unit and the street address if addressed to a Unit Owner). The
535 Board may designate a different address for notices to it by giving written notice of such a
536 change of address to all Unit Owners. Any Unit Owner may also designate a different
537 address or addresses for notices to them by giving written notice of change of address to
538 the Board. Notices as addressed above shall be deemed delivered when mailed by United
539 States registered or certified mail or when delivered in person with written
540 acknowledgement of the receipt.

541 Upon written request to the Board, the holder of any recorded mortgage encumbering any
542 Unit shall be given a copy of all notices permitted or required by this Declaration to be
543 given to the Unit Owner or Owners whose Unit is subject to such mortgage.

544 **22. Severability**

545 If any provision of the Declaration or By-laws or any other section, sentence, clause,
546 phrase or word, or the application thereof in any circumstance, is held invalid, the validity
547 of the Declaration and By-laws and of the application of any such provisions, section,
548 sentence, clause, phrase or word in any other circumstance shall not be affected.

549 **23. Rights and Obligations**

550 Each grantee of the Declarant by the acceptance of a deed or conveyance, and each
551 purchaser under any contract for such deed of conveyance, accepts the same subject to
552 all restrictions, conditions, covenants, reservations, liens and charges, and jurisdiction,
553 rights and powers created or reserved by this Declaration and all rights, benefits and
554 privileges of every character hereby granted, created, reserved or declared, and all
555 impositions and obligations hereby imposed shall be deemed and taken to be covenants
556 running with the land, and shall bind any person having at any time any interest or estate
557 in said land, and shall inure to the benefit of such person in like manner as though the
558 provisions of this Declaration were recited and stipulated at length in each and every deed
559 of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or
560 other evidence of obligation, to the rights described in this paragraph or described in any
561 other part of this Declaration or By-laws shall be sufficient to create and reserve such
562 easements and rights to the respective grantees and mortgages of such Unit Ownerships
563 as fully and completely as though such rights were recited fully and set forth in their
564 entirety in such documents.

565 **24. General Provisions**

- 566 (a) No covenants, restrictions, conditions, obligations or provisions contained in this
567 Declaration shall be deemed to have been abrogated or waived by reason of any
568 failure to enforce the same, irrespective of the number of violations or breaches which
569 may occur.
- 570 (b) The provisions of this Declaration shall be liberally construed to effectuate its purpose
571 of creating a uniform plan for the operation of a condominium.
- 572 (c) In the event title to any Unit Ownership is conveyed to a title holding trust, under
573 terms of which all powers of management, operation and control of the Unit
574 Ownership remain vested in the trust beneficiary or beneficiaries, then the
575 beneficiaries there under from time-to-time shall be responsible for payment of all
576 obligations, liens, or indebtedness, and for the performance of all agreements,
577 covenants and undertakings chargeable or created under this Declaration against
578 such Unit Ownership. No claim shall be made against any such title holding trustee
579 personally for payment of any obligation hereunder created and the trustee shall not
580 be obligated to sequester funds or trust property to apply in whole or in part against
581 such lien or obligation. The amount of such lien or obligation shall continue to be a
582 charge or lien upon Unit Ownership and the beneficiaries of such trust
583 notwithstanding any transfers of the beneficial interest of any such trust or any
584 transfers or title to such Unit Ownership.

Exhibit B

Arbor Meadows Street Map

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4700 Club House

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Guard House

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72 Quads 2 Small Duplex 10 Large Duplex 84 Total Units

EXHIBIT C

Unit Owner, Ownership Percentage of Common Elements

Unit Number	Percent Ownership of the Common Elements
Duplex, Double Car Garage 4724, 4730, 4736, 4742, 4748 4801, 4803, 4842, 4853, 4855	1.492%
Duplex, Single Car Garage 4722 and 4840	1.320%
Quad Units 4702, 4704, 4706, 4708, 4710 4712, 4714, 4716, 1421, 4723 4725, 4727, 4750, 4751, 4752 4753, 4754, 4755, 4756, 4757 4762, 4763, 4764, 4765, 4766, 4767, 4768, 4769, 4770, 4771, 4772, 4773, 4774, 4775, 4776. 4777, 4781, 4782, 4783, 4784, 4785, 4786, 4787, 4788, 4850, 4852, 4854, 4856, 4862, 4863, 4864, 4865, 4866, 4867, 4868, 4969, 4870, 4871, 4872, 4873, 4874, 4875, 4876, 4877, 4882, 4883, 4884, 4885, 4886, 4887, 4888, 4889	1.145%

585 **EXHIBIT D**

586 **BY-LAWS OF**
587 **ARBOR MEADOWS RETIREMENT CONDOMINIUMS**

588
589 **ARTICLE I**

590 **Purposes**

591 The purposes of the Association are as stated in its Certificate of Incorporation. The
592 Association also has such powers as are now or may hereafter be granted by the General
593 Not-For-Profit Corporation ACT of the State of Illinois.

594 **ARTICLE II**

595 **Offices**

596 The Association shall have and continuously maintain in Decatur, Macon County, Illinois, a
597 registered office and a registered agent whose office is identified with such registered
598 office.

599 **ARTICLE III**

600 **Members**

601 **SECTION 1 Classes of Members, Membership and Termination**

602 The Association shall have one class of members. The designation of such class and the
603 new qualifications of the members of such class shall be as follows: each Owner of a Unit
604 shall be a member of the Association. The membership shall terminate upon the sale or
605 other disposition of such member's Unit, at which time the new Unit Owner shall
606 automatically become a member of the Association. No certificates of stock or other
607 certificates evidencing membership shall be issued by the Association.

608 **SECTION 2 Transfer of Membership**

609 Membership in this Association is not transferable or assignable, except only as provided
610 in Article III Section I.

611 **SECTION 3 Rights on Transfer**

612 Upon demand from any member who is in the process of selling a Unit owned by such
613 member, the Association shall furnish such information as is required by the ACT
614 (Condominium Property Act of the State of Illinois).

615 **SECTION 4 Sale of a Unit**

616 In no event may the seller and purchaser both be counted toward a quorum or be
617 permitted to vote for a particular office or be elected to serve on the Board. Proof of
618 ownership will be required. Sale of a Unit shall not relieve or release any such former
619 Owner from any liability or obligation incurred under, or in any way connected with the
620 Association, during the period of such ownership and membership of the Association.

621 Furthermore, such termination shall not impair any rights or remedies that the Board of the
622 Association or others may have against such former owner and member arising out of, or
623 in any way connected with, such ownership and membership and the covenants and
624 obligations incident thereto.

625 **ARTICLE IV**

626 **Meeting of Members**

627 **Section 1 Resident's Meetings**

628 All meetings shall follow the guidelines of Robert's Rules of Order. An Annual meeting of
629 the members shall be held on the second Tuesday of December each year for the purpose
630 of electing directors to the Board and for the transaction of other business as may come
631 before the meeting. A June meeting will be held on the second Tuesday of June and an
632 October meeting will be held on the second Tuesday of October. Any member desiring to
633 purpose changes to the agenda of an Association meeting must do so in writing to the
634 president ten (10) days prior to any such meeting.

635 **Section 2 Place and Time of the Regular Association Meeting**

636 **All** meetings of the Association shall take place at 2:00 p.m. in the Club House on the
637 designated date and specified time.

638 **Section 3 Special Meeting**

639 Special Meetings of the members may be called by the President or by the Board; or by
640 not less than 17 voting members signing a petition to call a special meeting. The
641 Petitioners will present to the Board and distribute to all members the reason for the
642 proposed special meeting with designated date, time, and a copy of signed petition not
643 less than ten (10) days and no more than thirty (30) days before the meeting. All Special
644 Meetings are to be held in the Association Club House.

645 **Section 4 Quorum**

646 A quorum at any meeting of the Association shall be twenty (20) percent of the ownership;
647 interpreted as a minimum of 17 members including acceptable proxy and absentee votes.

648 **Section 5 Voting**

649 There shall be one vote for each Unit. If a Unit is owned by more than one person, the
650 voting rights shall not be divided, but shall be exercised as if the Unit Owners consisted of
651 only one person.

652 At any meeting of members, a Unit Owner is entitled to vote in person, by proxy or by
653 absentee ballot. Members who vote by absentee ballot must sign a form stating that they
654 did receive and voted on an absentee ballot obtained from a Board member. Proxy forms
655 may be obtained from a Board member.

656 **ARTICLE V**

657 **Board of Directors**

658 **Section 1 General Powers**

659 The Board shall be vested with and shall possess all of the rights, powers, options, duties
660 and responsibilities as are provided by the ACT. The Board shall manage the affairs of the
661 Association.

662 **Section 2 Number, Tenure, and Qualifications**

663 The Board shall have a minimum of 5 members and a maximum of 7 members. Directors
664 shall serve without compensation for the entire tenure of their terms. All terms of Directors
665 shall be for a period of two (2) years following election at the annual meeting or by
666 appointment by the presiding Board. If there are no nominees to fill any Board vacancy,
667 the presiding Board members are given privy (right) to fill those vacancies. Directors shall
668 be allowed to serve three consecutive terms and may be reelected after a period of three
669 (3) YEARS. Any Unit Owner of the Association may be a Director of the Association.

670 **Section 3 Election**

671 At the annual meeting of the Unit Owners, the members shall by vote of a plurality of the
672 members present at the meeting, elect a Director to replace each Director whose term has
673 expired.

674 **Section4 Meetings of the Board**

675 The Board will meet a minimum of three (3) times a year. Meetings will usually be the 4th
676 Tuesday of the month. All meetings of the Board, whether regular or special shall be open
677 to all Association members except executive sessions of the Board which are closed to
678 Association members for the following Board actions:

- 679 a. to discuss litigation when an action against or on behalf of the Association has been
680 filed and is pending in a court or administrative tribunal or when the Board finds that
681 such action is probable or imminent.
- 682 b. to discuss violations of the Rules and Regulations of the Association or unpaid
683 assessments owed to the Association.
- 684 c. any issues for Board consideration from a resident must be in writing and submitted
685 10 days prior to the Board meeting.
- 686 d. any Association member may record the proceedings at a meeting open to members,
687 subject to reasonable rules and regulations of the Board.

688
689 **Section 5 Notices**

690 Notice of any special meeting of the Board shall be given at least two (2) days in advance
691 to each Director. Neither the business to be transacted nor the purpose of any meeting
692 need be specified in the notice. Written notice of any meeting of the Board at which the
693 adoption of the proposed annual budget, or any increase or establishment of an
694 assessment is to be considered, shall be given to all Association members not less than
695 ten (10) and not more than thirty (30) days before the meeting.

696 **Section 6 Quorum**

697 A majority of the Board shall constitute a quorum for the transaction of business at any
698 meeting of the Board. If less than a majority of the Directors are present, the meeting may
699 be adjourned by a majority of Directors present. All Board meetings must be chaired by
700 the President or the Vice-President.

701

702 **Section 7 Vacancies**

703 Any vacancy occurring in the Board or any directorship to be filled by reason of an
704 increase in the number of Directors, shall be by the unanimous vote of the Board. In the
705 event of no nominees to fill any full term vacancy for expired terms, the Board will have the
706 privy (right) to fill such vacancies after the adjournment of the annual meeting.

707

708 **Section 8 Removal**

709 Any member of the Board may be removed from office following voting requirements on
710 p.3 of this Constitution at a special Association meeting called for such a purpose.

711

712 **ARTICLE VI**
713 **Officers**

714 **Section 1 Officers**

715 The officers of the Association shall be a President, Vice-President, Treasurer, and
716 Secretary.

717

718 **Sections 2 Election and Term of Office**

719 The officers of the Association shall be elected annually by the Board after the annual
720 meeting from among the members of the Board. Each officer shall hold office until his
721 successor has been duly elected.

722

723 **Section 3 Removal**

724 Any officer of the Board may be removed by a majority vote of the Board.

725

726 **Section 4 President**

727 The President shall be the principal executive officer of the Association and shall:

- 728 a. supervise and control all of the business and affairs of the Association
- 729 b. prepare an agenda for all meetings of the members of the Board presiding according
730 to Robert's Rules of Order
- 731 c. may sign, with any other officer of the Association authorized by the Board, any
732 deeds, mortgages, loans, contracts or other instruments that the Board has
733 authorized to be executed
- 734 d. shall perform all duties incident to the office of the president
- 735 e. and other duties as may be prescribed by the Board.

736 **Section 5 Vice-President**

737 In the absence of the President or in the event of their ability or refusal to act, the Vice-
738 President shall perform the duties of the President, and when so acting shall have all the
739 powers of and be subject to all the restrictions as the President. The Vice-President shall
740 perform such other duties as may be assigned by the President or by the Board.

741 **Section 6 Treasurer**

742 The Treasurer shall have charge and custody of and be responsible for:

- 743 a. all funds and securities of the Association
- 744 b. receive and give receipts for money due and payable to the Association from any
- 745 source and deposit
- 746 c. deposit all such money in the name of the Association in banks, trust companies, or
- 747 other depositories selected in accordance with the provisions of Article VII of these
- 748 By-laws
- 749 d. perform all duties incident to the office of the Treasurer
- 750 e. shall arrange for an outside audit every other year beginning in June of 2023
- 751 f. and other such duties as may be assigned by the President or the Board.

752

753

Treasurer Procedures

754

755 **Daily Duties:**

- 756 1. Pick Up Mail in 4700 Arbor Court Mailbox.
- 757 2. Open and Distribute Mail to Directors.

758

759 **Deposits:**

- 760 1. HOA Fees are automatically deposited in the operating deposit.
- 761 2. Make a deposit for any funds that require a manual deposit. Code with Budget Account
- 762 number.
- 763 3. Keep a copy of the deposit as well as a copy for Accounting Firm.
- 764 4. Check the Bank Statement online for automatic deposits and mark the Monthly HOA
- 765 Receivable Fee sheet for each Resident that has paid.
- 766 5. If for some reason the resident's HOA fee is not paid, contact the resident by phone, if no
- 767 response, send a letter and advise them of the current rules regarding late payment.

768

769 **Paying Invoices:**

- 770 1. Open invoices and stamp with authorization stamp.
- 771 2. Check with the Director in charge of the invoice.
- 772 3. Code the invoice stamp and initial approval from the Director.
- 773 4. Write the check and mark the date and check # on the authorization stamp.
- 774 5. Write the code and invoice number on the bottom of the check stub.
- 775 6. Mail the Check.
- 776 7. File the paid invoice in the Vendor file folder.
- 777 8. Check authorization requires one signature on Operating Bank Account.
- 778 9. Designated Reserve Money Market Transfers require Board approval and 2 officers'
- 779 signatures.

780

781 **Designated Reserve Spending:**

- 782 1. Designated funds cannot be used for anything but the designation: roofs, siding, etc. The
- 783 General Reserve account is reserved for a variety of projects that is needed, such as
- 784 repairs that are unexpected, emergency or planned projects outside the operating budget.

- 785 2. Income should be transferred from the designated fund to the operating fund and posted to
786 the transfer account number. When processing the invoice for the spending, post the
787 expense to the line item in the operating budget.
788

789 **Month End Procedures for Accounting Firm:**

- 790 1. Treasurer will provide copies of the check stubs coded with chart of account.
791 2. Treasurer will provide copies of the bank deposit coded with chart of account.
792 3. Treasurer will provide any data needed to make adjustments or journal entries.
793 4. Treasurer will provide copies of the current month's bank statements.
794

795 **Reports for Disbursement:**

- 796 1. Resident Report is distributed via email with the newsletter and distributed in Resident Box
797 at club house if they do not get email.
798 2. Board Report is distributed in the meeting packet for the next Monthly Board of Managers
799 meeting along with a copy of the Resident Report. The Board Report is the same version
800 as the Resident Report with the exception of all 12 months in the Board Report.
801

802 **Budget Process:**

- 803 1. August- Draft 1 worksheet should have 3 prior actual amounts with an estimated new year.
804 There is an excel worksheet template to use. Ask the Board for input.
805 2. September- Draft 2 should include a proposed HOA fee increase and the formula for how
806 the numbers were arrived. Ask the Board for input.
807 3. October- Draft 3 after all adjustments and a balanced budget is reached, present for
808 approval to the Board. After Board approval, prepare copies for the Fall Budget Meeting
809 for Residents. Present for approval at the Fall Budget Meeting of the Residents, the
810 budget including the new HOA Fee increase. After approved, change Draft 3 to read 3
811 approved budget 202X (New Year).
812

813 **Annual Meeting:**

- 814 1. Prepare HOA Automated Fee deductions form and have 84 copies for the meeting.
815 2. Obtain signatures at the meeting.
816 3. For Residents that did not attend, have members of the board walk the form to the
817 Resident and get signatures. Try to have all signed the Friday after the annual meeting.
818 4. The Treasurer will take the forms to the bank immediately for the Bank to process in time
819 for the January withdrawal. The bank asks for 1 month's lead time.
820

821 **Year End Procedures:**

- 822 1. 12-31-xx Write a check for each budgeted reserve to each designated bank account.
823 2. 1-1-xx Write a check for the balance amount in the operating account to the General
824 Reserve Money Market. The Operating account will start each year with a zero balance.
825 3. Make sure the accounting firm runs the reports with dates January through December to
826 make sure we have all the detail of transactions for the whole year in the December report.

Accounting Firm Service Procedures

827

828

829 **Services to Be Performed by Accounting Firm:**

- 830 1. Tax filings for the organization including income tax 1120H, 1099s, and Secretary of State
- 831 Annual Report.
- 832 2. Preparation of monthly financial statements and resident report and Board Report.

833

834 **Monthly Process Work Flow by Treasurer:**

- 835 1. Cash receipts (HOA fees) are received at the bank through auto deduction of members'
- 836 bank.
- 837 2. Cash receipts manually made by the Treasurer are copied to the Accounting Firm.
- 838 3. Cash disbursements are made by Treasurer and copied to the Accounting Firm.

839

840 **Monthly Process Reports by Accounting Firm:**

841 **All Reports are due to the Treasurer on the 3rd Tuesday of the Month.**

- 842 1. Treasurer will provide copies of the check stubs coded with chart of account.
- 843 2. Treasurer will provide copies of the bank deposit coded with chart of account.
- 844 3. Treasurer will provide any data needed to make adjustments or journal entries.
- 845 4. Treasurer will provide copies of the current month's bank statements.

846

847 **Resident Report & Board Working Report:**

- 848 1. A one-page Excel resident's report with current month, Year to date, Budget and remaining
- 849 budget of the Income, Expenses and Bank Balances (Treasurer will provide Excel file) with
- 850 40 copies for residents and pdf file to Treasurer and Director of Communication.
- 851 2. The one page Excel resident's report above in Tabloid (11" x 17") size with all 12 months.

852

853 **Board Reports (3 copies and pdf file to the Board Treasurer and Director of**

854 **Communication):**

- 855 1. Balance Sheet
- 856 2. Income and Expense with columns for: account name, account number; current month
- 857 & year to date amounts; annual budget and remaining budget
- 858 3. General Ledger
- 859 4. Cash Receipts Journal
- 860 5. Cash disbursements journal (approximately 10-12 checks per month)
- 861 6. Journal entries journal
- 862 7. Check register
- 863 8. Bank Reconciliation
- 864 9. Bank Statement
- 865 10. December, please run January – December for complete detail of General Ledger, Cash
- 866 Receipts, Cash disbursements, Journal Entries and Check Register.

867 **Section 7 Secretary**

868 The Secretary shall:

- 869 a. keep the minutes of all meetings of the Association
- 870 b. see that all notices are given in accordance with the provisions of these By-laws
- 871 or as required by law
- 872 c. be custodian of the corporate records and of the seal of the Association
- 873 d. see that the seal of the Association is affixed to all documents, the execution of
- 874 which on behalf of the Association under its seal is duly authorized in
- 875 accordance with the provisions of these By-laws
- 876 e. supervise pet registration
- 877 f. supervise Newsletter
- 878 g. perform all duties incident to the office of the Secretary
- 879 h. Supervision and distribution of keys
- 880 i. other duties as may be assigned by the President or Board.

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Exhibit E

Volunteer Procedures & Responsibilities

Work Log Files

1. Effective 2023, the Board of Directors will maintain a Work Log File on all units. The purpose of this is to keep track of repairs, permissions, issues and correspondence regarding the unit as a whole. Copies of repair bills, letters, notices and issues will be kept in a file cabinet in the storage room by the Secretary.
2. Work Log Forms will be provided to all volunteers and officers to use.

Responsibilities of Volunteers

1. All officers' duties are responsible for keeping the authorized work within the line-item budget.
2. Board of Directors should be advised of significance expenses.
3. Not to commit to any expenses over budget without the approval of the Board.
4. Report to the Board of Directors any observation of a resident in non-compliance with the Rules and Regulations of Arbor Meadows Retirement Condominiums.

Mowing

1. Solicit bids for service. Present Bids to the Board of Directors for approval and contract acceptance.
2. The mowing day, keeping a log of the dates of work and personnel on site.
3. Reconcile the billing with the Treasurer to the dates and personnel in the work log.

Turf Care

1. Manage the applications of fertilizer, ensuring the grounds are marked for any hazardous chemical applied.
2. Log the date, personnel and chemicals.
3. Reconcile the billing with the Treasurer to the dates and personnel in the work log.

Pond Care

1. Manage the application of chemical treatment for the pond.
2. Observe any issues of growing fungus, riff-raft conditions and other such problem conditions. Contact the pond contractor.
3. Log all applications and personnel.
4. Reconcile the billing to the work log. Receive the report of condition. One copy to the Treasurer to process billing and one copy for the Pond File.

Buildings, Gutters and Dryer Vents

1. Inspect and receive resident reports of issues with siding, doors, roofs and gutters.
2. Prepare a work log for the unit and determine who would perform the repair.
3. Contact the repair person, log the repair, and process the billing.
4. Supervise gutter fall and spring cleaning.
5. Send copies of the unit logged repair charges, if any, to the treasurer for payment and filing in the unit log.
6. Bi-annual Dryer Vent cleaning (odd years). Supervise obtaining bids and a contractor. Organize residents and units that are in need and dates to complete.
Communications has Vent Form with end units and phone numbers available.

Concrete, Streets, Driveways and Sidewalks

1. Inspect and receive resident reports regarding breaks and cracks of units.
2. Keep a log on issues and present to the Concrete Contractor. Receive a quote on repairs and determine the budget and projects that can be completed.
3. Present the bids and the projects that meet the budget to the Board of Directors.
4. Manage the projects and process the invoices.
5. Prepare a work log for the units and submit the approved invoice and unit work log.

937 **Exhibit E**
938 **Volunteer Procedures & Responsibilities Continued**

939
940 **Street Lighting**

- 941 1. Inspect and supervise repairs of lighting and poles around the streets.
942 2. Paint poles as needed.
943 3. Replace bulbs as needed on poles in common areas.
944 4. Process and approve repair invoice.

945
946 **Handyman**

- 947 1. Supervise a part time worker for small jobs of the units and common grounds the HOA is responsible for.
948 2. Direct Residents to Exhibit E if the repair is the Resident's responsibility.
949 3. Prepare a log order, approve the invoice and submit it to the treasurer for payment.

950
951 **Pet Registrations**

- 952 1. Check New Resident's Emergency sheet for pet.
953 2. Contact Resident discussing Rules and Regulations concerning pets.
954 3. Keep records and remind residents of rabies vaccine updates.
955 4. Report to Board on existence of pet.

956
957 **Irrigation**

- 958 1. Present projected irrigation budget to the Board of Directors.
959 2. Contact Irrigation Contractor in early spring to inspect system and determine turn-on
960 date (May 1st).
961 3. Turn the system on and off, determined by weather and cost.
962 4. Continually check during season with Treasurer concerning cost.
963 5. Supervise any repairs needed.
964 6. Supervise turn-off date and winterizing (approximately Nov 1).

965
966 **Club House**

- 967 1. Responsible for hiring a cleaning person for twice a month that will perform the duties outlined by the
968 Board of Directors.
969 2. Storage room should always be kept secure.
970 3. Relay notice of events and issues to newsletter publisher for announcements.
971 4. Keep a calendar of resident reservations and dates of upcoming dates the Club
972 House is not available.
973 5. Update the community bulletin board monthly.
974 6. Report violations of the Club House Rules to the Board of Directors.

975
976 **Luncheons**

- 977 1. Plan resident menus for luncheons on the 2nd Thursday of the month.
978 2. Form a committee to help with the luncheons.
979 3. Supervise calling the residents for reservations and collecting funds.
980 4. Supervise decorations for luncheons and other events held in the Club House.
981 5. Supervise informing the caterer of numbers for meals.
982 6. Give any excess funds from the dinners to the Treasurer for a deposit.

983
984 **Insurance**

- 985 1. Each resident is responsible for providing proof of insurance for their unit.
986 2. Collect signed forms giving permission for Arbor Meadows to receive renewal or cancellation notices.
987 Forward signed copies to the resident's agency.
988 3. Send notices to residents when renewals are not received.
989 4. Keep a file of all units, dates of renewal, insurance agent, amounts of insurance
990 including \$10,000 loss assessment. Use the AMC forms prepared for this duty.

Exhibit E

Volunteer Procedures & Responsibilities Continued

- 991
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- 994 **Mailboxes**
- 995 1. Supervise repair of boxes that have been damaged, and bill residents or guests who are responsible for
- 996 the damage.
- 997 2. Replace numbers that have become unreadable.
- 998 3. Supervise painting boxes and poles as needed.
- 999
- 1000 **Shrubs and Trees**
- 1001 1. The goal is to maintain the landscaping to its origin low maintenance and a green year-round design.
- 1002 2. Prepare a work log for items that need trimmed, cut down or replaced.
- 1003 3. Choose contractors that are available, and costs are within the annual budget.
- 1004 4. Prepare a plan including costs to present to the Board of Directors for approval.
- 1005 5. Leave an amount in the budget for emergencies that may happen.
- 1006 6. After approval, supervise the contractors to complete the annual plan. If the plan spans over multi years,
- 1007 keep notes and invoices for a history of the plan in the Individual Work Log Files.
- 1008 7. Supervise the needs for weeding, floral replacements and monitoring resident adding items to the
- 1009 landscaping. Report violations to the Board of Directors.
- 1010
- 1011 **New Resident Interview Setup**
- 1012 1. IN TREASURER'S PROCEDURES
- 1013
- 1014 **Snow Removal**
- 1015 1. Secure bids for snow removal and present them to the Board of Directors for approval.
- 1016 2. Remove snow from streets when accumulation is over 2". Relay to Snow Removal
- 1017 Contractor when to come and the time the project needs to be completed.
- 1018 3. Make the decision when sidewalks and drives need to be done and contact
- 1019 Contractor and Residents.
- 1020 4. Keep a work log of dates and time of service. Reconcile bill with Treasurer.
- 1021 5. Offer Ice Melt to residents by putting a supply in the club house.
- 1022
- 1023 **Newsletter**
- 1024 1. Monthly produce a newsletter of activities, contacts and items of interest.
- 1025 2. Send by email or place in boxes at the club house, depending on resident wishes.
- 1026 3. Send periodic memos to Residents via email.
- 1027 4. Keep 2 copies of each newsletter in a notebook for archives in storage room.
- 1028
- 1029 **Resident List**
- 1030 1. Secretary will provide an Emergency Contact Sheet of each new Resident.
- 1031 2. Update the unit information in the Excel file.
- 1032 3. Publish the list each quarter, using a different color each quarter.
- 1033 4. 1st March Pastel Pink; 2nd June Pastel Green; 3rd September Pastel Blue; 4th December Pastel Yellow
- 1034 5. Publish the list in alpha order and on the back of page unit numerical order.
- 1035 6. Publish the street map and work responsibilities on a second sheet.
- 1036
- 1037 **Web Page**
- 1038 1. Keep web page updated on the Go Daddy software.
- 1039 2. Post all forms for Arbor Meadows.
- 1040 3. Maintain a wait list for persons who have interest in units for sale.
- 1041 4. Update pictures to keep web page current and interesting.

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Exhibit E Volunteer Procedures & Responsibilities Continued

Constitution

1. Keep track of Board Requests for line-item revisions that need to be addressed.
2. Advise Board when there are amendments that need to be made.
3. Review the Constitution with the Board of Directors every 5 years and advise the Board when a revision is needed.
4. Work with a Committee of at least 4 members from the Board of Directors and Friends of the Board.

Archives Electronic Data

1. The standard software for Arbor Meadows electronic data is Microsoft. Some records are kept on volunteer computers. At the end of each physical year or volunteer resignation, the Archivist will obtain a Flash drive back up of files, forms, data, reports and correspondence used by the volunteer. The drives will be marked with the contents and stored in the fireproof file in the storage room.

Archives Work Logs

1. The purpose of the work logs is to keep a record and history of repairs, upgrades, correspondence and issues by unit. The unit files will be the responsibility of the Secretary and stored in the files in the storage room.
2. Volunteers will keep work order logs documenting work orders for repairs. At the completion of the work, the original copy will be filed in the Resident Work File.

Archives Keys

1. Keys are kept by the Secretary in the fireproof file in the storage room. A current list of all keys and who has the keys will be maintained. Starting in 2023 the keys will be stamped with a number and the words "Do Not Duplicate" The Board of Directors will approve all keys to volunteers and will be informed when the key is returned at the end of their term. The Secretary will update the Key Form annually.
2. All residents will be entitled to a key to the Club House door.
3. A Loaner Key may be issued to a contractor who may need access temporarily. The Key must be returned to the Secretary or Treasurer before payment of the invoice is made. The Key will be stamped Loaner and DO NOT DUPLICATE.
4. Please see Exhibit G for the sample worksheet of Keys Inventory.

1075 **ARTICLE VII**

1076 **Contracts, Checks, Deposits, and Funds**

1077 **Section1- Contracts**

1078 The Board may authorize any officer, or officers, agent, or agents of the Association, to
1079 enter into any contract or execute and deliver any instrument in the name of and on behalf
1080 of the Association, and such authority may be general or confined to specific instances.

1081 **Section 2- Checks, Drafts and etc.**

1082 All checks, drafts, or other orders for payment of money, notes, or other evidence of
1083 indebtedness issued in the name of the Association shall be signed by such officer,
1084 officers, agent, or agents of the Association and in such manner as shall be determined by
1085 resolution of the Board. In the absence of such determination by the Board, such
1086 instruments shall be signed by the Treasurer and countersigned by the President of the
1087 Association.

1088 **Section 3- Deposits**

1089 All funds of the Association shall be deposited to the credit of the Association in banks,
1090 trust companies, or other depositories as the Board may select.

1091 **Section 4- Gifts**

1092 The Board may accept or refuse on behalf of the Association any contribution, gift,
1093 bequest, or device for the general purpose or for any special purpose of the Association.

1094
1095 **ARTICLE VIII**

1096 **Books and Records**

1097 **Section 1- Maintaining Books and Records**

1098 The Association shall keep correct and complete books and records of account and shall
1099 also keep minutes of the proceedings of all meetings of the Association.

1100 **Section 2- Availability for Examination**

1101 The Association shall maintain the following records and make such records available for
1102 examination and copying at convenient hours of weekdays by the Unit Owner, insurers
1103 and guarantors of first mortgages that are secured by the Units, and their authorized agent
1104 or attorney:

- 1105 a. copies of the recorded Declaration, By-laws, and other condominium instruments,
1106 other duly recorded covenants and By-laws, and any Amendments, Articles of
1107 Incorporation of the Association, and any Rules and Regulations adopted by the
1108 Association or Board.
- 1109 b. detailed accurate records of the receipts and expenditures affecting the common
1110 properties, specifying and itemizing the maintenance and repair expenses of the
1111 common properties and any other expenses incurred, and copies of all contracts,
1112 leases, or other agreements entered into by the Association.

- 1113 c. the minutes of all meetings of the Association and the Board shall be maintained
1114 permanently.
- 1115 d. ballots, absentee ballots and proxy agreements, shall be maintained for a period not
1116 less than one year.
- 1117 e. such other records of the Association are available for inspection by the members of
1118 a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act of
1119 2022 of the State of Illinois, as amended. A reasonable fee covering the direct out-of-
1120 pocket cost of providing such information and copying may be charged by the
1121 Association or the Board.

1122
1123 **ARTICLE IX**
1124 **Fiscal Year**

1125 The fiscal year of the Association shall begin on the first day of January and end on the
1126 last day of December.

1127 **ARTICLE X**
1128 **Seal**

1129 The Board of Directors shall provide a corporate seal, which shall be in the form of a circle
1130 and shall have inscribed thereon the name of the Association and the words: "Corporate
1131 Seal, Illinois."

1132 **ARTICLE XI**
1133 **Waiver of Notice**

1134 Whenever any notice whatever is required to be given under the provisions of the General
1135 Not-For-Profit Act of Illinois or under the provisions of the Articles of Incorporation, or By-
1136 laws of the Association, or Declaration, a waiver thereof in writing signed by the person or
1137 persons entitled to such notice, whether before or after the time stated therein, shall be
1138 deemed equivalent to the giving of such notice.

1139
1140 **ARTICLE XII**
1141 **Amendments to By-laws**

1142 These By-laws may be altered, amended, or repealed and the new By-laws adopted by the
1143 affirmative vote of 20% of all members at a regular meeting or at any special meeting. Any
1144 amendment of these By-laws shall be effective when recorded in the Office of the
1145 Recorder of Deeds of Macon County, Illinois. The President of the Board is hereby
1146 designated to execute any amendments to the condominium instruments.

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1148

ARTICLE XIII
Liability and Indemnity

1149 The members of the Board thereof shall not be liable to the members, as members or
1150 owners, for any acts or omissions made in good faith as such members of the Board. The
1151 members shall indemnify and hold harmless each of the directors against all contractual
1152 liability to others arising out of contracts made by such members or officers on behalf of
1153 the owners or the Association, unless such contract shall have been made in bad faith or
1154 contrary to the provisions of these By-laws or the Declaration.

1155 Every director and every officer of the Association shall be indemnified by the
1156 Association against all expenses and liabilities, including counsel fees reasonably incurred
1157 by or imposed on him in connection with any proceeding to which he may be a party, or in
1158 which he may become involved, by reason of his being or having been a director of the
1159 Association, or any settlement thereof, whether or not he is a director at the time such
1160 expenses incurred, except in such cases in which the director or officer is adjudged guilty
1161 of willful misfeasance or malfeasance in the performance of their duties; provided that in
1162 the event of a settlement the indemnification herein shall apply only when the Board
1163 approves such settlement and reimbursement as being for the best interests of the
1164 Association. The foregoing right to indemnification shall be in addition to and not exclusive
1165 of all rights to which such director may be entitled.

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ARTICLE XIV
By-laws

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1170 Nothing herein contained above shall in any way be construed as altering, amending, or
1171 modifying the Declaration. The Declaration and these By-laws shall always be construed
1172 to further the harmonious, beneficial, cooperative, and proper use and conduct of the
1173 Association. If there is any inconsistency or conflict between these By-laws and the
1174 previously mentioned Declaration, the provisions of the Declaration, based upon the ACT,
1175 shall take control. All words and terms herein that are also used in the Declaration shall
1176 have the same meaning.

1177 The term "Declaration" wherever used herein means the Declaration of the
1178 Condominium Ownership, Arbor Meadows Retirement Condominiums.

Exhibit F
Maintenance Responsibilities

	ITEM	HOA	OWNER	COMMENTS
1	Address Signs Numbers	HOA		
2	Air Conditioner		Owner	
3	Driveways	HOA		Except for Owner Damage
4	Electrical-Door Bell Interior		Owner	Except For Exterior Button
5	Electrical-Interior Outlets		Owner	
6	Electrical-Exterior Outlets	HOA		
7	Electrical-Exterior Fixtures	HOA		
8	Electrical-Switches Interior		Owner	
9	Exterior Doors-Knobs, Locks, & Light Bulbs		Owner	
10	Exterior Doors-Jams	HOA		
11	Exterior Doors-Outside Surface	HOA		
12	Exterior Doors-Painting	HOA		
13	Exterior Doors-Threshold	HOA		
14	Exterior Doors-Weather Stripping		Owner	
15	Exterior Doors-Storm Door		Owner	Requires Prior Approval by HOA
16	Extermination-Exterior	HOA		
17	Extermination-Interior		Owner	
18	Extermination-Termites		Owner	
19	Floors-Interior		Owner	
20	Furnace		Owner	
21	Garage-Door		Owner	
22	Garage-Drywall & Improvements		Owner	
23	Garage-Floor		Owner	
24	Garage-Openers		Owner	
25	Garage-Exterior Fixtures	HOA		
26	Other Exterior Light Bulbs		Owner	Dawn/dusk bulb, garage only
27	Gutters and Downspouts	HOA		
28	Landscaping-Back Yard		Owner	Requires Prior Approval by HOA
28	Landscaping-Common Elements	HOA		
29	Landscaping-Driveway	HOA		
30	Landscaping-Front & Side Yards	HOA		
31	Landscaping-Limited Commons		Owner	
32	Landscaping-Tree Replacement	HOA		Arborvitaes in Front

Exhibit F
Maintenance Responsibilities Continued

ITEM	HOA	OWNER	COMMENTS
33	Lawn Care-Mowing	HOA	
34	Lawn Care-Trimming, Edging & Sweeping	HOA	Front, Back and Side Yard
35	Lawn Care-Shrub and Tree Trimming	HOA	
36	Lawn Care-Turf Care	HOA	
37	Lawn Sprinklers	HOA	
38	Leaks of Gutters and Roofs	HOA	
39	Mailboxes and Posts	HOA	
40	Painting-Exterior Surfaces	HOA	
41	Patio-Floor	HOA	Except Owner Neglect
42	Patio-Awnings & Sunrooms & Pergola		Owner Requires Prior Approval
43	Plumbing-Disposal		Owner
44	Plumbing-Interior Clogging		Owner
45	Plumbing-Faucets Interior		Owner
46	Plumbing-Outside Spigot		Owner
47	Plumbing-Sewer Backup	HOA	Unless attributed to owner
48	Plumbing-Toilets		Owner
49	Plumbing-Underground Pipes	HOA	
50	Roofs	HOA	
51	Security Motion Lights		Owner Requires Prior Approval
52	Security Video Doorbell Devices (Ring)		Owner Requires Prior Approval
53	Sidewalks	HOA	
54	Smoke Detectors		Owner
55	Snow Removal Over 2"	HOA	Drives, Sidewalks & Streets
56	Vents-Clothes Dryer		Owner Except Exterior Cover
57	Vents-Roof	HOA	
58	Walls-Interior, Cracks, Settling & Popping		Owner
59	Walls-Drywall Repair		Owner Except caused by roof leak
60	Water Heater		Owner
61	Windows-Broken Pane		Owner
62	Windows-Caulking		Owner Exterior By HOA
63	Windows-Frame		Owner Exterior By HOA
64	Windows-Glass and Seal		Owner
65	Windows-Locks and Handle		Owner
66	Windows-Screen & Storms		Owner
67	Windows-Sills & Interior		Owner

1179 **ARBOR MEADOWS RETIREMENT CONDOMINIUMS**
1180 **RULES AND REGULATIONS**

1181 **Revision June 2023**

1182 **Rules and Regulations refer to lines 14-15 of the Declaration.**

- 1183 1. Monthly fees must be paid by auto-bank debit, or annually on January 1st. If for any
1184 reason this fee is unpaid by the 10th of the month, there will be an assessment of
1185 \$30 per day and 10% interest on the balance.
- 1186 2. Unit Owners shall not install or cause to be installed electrical wiring, other wiring, or
1187 any item which protrudes through the wall, roof, or windows without prior permission
1188 from the Board.
- 1189 3. Sidewalk lights (white only) are permitted but should be limited to no more than 24
1190 inches in height. The lights should be attractive and limited in number and
1191 brightness so that they are not offensive to the neighbors.
- 1192 4. Estate and moving sales may only be held inside of the Unit; yard signs are placed
1193 in rocks only.
- 1194 5. Garbage containers and recyclable bins with attached lids shall be kept inside the
1195 Unit until the morning of the scheduled pick-up. Only **BLUE** recyclable bins provided
1196 by the City of Decatur are acceptable.
- 1197 6. Storm doors may be added or replaced, however, the doors shall be white in color
1198 and of a style consistent with the storm doors installed in the original Units.
- 1199 7. Window treatments on the inside of the Units should have a white, off-white or beige
1200 color lining visible from the street.
- 1201 8. The Board requests that residential comments be written, signed, dated, and
1202 submitted to the Board at 4700 Arbor Court.
- 1203 9. Subject to Decatur City Ordinance (No 2208-17) all dogs and cats entering Arbor
1204 Meadows Retirement Condominiums must be registered and vaccinated. A new
1205 annual copy of this registration is to be submitted to the Board Secretary for any
1206 animal kept more than one week in the Unit. Proof of vaccination from another city
1207 will be accepted for one year from the date of injection. All pets are restricted to 30
1208 pounds. All pets must be kept on a leash when outside the Unit. All animal feces
1209 must be collected immediately by the owner. A fine of \$50 dollars for each and
1210 every occurrence will be levied against any Unit in violation of this rule. Any pet
1211 causing or creating a nuisance, unreasonable disturbance or in violation of the City
1212 of Decatur Registration Ordinance shall be permanently removed from the property
1213 upon a three (3) day written notice from the Board.
- 1214 10. Door delivery of regular mail may be requested from the Post Office; when
1215 approved the **Board** will install the appropriate mailbox. All costs of purchase,
1216 installation and maintenance of the mailbox are the responsibility of the resident.
- 1217 11. It is the responsibility of the Unit Owner to keep the sides of the Unit and the patio
1218 area orderly, clean and neat. Refer to Exhibit G.

Exhibit G

Need to Know

Item	
1	Design and care of landscaping in all areas is the responsibility of the HOA Board. Any changes to landscaping must be approved by the HOA Board. The goal includes Green Year Around, Easy Maintenance, Timely Trims and upkeep.
2	HOA will maintain all landscaping in the Front and Side yard
3	HOA approval is needed for adding plants or items to be placed in beds between front doors
4	Plants and other items are not to be placed in the beds between driveways
5	Residents are responsible for back yard landscaping with prior HOA approval
6	All landscaping rocks must be the exact color and size as used throughout the subdivision
7	Items are not to be hung on the brick, wood, gutters, privacy fences or fascia of Units
8	Place all items inside rock and landscaping beds so as not to interfere with lawn care
9	Decorative items are not to be attached to mailboxes or privacy fences
10	Feeding of wild animals is prohibited except for birds
11	All grills are to be stored on the back (Duplexes back or side) patio or in garage when not in use

Approved Yard Items in Specific Areas

Item	Yard Item	Front Yard	Side Yard	Back Yard
12	Bird Bath	0	0	1
13	Bird Feeder (seed)	0	0	1
14	Shepherd's Hook Free Standing Holding Flower Pots/Hummingbird feeders	1	1	3
15	Decorative Rock Up to 12" H x 18" W Inside Plant Beds	1	1	1
16	Decorative Wreath on Door	1	1	1
17	Garden Flag	1	1	3
18	Gazing Ball Maximum Size 36" H x 20" W	1	1	1
19	For Sale Sign for Condo or Estate Sale in Rocks	1	0	0
20	Statuaries, Lawn Ornaments or Urns Maximum Size 48" H x 22" W	1	3	6
21	Pots Neutral Colors Only Maxi Size 36" H x 22" W	3	3	3
22	Container Gardening for Vegetables or Herbs	0	1	3
23	Trellis Free Standing Max 72" H Rocks or Beds Attached to Nothing	0	0	1
24	USA Flag Only Holder Above Address Plate, Only attached by HOA	1	0	0
25	Urn, Pot or Ornament at Front Door Max 48" H x 22" W	1	0	0
Total Maximum Items Per Area		6	8	12

Exhibit H
Approved Volunteer Key Holders
Sample Annual Key Inventory

Line	Position	Name	Storage Room Key #	Gate House Key #	Irrigation Key #	Files Key #	Date Out	Date Returned
1	President		YES-	YES-				
2	Vice President		YES-	YES-				
3	Secretary		YES-	YES-		YES-		
4	Treasurer		YES-			YES-		
5	Loaner			YES-				
6	Building		YES-	YES-				
7	Clubhouse Chair		YES-					
8	Clubhouse Cleaning		YES-					
9	Communications		YES-					
10	Handyman		YES-					
11	Irrigation				YES-			
12	Snow Removal			YES-				
13	Turf & Mowing			YES-				
14	Set of Master	Fireproof Cabinet	M	M	M	M		
	<u>Need to Know</u>							
1	Keys will be stamped with Do Not Duplicate							
2	Keys will be stamped with a number							
3	Loaner key may be issued for a temporary situation. Secretary will determine time							
4	Please keep the keys on the stretchy key ring provided							
5	Under no circumstances may a key be kept after the volunteer's position is up							
6	Secretary will keep the master keys in the fireproof cabinet							
7	The Key Inventory Excel Worksheet will be held and updated by the Secretary							

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CLUB HOUSE RULES

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1. Contact the Club House chairperson/event chairperson to schedule an event, or to invite a guest for the monthly dinner. Guests are welcome to regularly scheduled events. Please contact the chairperson to check on available space.

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2. To request a personal special event residents must complete a request form and return it to the chairperson with a \$60.00 cash deposit, a receipt will be given. If the Club House is in good condition following the event \$40.00 will be returned. The resident/Owner making the request must be present at the event. All such events are limited to 35 people. The resident/Owner is responsible for any damage, any bodily injury to guests, and for the clean-up including removal of all garbage. Events will be scheduled on a first-request basis. The chairperson reserves the right to cancel an event in case of bad weather. The resident is responsible for enforcing all no parking restrictions; additional parking is available on the west end of the condo property. Any outside activities are limited to the west field. Resident Owners will furnish all food, drinks, and paper products. No alcoholic beverages are allowed. Events should be scheduled between the hours of 9 AM and 9 PM. Remember to be considerate of your neighbors and to observe these rules.

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3. Bereavement gatherings for residents shall take precedence over other Club House functions. A \$60 deposit is to be made in advance to cover cleaning costs; if the facilities are cleaned by the family this deposit will be returned. Contact person is the chairperson.

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4. Only a Board member or the Club House chairperson may post notices on the bulletin board.

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Approved June 13, 2023

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