

**BY-LAWS OF
SILVER LAKE HOMEOWNERS ASSOCIATION
AN ILLINOIS NOT FOR PROFIT CORPORATION**

ARTICLE I

GENERAL PLAN

Section 1. Name. The name of the Corporation is SILVER LAKE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the residential development known as SILVER LAKE VILLAS ("Property"), located in Cook County, Illinois, and described as the "Property" in these By-Laws and in the Declaration of Covenants, Restrictions and Easements ("Declaration") dated October 16, 1987 and recorded on October 27, 1987 in Cook County as Document Number 87579420, and all amendments thereto.

Section 3. Personal Application. All present and future owners and their tenants, future tenants, guests and invitees that might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws and in the Declaration.

The mere acquisition, rental or occupancy of any Unit in the Project signify that these By-Laws are accepted, ratified, and will be complied with.

Terms used herein shall have the meanings ascribed to them in the Declaration, unless the context indicates otherwise.

ARTICLE II

MEMBERSHIP, VOTING RIGHTS, QUORUM, PROXIES

Section 1. Membership in the Association Shall be Limited to Owners. Each unit owner, or owners, if there be more than one per unit, shall be a member of the Association. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee as provided in the Declaration.

Section 2. Voting Rights. The Association shall have one class of voting Membership. Occupancy of a Unit based on a lease, contract, or articles of agreement for deed, shall not constitute ownership.

There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners. Such voting members shall be the unit owner or one (designated by majority agreement) of the group composed of the multiple owners of a unit ownership. There is majority agreement if any one of the multiple owners cast the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit. Unit owner(s) may designate a person who may act on such unit owner's(s') behalf by proxy designation. such designations shall be made in writing to the Board and signed by the person entitled to vote and shall be revocable at any time by actual notice to the Board of the death or judicially



declared incompetence of any designator, or by written notice to the Board by the unit owner or unit owners. A proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy, and every proxy must bear the date of execution. Any or all unit owners of a unit ownership, and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the unit ownership may vote or take any other action as a voting member either in person or by proxy, provided, however, if only one of the multiple owners of a unit is present at a meeting of the Association, he is entitled to cast the vote allocated to that unit. Fractional votes shall not be allowed, and the vote for each unit shall be exercised, if at all, as a unit.

The total number of votes of all voting members shall be 100, and each unit owner or group of unit owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his or their unit ownership as set forth in Exhibit "A".

All agreements and determinations lawfully made by the Association in accordance with the voting rights established herein, or in the Declaration, shall be deemed to be binding on all owners, their successors and assigns.

Section 3. Act of the Members. A majority of the voting members present in person or by proxy at a duly constituted meeting at which a quorum is present shall decide any questions unless the Declaration, By-Laws or Articles provide otherwise, in which event the voting percentage required in the said Declaration, By-Laws or Articles shall control.

Section 4. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum. If, however, such quorum shall not be present, the voting members so present may adjourn the meeting to a time within fifteen (15) days thereof at a place to be announced at the meeting by the person adjourning same and a notice of such new meeting ("New Meeting") shall be posted upon the Common Areas at least forty-eight (48) hours in advance of the meeting. The meeting shall continue to be adjourned in this manner until a quorum shall be present. Notwithstanding anything contained herein to the contrary, at such new meeting(s), if additional meetings are necessary in order to obtain a quorum, the presence in person or representation by written proxy of the members holding at least one-third (1/3) of the members' total votes shall constitute a quorum at such new meeting(s); it being intended that in the event a majority quorum is not obtained at any meeting of the members, the quorum requirement shall be reduced for the purposes of obtaining a quorum at the new meeting(s). At such new meeting(s), if necessary, at which a quorum (at least one-third (1/3) of the members' total votes present in person or represented by proxy) exists, any business may be transacted which might have been transacted at the meeting originally called.

Section 5. Vote Distribution. Where the requisite approval by the unit owners for any action to be taken is not specified on a percentage basis, the members shall be entitled to one (1) vote for each unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit ("co-owner"), all such co-owners shall be members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Unit shall be exercised as the majority of the co-owners of the Unit mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Unit where the majority of the co-owners cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of ownership. Said voting rights shall be subject to the restrictions and limitations provided in the Declaration, the Articles and these By-Laws. If a Unit is



owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association.

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 1. Place. Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting.

Section 2. Notices. Notices of meetings required to be given herein may be delivered either personally or by mail to the person entitled to vote thereafter addressed to each person at the address given by him to the Board for the purpose of service of such notice, or to the unit of the unit owner with respect to which such voting right appertains, if no address has been given to the Board.

Section 3. Annual Meeting. The Annual Meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members shall be held on the first-Tuesday of February at 7:30 p.m. or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to voting members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The Secretary shall therein notify the membership of the proposed slate of Directors. At the annual meeting, the Members shall elect by plurality vote (cumulative voting prohibited), its Board of directors and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board, or at the request in writing of voting Members representing twenty (20%) percent of the Members' total votes, which request shall state the purpose or purposes of the proposed meeting. Written notice delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting shall state the date, time, and place of the meeting and matters to be considered. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent; Unanimous action. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if Members holding not less than three-fourths (3/4ths) of the voting power of the Association shall consent in writing to such action being taken; however, notice of such action shall be given to all Members unless all Members approve writing of such action.

Section 6. Adjourned Meeting. If any meeting of Members cannot be organized because a quorum of voting Members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present, as provided hereinabove.

Section 7. Miscellaneous. No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; or the purchase or sale of land or of units on behalf of all unit owners shall be effected



unless there is an affirmative vote of two-thirds (2/3) of the votes of unit owners, at a special meeting duly called for that purpose.

ARTICLE IV

DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board composed of five (5) persons. Two-thirds (2/3) of the voting members may increase or decrease such number of directors from time to time but in no event shall the Board consist of less than three (3) nor more than seven (7) persons. An officer of a corporate owner shall be deemed to be a member so as to qualify as a Director herein, provided such person(s) resides on the property. Directors shall have staggered terms of two (2) years each. The term of each director's service elected by the Membership shall extend two (2) years to the next following Annual Meeting of the members, and until his successor is duly elected and qualified, or until he is removed in the manner provided below. A board member may be re-elected at the expiration of his term. All directors shall be members and co-owners may not serve together on the Board of Directors.

Section 2. Removal of Directors. Any one or more of the Directors may be removed from office, with or without cause, by the affirmative vote of two-thirds (2/3) of the voting members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board may fill the vacancy in the manner provided below. A special meeting of the members to remove a Director or Directors shall be called as required for a special meeting of members and the notice shall state the purpose of the meeting.

Section 3. Vacancies. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office (unless such office is then and there filled by a vote of the membership) or otherwise, two-thirds (2/3) of the remaining Directors shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred.

Section 4. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the secretary. unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. commencing with the organizational meeting of a Board newly elected by the Membership following an annual meeting of the members, more than three (3) consecutive absences from regular meetings of the Board, shall automatically constitute a resignation effective when such resignation is accepted by the Board. The transfer of title of all Unit(s) owned by a Director elected by the members shall automatically constitute a resignation, effective when such resignation is accepted by the Board. No member shall continue to serve on the Board if he is more than thirty (30) days delinquent in the Payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board. All Directors must reside in the Project at least nine (9) months a year.

Section 5. Regular Meetings. The Board shall meet at least four (4) times annually, at least once each quarter, and at such other times as the Board deems necessary. Meetings of the Board of Directors shall be open to any unit owner, except for the portion of any meeting held



- (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent,
- (ii) to consider information regarding appointment, employment or dismissal of an employee, or
- (iii) to discuss violations of rules and regulations of the Association or a unit owner's unpaid share of common expenses;

that any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner; that any unit owner may record the proceedings at meetings required to be open by this Act by tape, film or other means; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings; that notice of such meetings shall be mailed or delivered at least five (5) days prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Declaration, bylaws, other condominium instrument, or provision of law other than this subsection before the meeting is convened; and that copies of notices of meetings of the Board of Directors shall be posted in entranceways, elevators, or other conspicuous places at least five (5) days prior to the meeting of the Board of Directors except where there is no common entranceway for seven (7) or more units, the Board of Directors may designate one or more locations in the proximity of these units where the notice of meetings shall be posted.

Section 6. Special Meetings. Special meetings of the Board may be called by the President and, in his absence, by the Vice-President or by a majority of the members of the Board by giving five (5) days' notice in writing to all of the members of the Board of the time and place of said meeting, except in the case of an emergency. All notices of special meetings shall state the purpose of the meeting.

Section 7. Directors' Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof except when said Director attends solely for the purpose of objecting to improper notice. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at such meetings at which a quorum is present shall be the act of the Board. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

Section 9. Compensation; Reimbursement. The Board may authorize reasonable compensation for the attendance of meetings by directors and may authorize the reimbursement of reasonable expenses incurred in attending such meetings.

Section 10. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration and these By-Laws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to, the following:



(a) To select, appoint, and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles, the Declaration and these By-Laws; to fix their compensation and to require from them security for faithful service when deemed admissible by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations which are consistent with law, the Articles, the Declaration and these By-Laws.

(c) To change the principal business office of the Association from one location to another within Cook County; to designate any place within said County for holding any annual or special meeting or meetings of Members consistent with the provisions of Article III hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages pledges, hypothecation or other evidences of debt and securities therefor.

(e) To fix and levy from time to time Common Assessments, Special Assessments, and Reconstruction Assessments upon the owners, as provided in the Declaration; to fix and levy from time to time in any fiscal year Capital Improvements Assessments applicable to that year only for capital improvements; to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and of taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Association, or, for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations performed any of the purposes of the Association for the general benefit and welfare of its Members, in accordance with the provisions of the Declaration. The Board is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interests of the Association or welfare of its Members.

The funds collected by the Board from the Owners, attributable for replacement reserves, for maintenance, recurring less frequently than annually, and for capital improvements, shall not be commingled with other assessments collected from the owners. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Declaration. Such Common Assessments, Reconstruction Assessments, Special Assessments and Capital Improvement Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion is authorized to enforce the payment of such delinquent assessments as provided in the Declaration.

(f) To enforce the provisions of the Declaration covering the Properties, these By-Laws or other agreements of the Association.



(g) To contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, liquor liability and other insurance, insuring the owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses or persons injured on the Common Properties, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(h) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Properties and to employ personnel necessary for the operation of the Common Properties, including legal and accounting services, and to contract for and pay for improvements to Common Properties.

(i) To Contract for the management of the Common Properties and to delegate to such contractor such powers and duties of the Board as the Board may deem appropriate in the circumstances; except those which may be required by the Declaration and these By-Laws to have approval of the Board or of the owners; to contract for the management or operation of portions of the Common Properties susceptible to separate concessions for the purpose of providing services to the Owners. The Board shall not interfere with the management obligations imposed upon any Management Company unless the Company providing management fails to properly fulfill and carry out its obligations in a manner that serves the best interests of the owners.

(j) To delegate its powers according to law and to adopt these By-Laws.

(k) To grant easements where necessary for utilities and sewer facilities over the Common Properties to serve the Project.

(l) To adopt such Rules and Regulations as the Board may deem necessary for the management of the Common Properties, which Rules and Regulations shall become effective and binding after (1) a meeting of unit owners called for the purpose of discussing the proposed rules and regulations, notice of which contains the text of the rules and regulations; (2) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of directors attached to a copy of the Rules and Regulations of the Association; and (3) they are thereafter posted in a conspicuous place in the Common Areas. Such Rules and Regulations may concern, without limitation, use of the Common Properties; signs, parking, restrictions, minimum standards of property maintenance consistent with the Declaration and the procedures of the Architectural Committee; and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles and these By-Laws.

(m) To review all complaints, grievances or claims of violations of the Declaration, Exhibits thereto, and rules and regulations promulgated by the Board, and to assess whether such violations occurred and whether fines should be assessed. Such procedure may be set forth in the rules and regulations promulgated by the Board of Directors and as set forth in Article VII hereof.



- (n) Owning, conveying, encumbering, leasing, and otherwise dealing with units conveyed to or purchased by it.
- (o) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (p) To have access to each unit from time to time as may be necessary for the maintenance, repair, or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.
- (q) Impose charges for late payments of a unit owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, bylaws, and rules and regulations of the Association.
- (r) To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the Property or against the common elements, rather than merely against the interests therein of particular unit owners. Where one or more unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said unit owners.
- (s) To maintain and repair any unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements or any other portion of the building, and a unit owner of any unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said unit owner, provided that the Board shall levy a special assessment against such unit owner for the cost of said maintenance or repair.
- (t) Upon authorization by the affirmative vote of not less than a majority of the voting members at a meeting duly called for such purposes, or by a two-thirds (2/3) vote of the members of the Board of Directors, the Board, acting on behalf of all unit owners, shall have the power to seek relief from or in connection with the assessment or levy or any real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expense.
- (u) To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the common elements.
- (v) To exercise all powers specifically set forth in the Declaration, the Articles, these By-Laws, and all powers incidental thereto.



ARTICLE V

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One person may not hold more than one of the aforementioned offices. The officers shall be members of the Board. The Board may elect Assistant secretaries and Assistance Treasurers and such other Officers as the Board deems necessary.

Section 2. Election. The Officers of the Association designated in Section 1 above shall be elected annually by the Board at the organizational meeting of each new Board.

Section 3. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. "Any Officer elected or appointed by the Board may be removed at any time, with or without cause, by the Board provided, however, that no Officer shall be removed except by the affirmative vote for removal by a majority of the Board (e.g., if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 4. The President. He shall be the chief executive officer of the association; he shall preside at all meetings of the Members and of the Board. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts and perform all of the duties incident to his office which may be delegated to him from time to time by the Board.

Section 5. The Vice-President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board.

Section 6. The Secretary. He shall issue notices of all Board meetings and all meetings of Members; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 7. The Treasurer.

(a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board.

(b) He shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for, such disbursements, and shall render to the President and Board at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board.



- (d) He shall give status reports to potential transferees on which reports the transferees may rely.
- (e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.
- (f) Notwithstanding any of the foregoing, the collection of assessments, the disbursements of funds and keeping of certain financial records may be delegated to a management company.

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

Section 1. Estimated Annual Budget and Assessments.

(a) Each year and on or before January 1st, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each unit owner's proposed common expense assessment. Each unit owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget; the annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the common elements, if any. The "estimated annual budget" shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements and shall be collected on a monthly basis or such other basis as set forth by the Board of Directors. Each parcel unit owner shall deposit with the Association the sum equal to two (2) months dues of the Association as fixed by the directors of the Association at the time of closing by the unit owner. Said sum shall be held and applied to any extraordinary expenses of the Association. Each unit owner shall receive notice in the same manner as is provided for membership meetings of any meeting of the Board of Directors concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment.

(b) On or before January 1 of the ensuing year, and the first of each and every month of said year, said unit owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or otherwise as it may direct, one-twelfth (1/12) of the assessment against his unit ownership made pursuant to this section. On or before April 15 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each unit owner's percentage of ownership in the common elements to the next monthly installments due from unit owners under the current year estimate, until exhausted, and any net shortage shall be added according to each unit owner's percentage of ownership in the common elements to the installments due in the succeeding six (6) months after rendering of the accounting.



Section 2. Increases in Annual Assessments. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written petition by unit owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the unit owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the unit owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

Section 3. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring common expenses, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all unit owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the unit owners voting at a meeting of such unit owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a unit owner equal to the greater of five (5) times the unit's most recent common expense assessment calculated on a monthly basis or three hundred dollars (\$300.00). All unit owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

Section 4. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the unit owner shall not constitute a waiver or release in any manner of such unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the unit owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not less than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the unit owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

Section 6. Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners.



Section 7. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain units shall be assessed to such unit.

Section 8. Assessments. If a unit owner is in default in the monthly payment of the aforesaid charges of assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all unit owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be and become a lien or charge against the unit ownership of the unit owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real state. such lien shall take effect and be in force when and as provided by law; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit ownership which became due and payable subsequent to the date of the encumbrancer either takes possession of the unit, accepts a conveyance of any interest in the unit ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to endorse such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any unit owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include:

- (1) the right to enforce the collection of such defaulting unit owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof;
- (2) the right, by giving such defaulting unit owner five (5) days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses occurring with respect to the balance of the assessment year; and
- (3) the right to take possession of such defaulting unit owner's interest in the property, to maintain for the benefit of all the other unit owners an action for possession in the manner prescribed in "An Act in regard to Forcible Entry and Detainer," approved February 16, 1874, as amended, and to execute leases of such defaulting unit owner's interest in the property and apply the rents derived therefrom against such expenses.

Section 9. Nonuse. No unit owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common elements or abandonment of his unit.

Section 10. Forbearance. The Association shall have no authority to forebear the payment of assessments by any unit owner.

ARTICLE VII

FINANCES

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board from time to time upon resolutions approved by the



Board, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, and all Officers and employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount at least equal to the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Calendar Year. The fiscal year of the Association shall be on a calendar year basis. The Board is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board deems it advisable.

ARTICLE VIII

COVENANT AND RESTRICTIONS AS TO USE AND OCCUPANCY

The units and common elements shall be owned, occupied, and used subject to the following covenants and restrictions:

Section 1. General Use. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each unit or any two or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by the Declaration and for no other purpose. That part of the common elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.

Section 2. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit.

Section 3. Prohibited Use. Nothing shall be done or kept in any unit, or in the common elements, which will increase the rate of insurance on the building or contents thereof, applicable for residential use, without the prior written consent of the board. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements. No unit owner shall overload the electric wiring in the building or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system without the prior written consent of the Board.

Section 4. Unit Owner Insurance. Each unit owner shall be responsible for his own insurance on his personal property in his own unit, his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all the unit owners obtained by the Board as hereinbefore provided.



Section 5. Exterior Attachments. Unit owners shall not cause or permit anything to be placed on the outside walls of the building and no sign, awning, canopy, shutter, wind chimes, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board.

Section 6. Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the units of the building, whether by draperies, shades, or other items visible from the exterior of the building shall be subject to the rules and regulations of the Board.

Section 7. Pets, etc. No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board.

Section 8. Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

Section 9. Unsignatiness. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

Section 10. Personal Effects. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the common elements.

Section 11. Commercial Activities. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any unit.

Section 12. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except at such location and in such form, as shall be determined by the Board.

Section 13. Common Elements. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board.

Section 14. Exceptions. The unit restrictions in this Article VIII shall not, however, be construed in such a manner as to prohibit a unit owner from: (a) maintaining his professional library therein, (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of this Article VIII.

ARTICLE IX COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by any Owner, his Tenant or their respective families, guests, invitees, agents, or



employees in any of the provisions of the Declaration, the Articles or these By-Laws, the Board, in addition to any other remedies that may be available, shall at its option, have the following elections with respect to any such violation(s):

- (a) An action to recover damages on behalf of the Association or on behalf of the other Owners; or
- (b) An action to enforce performance on the part of the owner; or person creating or causing such violation or noncompliance; or
- (c) An action for such equitable relief desired or necessary under the circumstances, including injunctive relief; or
- (d) A fine or penalty as set forth in section 2 of this Article VII.

Any Owner liable for such violation or noncompliance shall reimburse the Association for reasonable attorney's fees (including trial and all appellate levels) incurred by it in bringing such action. Any violations which are deemed by the Board to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the common expenses. In connection with such action, the entry upon the Property of said unit owner by the Board or its agents shall not be deemed a trespass.

Section 2. Fines and Penalties. In addition to all other remedies that may be otherwise available to the Association in the sole discretion of the Board, a fine or fines may be imposed upon a Unit Owner for failure of an Owner, his family, guests, invitees, agents, employees, tenants (or their family, guests, invitees, agents or employee) or any occupant of a Unit or to comply with (or any of such person or persons has violated) any covenant, restriction, rule or regulation, or other matter contained in the Declaration, in the Articles, these By-Laws, or the Rules and Regulations promulgated by the Board, as any of the same are now constituted or as they may be amended from time to time, provided the following procedures are followed:

(a) **Notice:** The Association shall notify the Unit Owner of the infraction or infractions. Included in the notice shall be a date the Unit Owner shall be permitted an opportunity to present reasons why the penalty or penalties should not be imposed. The Notice shall be deemed given when mailed or hand delivered to the Unit owned by such owner or mailed to such other address requested by such Owner in writing.

(b) **Hearing:** Noncompliance shall be presented to the Board after which the Owner may make a presentation as to why the penalty or penalties should not be imposed. Any interested owner shall be permitted to address the Board with respect to such matter.

(c) **Penalties:** The Board may, in its sole discretion, impose fines as follows (which shall be considered Assessments solely against such owner and his Unit), if it determines that the alleged noncompliance or violation has occurred:

- (1) A late fee of \$10.00 per month for:
 - (i) each month that an assessment is not paid within 5 days from the due date for said payment, and remains due and owing;
 - (ii) each month in which a fine remains due and owing and is not paid pursuant to paragraph (d) below.



- (2) First Noncompliance or Violation: A fine not in excess of \$25.00
- (3) Second Noncompliance or Violation: A fine not in excess of \$35.00
- (4) Third and Subsequent Noncompliance or Violation(s) which are of a Continuing Nature: A fine not in excess of \$45.00 (or a fine not in excess of \$45.00 per month, in the event of noncompliance or violation which is of a continuing nature).

(d) Payment of Penalties: Fines shall be paid not later than fifteen (15) days after the imposition or assessment of the penalty.

(e) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for collection of Assessments.

(f) Application of Penalties: All monies received from fines shall be allocated to the reserve account of the Association, unless otherwise directed by the Board.

Section 3. Negligence or Carelessness of Owner, Etc. Each Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the assessments.

Section 4. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, including costs and reasonable attorney's fees on appeal (as well as trial).

Section 5. No Waiver of Rights. The failure of the Association or of an owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, Articles, these By-Laws or Rules and Regulations, shall not constitute a waiver of the right of the Association or owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available.

ARTICLE X

AMENDMENTS TO BY-LAWS

These By-Laws may be amended, changed or modified by the approval of two-thirds (2/3) of the unit owners at a meeting specially called for such purpose, subject to the approval of any mortgagees required under the provisions of the condominium instruments. An officer of the Board shall certify in



writing that a copy of the amendment, change, or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such special meeting. Any amendment, change, or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. Except to the extent authorized by provisions of the Act, no amendment to the condominium instruments shall change the boundaries of any unit or the undivided interest in the common expenses appertaining to a unit.

ARTICLE XI

CONFLICTING PROVISIONS

In the event any of these By-Laws conflict with any provisions of the laws of the State of Illinois, such conflicting By-Laws shall be null and void but all other By-Laws shall remain in full force and effect. In case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, costs and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or Member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and Member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Common Areas, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by owners or persons.



ARTICLE XV

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these By-Laws.

ARTICLE XVI

LIENS

Section 1. Protection of Property. All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent or by law, whichever is sooner.

Section 2. Notice of Lien. An owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the Project, such notice to be given within five (5) days after the owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the Association may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE XVII

RULES AND REGULATIONS

Section 1. The Board may from time to time adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Areas or other portions of the Property and any facilities or services the Association makes available to the Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall, from time to time, be mailed to each Owner.

Section 2. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration, Articles or By-Laws, as the case may be, shall prevail.



time as herein provided shall, from time to time, be mailed to each owner.

Section 2. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration, Articles or By-Laws, as the case may be, shall prevail.

ARTICLE XVIII
PROVISO

The invalidity or unenforceability of any provision or portion of these By-Laws shall not affect the remainder thereof and the remainder of said By-Laws shall be deemed valid. Wherever the masculine form of pronoun is used it shall be deemed to mean the masculine, feminine or neuter, and the singular shall include the plural and vice versa where the content so requires.

APPROVED AND DECLARED as the By-Laws of the Association named above.

DATED this 30th day of September, 1992

SILVER LAKES HOMEOWNERS ASSOCIATION, INC.

BY: Thomas M. Hallbreath
President

Attest: Rosemary L. Hill
Secretary



ARTICLE XVIII

PROVISO

The invalidity or unenforceability of any provision or portion of these By-Laws shall not affect the remainder thereof and the remainder of said By-Laws shall be deemed valid. Wherever the masculine form of pronoun is used it shall be deemed to mean the masculine, feminine or neuter, and the singular shall include the plural and vice versa where the content so required.

APPROVED AND DECLARED as the By-Laws of the Association named above.

DATED this 30th day of September, 1992.

SILVER LAKES HOMEOWNERS ASSOCIATION, INC.

BY: _____
President

Attest: _____
Secretary

STATE OF ILLINOIS }
 } ss
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Veronica M. Galbreath, personally known to me to be the President of the Silver Lakes Homeowners Association, Inc., an Illinois not-for-profit corporation and Rosemary K. Ihle, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of September, 1992.

NOTARY PUBLIC

{OFFICIAL SEAL}

This instrument was prepared by:

KRUPA & BRAUN, Chartered
19630 Governors Hwy.
P.O. Box 62
Flossmoor, IL 60422
708/957-1500

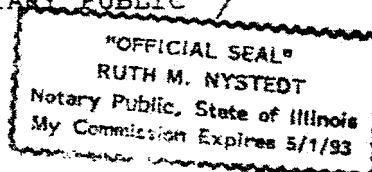


STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Vernonica M. Galbreath, personally known to me to be the President of the Silver Lakes Homeowners Association, Inc., an Illinois not-for-profit corporation and Rosemary K. Ihle, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of September, 1992.

Ruth M. Nystedt
NOTARY PUBLIC



This instrument was prepared by: KRUPA & BRAUN, Chartered
19630 Governors Hwy.
P.O. Box 262
Flossmoor, IL 60422
708/957-1500



**THESE BYLAWS, AS AMENDED, TO BE INCORPORATED INTO
AND BECOME A PART OF SILVERLAKE HOMEOWNERS, INC. BYLAWS**

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 3. Annual Meeting. The Annual Meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members shall be held on the second Tuesday of October at 7:30 P.M. or at such other reasonable time or date (not more than thirty [30] days before or after such date) as may be designated by written notice of the Board delivered to voting members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The Secretary shall therein notify the membership of the proposed slate of Directors. At the Annual Meeting, the Members shall elect by plurality vote (cumulative voting prohibited), its Board of director and shall transact such other business as may properly be brought before the meeting. [Adopted at Annual Meeting held November 9, 1999.]

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

Section 15. Leasing. Unit Owners may not lease their units except upon a showing of extreme financial hardship or highly unusual and/or extenuating circumstances and the Board of Directors reserves the right to approve such leasing. [Adopted at Annual Meeting held February 15, 1994.]

President

SUBSCRIBED AND SWORN
To before me this 7th day of
March, 2000.

Treasurer

Secretary

Notary Public

{ "Official Seal" }



Silver Lake Villas

HOMEOWNERS ASSOCIATION

PO Box 831, Orland Park, IL, 60462 www.silverlakehoa.net

AMENDMENT TO THE BY-LAWS OF THE SILVER LAKE VILLAS HOMEOWNERS ASSOCIATION

Adopted at the Board Meeting held August 23, 2022, Effective September 1, 2022
This amendment changes the amendment of January 26, 2022, effective February 1, 2022

Article V1 Assessments-Documentation fee – Maintenance Fund Assessments

WHEREAS, the board's position is to protect the collection of monthly assessments by requiring all new unit owners be required to forward a security deposit equal to (2) two months of the assessment value of the unit

WHEREAS, the board will require a deposit of (2) two months assessment by the buyer at time of closing, and a \$500.00 documentation fee from the seller prior to processing a closing.

WHEREAS, the board will secure the deposit assessment in the Association Reserve account and record such funds.

WHEREAS, the Treasurer of the Association will refund the deposit in full to the new owner upon future sale of the unit. The documentation fee is not refundable to the seller.

NOW THEREFORE, the board of directors hereby adopts the assessment and documentation fee by-law effective September 1, 2022. The above resolution/amendment is approved by a majority of the board members of the association at the board meeting of August 23, 2022.

John O'Halloran, President
Maureen Swearingen, Vice President
Curt Unander, Secretary
Kathy Walsh, Treasurer
Fintan Broderick, Director Building/Grounds

President	John O'Halloran	708.770.9960	johnohal02@gmail.com
Vice President IT/Website	Maureen Swearingen	708.646.3623	maureen@silverlakehoa.net
Secretary & Compliance	Curt Unander	708.275.5066	silverlake15012@gmail.com
Treasurer	Kathy Walsh	630.347.1610	silverlake15021@gmail.com
Bldgs. & Grounds Dir.	Fintan Broderick	708.971.6293	fintanbud@gmail.com



PET RULES
SILVER LAKE HOMEOWNERS ASSOCIATION
(EFFECTIVE JULY 1, 2019)

Any rules and regulations of the Association that are in conflict with the following Pet Rules are hereby revoked and the following is hereby adopted as a Rule and Regulation of the Association.

- A. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any unit or part thereof, or in any unit erected thereon, except dogs, cats, or other customary and usual household pets kept for other than commercial purposes.
- B. No more than (1) dog per unit shall be allowed.
- C. No dog shall exceed a weight limit of fifty (50) pounds.
- D. Pet owners and their guests and invitees will be expected to immediately clean up all common areas after their pet.
- E. Pets are not to be left outside and unattended on the common areas.

4. [Any rules and regulations of the Association that are in conflict with the following Deck and Patio Rules are hereby revoked and the following hereby adopted as a Rule and Regulation of the Association.

DECK AND PATIO RULES
SILVER LAKE HOMEOWNERS ASSOCIATION
(Effective July 1, 2019)

- A. Decks. Decks are determined to be limited common elements as described in the Condominium Declaration and Association governing documents, also including the Illinois Condominium Property Act, because unit owners whose decks are appurtenant to their units have the exclusive right to use and occupy their decks. Owners shall be responsible at their expense for the repair, maintenance and replacement of their decks. No such maintenance, repair and replacement of the deck shall take place without the unit owners first security prior written approval of the Board after the owner has submitted a written request setting forth what the owner intends to do along with the plans and specifications of the work. The deck must be stained and inspected every five (5) years to match the painting schedule of the building. Currently, of the 20 buildings total, 4 buildings are painted each year. It will be required that after any maintenance, repair or replacement work is done, a deck inspection shall be done at the owner's expense, by a licensed contractor, and an inspection form completed and forwarded on to the Board. The penalty for failure to have the deck inspected and stained by October 31st of the year the service is due to be rendered will be \$75.00 per month for each month of the failure to have the deck inspected and providing the Board with the inspection form completed by the contractor.

The correct stain to use is Benjamin Moore Arbor coat. The gray colored buildings must use "Seagull Gray". The tan colored buildings must use "Buckskin". The Board may supplement this rule by providing specific additional requirements as to the maintenance, repair and



replacement to include but not be limited to the details of how the deck is supported, constructed, attached or affixed to the building. Owners are advised to make sure their HO-6 condominium owner's unit policy or other equivalent insurance policy provides adequate limits of liability insurance in the event of a loss, damage or injury to person or property as a result of the condition of their deck.

B. Patios. Concrete patios are determined to be limited common elements as described in the Condominium Declaration and Association governing documents also including the Illinois Condominium Property Act, because unit owners whose patios are appurtenant to their units have the exclusive right to use and occupy their patios. Unit owners shall be responsible for the maintenance, repair, and replacement of their patios. No such maintenance, repair, and replacement, including any alteration of the size of a patio, shall take place without the unit owner first securing prior written approval of the Board, after the owner has submitted a written request setting forth what the owner intends to do, along with the plans and specifications of the work.

5. Effective Date. These Rules will take effect upon their adoption by the Board of Managers (Directors) of the Association.

{EFFECTIVE DATE}
{AUGUST 1, 2019}

APPROVED:

BOARD PRESIDENT

BOARD SECRETARY
TREASURER

AYES: 4

NAYS: 0

ABSENT: 1

07/17/2019

PLEASE STAPLE TO YOUR COPY OF BYLAWS/RULES & REGULATIONS



RESOLUTION

THIS RESOLUTION is approved by the Board of Directors on the 22nd day of September, 2016.

WHEREAS, the Board of Directors has investigated the status of various decks in the condominium community.

WHEREAS the Board feels that a rule addressing the decks is necessary in order to preserve the appearance, safety and welfare of those unit owners who have the exclusive use and occupancy of their decks.

NOW, THEREFORE, the Board resolves that the following rule shall be incorporated into the rules and regulations of the Association.

1. Decks: Decks are determined to be limited common elements as described in the Condominium Declaration and governing documents to include the Illinois Condominium Property Act since unit owners whose decks are appurtenant to their unit have the exclusive right to use and occupy their deck. Owners shall be responsible at their expense for the repair, maintenance and replacement of their decks. No such maintenance, repair and replacement of the deck shall take place without the unit owners first securing prior written approval of the Board after the owners have submitted their written request setting forth what they intend to do along with the plans and specifications of the work. The deck must be stained and inspected every five (5) years to match the painting schedule on the building. Currently, of the 20 buildings total, 4 buildings are painted each year. It will be required that after any maintenance, repair or replacement work is done, a deck inspection shall be done at the owner's expense by a licensed contractor and an inspection form completed and forwarded on to the Board. The penalty for failure to have the deck inspected and stained by October 31st of the year the service is due to be rendered will be \$75.00 per month for each month of the failure to have the deck inspected and providing the Board with the inspection form completed by the contractor.

The correct stain to use is Benjamin Moore Arbor coat. The gray colored buildings must use "Seagull Gray". The tan colored buildings must use "Buckskin". The Board may supplement this rule by providing specific additional requirements as to the maintenance, repair and replacement to include but not be limited to the details of how the deck is supported, constructed attached or affixed to the building. Owners are advised to make sure their HO-6 condominium owner's unit policy or other equivalent insurance policy provides adequate limits of liability insurance in the event of a loss, damage or injury to person or property as a result of the condition of their deck.

The above rule is hereby approved at a duly called meeting of the Board of Directors held on the date set forth above. The secretary is directed to forward a copy of this rule to all unit owners with instructions that they retain it with their other condominium documentation for reference and reminding them of their obligation to deliver it to future buyers of their unit.

THE BOARD OF DIRECTORS

_____	President
_____	Vice President
_____	Secretary
_____	Treasurer



DECK INSPECTION CHECKLIST

**THIS INSPECTION REPORT MUST BE COMPLETED BY A
LICENSED CARPENTRY CONTRACTOR CURRENTLY ON FILE
WITH THE VILLAGE OF ORLAND PARK BUILDING DEPARTMENT**

****PLEASE CIRCLE RESPONSE TO YOUR INSPECTION BELOW Y (YES) N (NO) ****

	PASSES
**INSPECT ALL DECK FLOOR BOARDS AND CONFIRM NO ROTTED WOOD AND FLOOR BOARDS ARE PROPERTY SECURED TO DECK FRAME	Y (YES) N (NO)
**VERTICAL SUPPORT POST IS NOT CRACKED OR ROTTED AND IS PROPERTY SECURED TO THE LOWER CONCRETE PATIO.	Y (YES) N (NO)
**DECK RAILING SPINDLES ARE NOT LOOSE OR ROTTED AND ARE SPACED NO MORE THAN 4" APART AND PROPERLY SCREWED TO THE DECK.	Y (YES) N (NO)
**DECK HAS BEEN SEALED USING BENJAMIN MOORE ARBOR COAT STAIN WITH THE CORRECT COLOR CODE: SEAGULL GRAY OR BUCKSKIN TO MATCH THE COLOR OF THE RECENTLY PAINTED BUILDING.	Y (YES) N (NO)


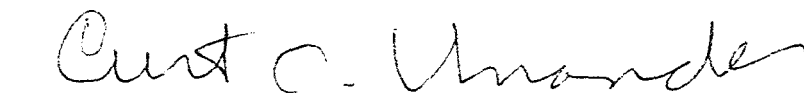
AMENDED FEBRUARY 23, 2021



AMENDED RESOLUTION – DECK MAINTENANCE / INSPECTION

Board of Directors sign off Document

February 23, 2021


Wynslow Thresh – President
Louise Rogers – Vice President
Curt Unander – Secretary / Compliance Officer
Kathy Walsh – Treasurer
Fintan Broderick – Board Member



Silver Lake Villas

HOMEOWNERS ASSOCIATION

PO Box 831, Orland Park, IL, 60462 www.silverlakehoa.net

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILVER LAKE VILLAS HOMEOWNERS' ASSOCIATION, INC. JULY 22, 2022 (superseding Resolution of April 11, 2011)

WHEREAS, the Board is concerned about the risk of damage to units and common elements attributed To fires in the exhaust venting of dryers.

WHEREAS, the Board has investigated the risks of fire caused by inadequate owner maintenance of their dryer vents.

WHEREAS, the Board's investigation including the Community Association Underwriters of America, Inc. (CAU) report of the risk of fire caused by dryer vents, a copy can be attained by request to the board.

WHEREAS, the Board wishes to pass a rule requiring owners to do preventive maintenance of their dryer Vents in order to reduce the risk of fire .

NOW THEREFORE, the Board of Directors resolve and pass the following rule:

DRYER VENT MAINTENANCE

1. Each unit owner must secure the cleaning of their dryer vent system from July 1st. to September 30th. of each year.
2. The cleaning of the system is at the owner's expense.
3. Each owner must complete and submit to the Board a Certificate that they have complied with the rule and have had their dryer vent exhaust system cleaned by no later than September 30, of each year.
4. The unit owner must hire and pay a dryer vent contractor of their choice for the service.
5. If an owner fails to preform the dryer vent exhaust system maintenance or fails to submit the Certificate by the deadline, that owner will be subject to a \$ 35.00 per month fine for every month that the owner is in non-compliance with this rule.
6. The Board of Directors shall have the authority to supplement, interpret and enforce this Resolution by other rules and regulations.
7. This Resolution shall be incorporated in the Rules and Regulations of the Association.

President	John O'Halloran	708.770.9960	johnohal02@gmail.com
Vice President IT/Website	Maureen Swearingen	708.646.3623	maureen@silverlakehoa.net
Secretary & Compliance	Curt Unander	708.275.5066	silverlake15012@gmail.com
Treasurer	Kathy Walsh	708.349.8063	silverlake15021@gmail.com
Bldgs. & Grounds Dir.	Fintan Broderick	708.971.6293	fintanbud@gmail.com



8. Upon being approved by the Board of Directors , a copy of this Resolution shall be distributed to all unit Owners.
9. The above Resolution is approved by a majority of the Board Members of the Association at the Board meeting of August 9, 2022.

Board of Directors:

President _____

Vice President _____

Treasurer _____

Secretary _____

Director of Buildings and Grounds _____

President	John O'Halloran	708.770.9960	johnohal02@gmail.com
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**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SILVER LAKE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the changing insurance market has resulted in changes in coverage that affects the master insurance policy which insures condominium units and common elements.

WHEREAS, the Board of Directors believes it is necessary to pass a rule to clarify what the individual unit owners' responsibility is for insuring their unit for matters not covered by the master insurance policy.

WHEREAS, the Board seeks to inform all the owners of their financial exposure to loss in the event they do not have an HO-6 insurance policy or if they do not have adequate coverage in that policy.

WHEREAS, the Board's position is that unit owners, in light of the current insurance market, need to protect themselves and their personal liability and ensure that their individual condominiums (HO-6 or equivalent) policies are revised to reflect the changes set forth in this Board rule.

WHEREAS, the Board believes that the unit owners should be responsible for all damage to their units to the extent not covered under the Association's master policy.

NOW THEREFORE, the Board of Directors resolve and passes a rule as follows:

OWNERS' INSURANCE RESPONSIBILITY

1. Each unit owner is required to obtain a condominium unit owner insurance policy (HO-6 or equivalent) covering their unit.
2. In the case of a claim of damage to a unit where a claim is against the condominium's master insurance policy as the result of which a deductible is applicable, the unit owners of the unit affected shall be required to pay for all damages (i.e. shortfall) to their unit to the extent not covered under the Association's master insurance policy.
3. In the event unit owners fail to pay the shortfall amount or their proportionate share of the shortfall amount, the Board shall have the right, but not the obligation to pay this amount and assess the unit owner for the amount paid by Board, including any costs and reasonable attorneys' fees related thereto. Failure to pay the amount assessed by the Board shall constitute a delinquent assessment and subject to the owner(s) involved to all the rights and remedies applicable to delinquent assessments under the Declaration of Condominium and Sections 9 and 9.1 of the Illinois Condominium Property Act (765 ILCS 605/9 and 9.1).
4. Condominium unit owners are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to other unit(s) caused by the negligence of the owner or his or her guests, the residents or invitees or regardless of any negligence originating from the unit. The personal liability of a unit owner must include the deductible or shortfall of the owner(s) of units that were damaged any damage not covered by insurance required under the Association's governing documents (to include its rules and regulations) and Illinois Condominium



law, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. If the unit owner does not purchase and have evidence of insurance requested by the Board, the Board may, but is not obligated to, purchase the insurance coverage and charge the premium cost back to the unit owner. In no event shall the Board be liable to any person(s) either with regard to its decision not to purchase the insurance, or with regard to the timing of the purchase of the insurance as to the amount or type of coverage that is obtained.

5. Each owner is obligated to deliver to the Board of Directors a copy of the Declaration pages of their HO-6 insurance policy or equivalent policy by July 31st of each year. That document shall be mailed to attention of the Secretary of the Silver Lake Homeowners Association, Inc., P. O. Box 831, Orland Park, Illinois, 60462. Failure of an owner to provide this evidence of insurance to the Board by the date specified shall subject that owner to a fine of \$75.00 for the first month of non-compliance after the deadline and \$50.00 per month for each month thereafter until compliance is made.
6. The minimum insurance coverage under an owners HO-6 policy shall be as follows;

a. Building property	\$ 75,000.00
b. Personal property	\$ 20,000.00
c. Loss of use	\$ 10,000.00
d. Loss assessment	\$ 1,000.00
e. Personal Liability	\$300,000.00
f. Policy Deductible	\$ 1,000.00
7. The Board of Directors shall have the authority to supplement, interpret and enforce this Resolution by rules and regulations.
8. This Resolution shall be incorporated in the Rules and Regulations of the Association.
9. Upon being approved by the of Directors, a copy of this Resolution shall be distributed to all unit owners.



PROPOSAL
TO CHANGE
HOMEOWNERS INSURANCE RESOLUTION
OF APRIL 23, 2011
ITEM 5
DATE PROOF OF INSURANCE REQUIRED

Amendment changes to Item 5, to read as follows:

Each unit owner is obligated to deliver to the Board Secretary a copy of the HOA-6 Homeowners insurance policy declaration page or equivalent policy. The renewal policy or new policy shall be delivered the same month as their existing policy terminates. Unit owner can also ask their insurance carrier to add Silver Lake Homeowners Association, PO Box 831, Orland Park, IL 60462 as an additional insured. All other verbiage contained in Item 5 remains the same as outlined.

BOARD OF DIRECTORS:

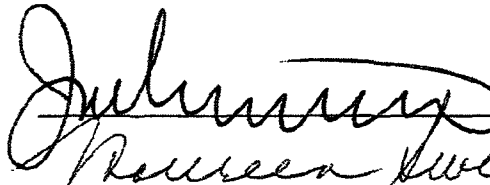
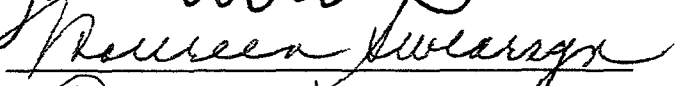
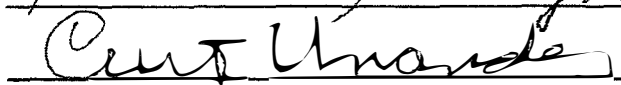
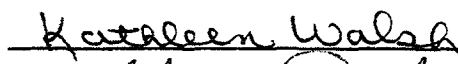
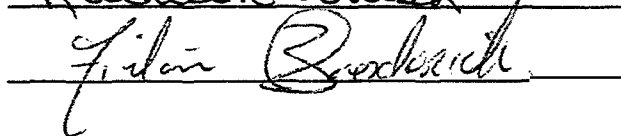
JOHN W. O'HALLORAN, President

MAUREEN SWEARINGEN, Vice President

CURT UNANDER, Secretary

KATHLEEN WALSH, Treasurer

FINTAN BRODERICK,
Director Building & Grounds



**RESOLUTION OF THE
SILVER LAKE HOMEOWNER'S ASSOCIATION, INC.**

WHEREAS, the Board of Managers (Directors) (the "Board"), is authorized by the Declaration and By-Laws to adopt and amend rules and regulations for administration and management of the Condominium property; and

WHEREAS, the Board has previously adopted rules and regulations regarding the parking of motor vehicles in and around the Condominium property; and

WHEREAS, the Board finds that it is in the best interest of the Association to replace all of the previously adopted rules and regulations regarding the parking of motor vehicles, including but not limited to those which were adopted and effective on or about January 10, 2014; and

WHEREAS, the Association has had rules and regulations regarding the keeping of pets at the Condominium property; and

WHEREAS, the Board finds that it is in the best interest of the Association to replace all rules and regulations regarding the keeping of pets; and

WHEREAS, on or about September 22, 2016, the Board adopted rules and regulations regarding the status of decks at the Condominium property as limited common elements and the obligation of unit owners for the repair and maintenance of such decks; and

WHEREAS, the Board finds that it is in the best interest of the Association to include rules and regulations regarding the status and maintenance of concrete patios within the Condominium property, along with the rules and regulations for decks; and

WHEREAS, the rules and regulations contained herein were presented for discussion at a meeting of the unit owners on 07/17/2019, and, further, the full text of the rules and regulations contained herein was provided to the unit owners with the meeting notice required for that meeting of unit owners.

NOW THEREFORE, be it and it is hereby resolved by the Board of Managers of the Silver Lake Homeowners Association, Inc., as follows:

1. The foregoing recitals are hereby incorporated into this Resolution as if fully restated herein.
2. Any rules and regulations of the Association that are in conflict with the following Motor Vehicle Parking Rules are hereby revoked and the following is adopted as a Rule and Regulation of the Association.



**AMENDMENT TO THE RULES & REGULATIONS OF
SILVERLAKE HOMEOWNERS ASSOCIATION**

Adopted at Board Meeting held January 26, 2022
Effective February 1, 2022

MOTOR VEHICLE PARKING RULES

Parking-General. The Master Deed of Silver Lake Villas provides each unit owner with four parking spaces specifically designated as the two spaces inside the garage and the two spaces immediately in front of the garage. Therefore, unit owners will be responsible to see that neither they nor their guests interfere with the rights of other unit owners with regard to their appropriate use of parking spaces.

Parking Prohibited. Parking of Motor Vehicles is prohibited at all times on all private roadways within the Silver Lake Condominium complex. These roadways are reserved for Emergency vehicles and not to be utilized by unit owners. Violators will be subject to towing at vehicle owner's expense. In addition, a fine of \$75.00 per incident will be assessed against the unit owner violating this rule.

These private roadways consist of the following:

- (i) Silverdale Drive between buildings 1 and 2
- (ii) Silverdale Drive facing building 3
- (iii) Silverdale Drive between buildings 4 and 5
- (iv) Mayo Drive between buildings 16 and 17
- (v) Mayo Drive between buildings 19 and 20
- (vi) Dublin Street between buildings 9 and 10
- (vii) Dublin Street between buildings 14 and 15
- (viii) Dublin Street between buildings 12 and 13

Public Parking Areas. Public roadways belonging to and maintained by the Village of Orland Park may be used for parking of any vehicles, subject to the Ordinances and Regulations of the Village of Orland Park.

Visitor/Guest Parking. Unit owners may park in visitors and guest parking areas during a specific time of the year subject to the Association President's discretion. Information as to easing of visitor and guest parking rules will be published in print by the President.

Commercial Vehicles. The appearance of commercial vehicles is deemed to be inconsistent with the residential character of Silver Lake Villas and as such are not allowed to be kept overnight within the Condominium complex. Commercial vehicles with external lettering must be kept in the garage or parked on a Village owned street.

Camper, Trailer, Boat, etc. Storage. No recreational vehicles, snowmobiles, boats, utility trailers, camping trailers, etc. will be allowed to be parked within the confines of the Condominium complex unless stored in the unit owners garage.

Snow Event Parking. The Association is responsible for the removal of accumulated snow in excess of 2 inches. Unit owners are responsible for removing vehicles from their driveway so the contractor can properly remove the snow. Vehicles parked on an Association roadway during the snow removal process will be promptly removed (towed) by the snow removal contractor at the owner's expense.