

THIS INSTRUMENT
PREPARED BY AND SHOULD
BE RETURNED TO:

Kovitz Shifrin Nesbit
John H. Bickley III
Attorney at Law
175 N Archer Ave
Mundelein, IL 60060
847-537-0500

JOSEPH J. TIRIO
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2nd AMENDED AND RESTATED WOODS CREEK DECLARATION OF COVENANTS,
CONDITIONS AND EASEMENTS AND BY-LAWS

THIS AMENDED AND RESTATED DECLARATION AND BY-LAWS is adopted this
19th day of June, 2019, by the Owners of WOODS CREEK Association, an Illinois Not-
For-Profit Corporation. The Amended and Restated Declaration is adopted pursuant to the
provisions of Section 9-60(a) of the Common Interest Community Association Act. Said Act
provides that the Declaration may be amended by action recommended by 2/3^{rds} of the Board of
Directors. Said Second Amended and Restated Declaration shall be evidenced by an appropriate
written instrument issued by the Association and shall become effective as of the date on which
the instrument is recorded in the Recorder of Deeds of McHenry County, Illinois.

WHEREAS, the Association administers the real estate, hereinafter described; and

WHEREAS, the Property has been submitted to the below-described real estate together
with all buildings, structures, improvements and other permanent fixtures of whatsoever kind
thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions
of the Illinois Common Interest Community Association by the original declaration doc
#2005R0095050; and

WHEREAS, the Association has established certain rights and easements in, over and
upon said Property for the benefit of itself and all future Owners of any part of said real estate,
and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial
and proper use and conduct of the property and all units; and

WHEREAS, the Association intends that the several unit Owners, mortgagees, occupants,
and other persons hereafter acquiring any interest in the property shall at all times enjoy the
benefits of, and shall hold their interest subject to the rights, easements, privileges, and
restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to
promote and protect the cooperative aspect of the property and are established for the purpose of
enhancing and perfecting the value, desirability and attractiveness of the property.

WHEREAS, this Second Amended and Restated Declaration is made this 19 day of January, 2019 by the Board of Directors of the Association, pursuant to its power under 765 ILCS 160/1-60, more commonly referred to as 1-60 of the Common Interest Community Association Act, which provides that the Board may correct errors and omissions to the Declaration by vote of two-thirds (2/3) of the members of the Board of Directors.

NOW, THEREFORE, the Association and the Owners, as the legal title holders, DECLARE as follows:

ARTICLE 1

DEFINITIONS

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

1.1 "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

1.2 "Association" shall mean and refer to Woods Creek Homeowners Association, an Illinois not-for-profit corporation, and a Common Interest Community as defined in Chapter 735 ILCS 5/9-102(a)(b), Illinois Compiled Statutes, as from time to time amended, its successor and assigns.

1.3 "Board" shall mean and refer to the Board of Directors of Woods Creek Homeowners Association, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property.

1.4 "By-Laws" mean and refer to the By-Laws of Woods Creek Homeowners Association, which is attached hereto and made a part hereof as Exhibit "C". The By-Laws are incorporated herein by this reference.

1.5 "City" shall mean and refer to the Village of Wonder Lake, Illinois.

1.6 "Community instruments" means all documents and authorized amendments thereto recorded by a developer or common interest community association, including, but not limited to, the Declaration, By-Laws, operating agreement, plat of survey, and rules and regulations.

1.7 "Common Area" shall mean and refer to all real property and improvements installed by Developer, thereon to be owned or maintained by the Association for the common use and enjoyment of all members of the Association. This shall include the Lot 148, 149 & 150

as described on the Subdivision Legal Description (as hereinafter defined), attached hereto and made a part hereof as Exhibit "B."

1.8 "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

1.09 "Lot" shall mean and refer to that portion of the Property indicated upon the recorded subdivision plat or plats of the Property improved or intended to be improved as set forth on Exhibit "B", attached hereto.

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

1.11 "Owner" shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

1.12 "Member or Membership" shall mean and refer to every person or entity who holds Membership in the Association.

1.13 "Mortgage" shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

1.14 "Person" shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.15 "Prescribed delivery method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Members, electronic transmission, or any other delivery method that is approved in writing by the Member and authorized by the community instruments.

1.16 "Property" shall mean and refer to the real estate legally described in Exhibit "A", attached hereto and made a part hereof.

1.17 "Subdivision Plat" shall mean and refer to the Plat of Subdivision for Woods Creek Subdivision, as recorded with the office of the Recorder of Deeds of McHenry County, Illinois, attached hereto and made a part hereof as Exhibit "B."

1.18 "Single Family" shall mean and refer to one or more persons, each related to other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, maintaining a common household.

ARTICLE 2

ARCHITECTURAL STANDARDS AND GENERAL RESTRICTIONS

2.1. Anti-Monotony Code.

- A. No new single family detached dwelling of the same plan and appearance (defined as exterior colors and/or elevation) shall be built on either side of the dwelling or across the street facing it. This includes dwellings directly across the street and each Lot adjacent to it.
- B. A dwelling on a corner Lot may be considered dissimilar to another if the two dwellings face different streets.
- C. On cul-de-sac turnarounds, no dwelling shall be of the same plan and appearance within one lot on either side.

2.2. Architectural Standards.

- A. Consistent use of building materials and color shall be complimentary with the style and design of community.
- B. Colors shall be chosen for compatibility with neighboring area, appropriate colors shall be subdued colors such as beige, brown, gray, etc. and should be selected to blend with the natural landscape.
- C. Fronts of buildings should have a variety of setbacks and elevation variations.
- D. The use of front porticos, porches and/or architectural detail at entry is encouraged.
- E. All driveways to be constructed shall have compacted gravel/crushed stone base per code with a wearing surface of asphalt or concrete.
- F. All roofs shall be designed with or a combination of gables, hips, sheds, etc. (no flat roofs are allowed). Minimum roof pitch shall be 4:12.
- G. Minimum dwelling size on each Lot shall be 1800 sq. ft. (not including the garage or basement space).
- H. A minimum of three elevation designs per plan.

- I. No fence or fences shall be installed or maintained upon the Property unless such fence or fences are constructed in accordance with the laws and the ordinances of the Village of Wonder Lake.
 - a. The construction of chain link fences within the Property is prohibited.
 - b. Any and all fence or fences must be 72" in height and constructed of cedar.
- J. All Lots shall be used for residential dwelling purposes only. Each Owner shall maintain or cause to be maintained its Lot and all improvements located thereon, including, but not limited to, the exterior of any building or buildings, pedestrian walks, driveways and landscaped areas, in a clean, sightly and safe condition, and each Owner shall at all times cause the prompt removal of all papers, debris, junked vehicles, refuse and other unsightly objects and materials therefrom and the removal of snow and ice from paved areas, when and as required. Garbage shall be placed in receptacles provided therefore, and if outside, shall be properly screened.
- K. No trailer, temporary building or structure of any kind shall be permitted except temporary buildings or structures located upon a Lot used during construction of a permanent improvement, which shall be removed as promptly as practicable and in any event no later than thirty (30) days after the issuance by the City of an occupancy permit for such permanent improvement. In addition, no signage of any kind (except for a single real estate "for sale" sign as permitted by the City) shall be permitted upon any Lot or residence. Anything contained herein to the contrary notwithstanding. Garden sheds shall be allowed, not exceeding a floor area of 144 square feet, overall height of 12 feet, in a residential style and color comparable to the existing residence, and otherwise in compliance with Village of Wonder Lake regulations regarding accessory uses.
- L. All improvements shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the City.

2.3. General Restrictions.

- A. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.
- B. Vacant Lots shall not be used for the purpose of raising crops thereon.

- C. The term commercial vehicle shall include any vehicle whose primary purpose is the transportation of cargo rather than passengers, including but not limited to pickup trucks with ladder racks or other apparatus designed for the transportation of cargo or such pickup trucks which, in fact, contain cargo in the open bed. The term commercial vehicle shall also include any vehicle with commercial lettering printed thereon. With respect to the parking of commercial vehicles, they may only be parked on the driveway between the sidewalk and the residence. Boats and other recreational vehicles, as defined in the Village of Wonder Lake zoning ordinance, must be used on at least a weekly basis in order to be parked in the driveway. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of the dwelling. No commercial vehicle, boat or other recreational vehicles shall be parked on a street overnight.
- D. There shall be no obstruction in the driveways or other portions of the Common Area nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.
- E. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.
- F. The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling) shall not be allowed. Subject to Article 9, no communications discs, except television satellite dishes smaller than One Meter in diameter, shall be permitted on any Lot.
- G. All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property.
- H. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area

improvements or contents thereof, or which would be in violation of any law, nor shall any waste be discarded in the Common Area.

- I. The restriction in Article 3.2 L. shall not, however, be construed in such a manner as to prohibit an Owner from: a) maintaining his personal professional library therein; b) keeping his personal business records or accounts therein; or c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph.
- J. Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.
- K. In the event of damage to or destruction of any dwelling, garage or other improvement installed by Developer on any Lot, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within thirty (30) days after written notice is sent, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as his personal obligation and shall be a lien on his Lot.
- L. No Owner shall cause or allow any activity which shall cause air, water, soil, or noise pollution which would violate any applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Property. Without limiting the generality of the foregoing, no Owner shall willingly or knowingly drain or dump any refuse, sewage or other materials into storm drains or into the detention or open space areas. No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes.
- M. All planted or landscaped areas in the public right-of-way shall be the maintenance responsibility of fronting Property Owners.
- N. All planted or landscaped areas on a Lot shall be the responsibility of the individual Lot owners for maintenance purposes.
- O. Subject to the consent of the holder of any Mortgage, in the event

construction of any building on a Lot ceases for a period of six months prior to the enclosure of such improvement, the Owner, upon written demand of the Board, shall raze and remove such building and landscape the Lot in a sightly manner. All expenses shall be paid by the Owner of the Lot. In the event construction of any such building ceases for a period of six (6) months after said Improvement is enclosed, the Owner, upon written demand of the Board or City, shall landscape the Lot in a sightly manner.

- P. No Owner shall conduct, or permit any Person to conduct, any unlawful activity on the Lot owned by such Owner.
- Q. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept in the driveway of the Lot or in the private garage, it being the intention to prevent obstruction of the street by continuous parking thereon.

ARTICLE 3

MEMBERSHIP AND BOARD OF DIRECTORS

3.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

3.2. Voting Rights. (a) The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot. If more than one (1) person is the record owner of any Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws.

(b) Where there is more than one owner of a Unit and there is only one Member vote associated with that Unit, if only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the Member vote associated with that Unit.

(c) Special meetings of the membership may be called by the President, the Board, twenty percent (20%) of the membership, or any other method that is prescribed in the community instruments.

3.3. Board of Directors. (a) The Association shall be governed by a Board of Directors comprised of three (3) persons, or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Area and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

(b) Where there is more than one owner of a Unit and there is only one Member vote

associated with that Unit, if only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the Member vote associated with that Unit.

(c) Special meetings of the membership may be called by the President, the Board, twenty percent (20%) of the membership, or any other method that is prescribed in the community instruments.

3.4. Officers. (1) There shall be an election of a President from among the members of the Board, who shall preside over the meetings of the Board and of the membership;

(2) There shall be an election of a Secretary from among the members of the Board, who shall keep the minutes of all meetings of the Board and of the membership and who shall, in general, perform all the duties incident to the office of Secretary; and

(3) There shall be an election of a Treasurer from among the members of the Board, who shall keep the financial records and books of account.

Except as expressly provided otherwise by the Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time, and its officers under the direction of the Board and shall not be subject to the approval of the Members. The Articles of Incorporation and By-Laws of the Association may include such added provisions for the protection and indemnification of its Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers.

3.5. Director and Officer Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contract or such act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to attorney's fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or Officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director or Officer, or (ii) any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his/her duties as such Director or Officer.

3.6 Board Powers. The Association, through the Board, shall have the following

powers and duties:

- a. Own, maintain and otherwise manage the Common Area and all improvements thereon in accordance with the final landscape development plan and own, maintain and otherwise manage all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sac and median strips in the dedicated streets which are adjacent to or within the Property and to maintain any signage and lighting located thereon;
- b. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same not later than ninety (90) days after the date of the initial meeting of the Members of the Association is held as provided by the By-Laws;
- c. Establish and maintain a working capital and contingency fund in an amount to be determined by the Board;
- d. Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, brick pavers, lighting and other improvements (if any) located within the Common Areas and/or at the entrance ways to the Property.
- e. At its option, mow, care for, maintain vacant and unimproved portions of the Property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant portions of the unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;
- f. Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Woods Creek Subdivision a highly desirable residential community; and
- g. Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

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

As used in this provision:

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

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

3.7 Insurance. The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessments required by and collected in accordance with Article 6. The Association shall be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may

also obtain such other kinds of insurance as the Association shall from time to time deem prudent. The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least 30 days prior written notice for the Association. The Insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, owners and mortgagees.

ARTICLE 4

EASEMENTS AND PROPERTY RIGHTS

4.1. Easements and Use and Enjoyment. An Easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- a. The right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area.
- b. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board and by a majority of the Members, voting at a general or special meeting duly called and held in accordance with the By-Laws.
- c. The right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the Members of the Board of Directors, has been recorded.

4.2. Rights of Occupants. All persons who reside on a Lot shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Lot, as provided in the By-Laws.

4.3. Utility Easements. The authorized telephone company, Commonwealth Edison Company, the authorized cable television company, Northern Illinois Gas Company, McHenry County Public Works Department, Village of Wonder Lake, Illinois, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Property for the purpose of providing utility services to the Property. Every Owner

is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Lot for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Lot.

4.4. Encroachments. In the event that (a) by reason of settlement, shifting or movement, any dwelling, garage or other improvement as originally constructed by the Developer on any Lot or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot or upon the Common Area, or (b) by reason of such settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of settlement, shifting or movement of utility, ventilation and exhaust systems, as originally constructed by Developer, any mains, pipes, ducts or conduits servicing any Lot or more than one Lot, encroach or shall hereafter encroach upon any part of any Lot or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Lot or Common Area to maintain, repair and replace such other Lot or Common Area to maintain, repair and replace such encroachment, are hereby established and shall exist for the benefit of such Lot or the Common Area, as the case may be, so long as such dwelling, garage or other improvement shall remain standing, provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use in the Common Area be created in favor of any Owner if such encroachment or use was created by the intentional, willful or negligent conduct of any Owner or that of his agent.

4.5. Easements Run With the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any owner, purchaser, mortgagee or to the person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.6. Detention/Drainage Easements. An easement is hereby granted to the Declarant, the Association and the Municipality over, on and above Detention/Drainage easements for emergency, utility, enforcement and government services purposes and for the purpose of maintaining Detention Areas (See specific easement provisions on the Final Plat Exhibit B).

ARTICLE 5

COVENANT FOR ASSESSMENTS

5.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a

Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due

5.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

5.3. Assessment Procedure - Annual Assessments.

- a. Each Member shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. February 1, following the preparation of the budget, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, 100% of the assessment made pursuant to this paragraph. On or before May 1 of each year the Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association. Any such excess may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.
- b. If said annual assessments prove inadequate for any reason, including non-

payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 6.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

- c. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Area and for the necessary fixtures and personal property related thereto. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

5.5. Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder. At the closing of a sale to an initial Owner of a Lot, said Owner shall deposit with the Association an amount equal to One Hundred Fifty and 00/100 Dollars (\$150.00) as a startup deposit to be applied to capital reserves.

5.6. Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the Members shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of such meeting.

5.7. Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

5.8. Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a late charge not to exceed Fifty and No/100 Dollars (\$50.00) per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. 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 any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owners Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments.

5.9. No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

5.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

5.11. The Association shall use generally accepted accounting principles in fulfilling any accounting obligation under the Common Interest Community Association Act

ARTICLE 6

EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and the cost and expense of which shall be paid for by the Association from assessment funds:

Common Area. The Association shall maintain, repair, replace and manage the

Common Area and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be in the best interests of the Association and its Members.

Landscape Plan. The Association shall maintain, repair, replace and manage the landscaping located within the Property in accordance with the Landscaping Plan, which is attached hereto and made a part hereof as Exhibit "D".

ARTICLE 7

RIGHTS OF FIRST MORTGAGEES

7.1. In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

Unless at least fifty-one (51) percent of the first mortgagees (based upon one vote for each first mortgage owned) of individual Lots (hereinafter referred to as "First Mortgagees") have given their prior written approval, the Association shall not be entitled to:

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvement thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.
- b. Change the method of determining the obligations, assessments, dues, reserves for maintenance, repair and replacement of Common Areas, or other charges which may be levied against a Lot and the Owner thereof as provided in Article 6, subject, however, to the provisions in Paragraph 85 hereof.
- c. By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any dwelling or garage on a Lot, the exterior maintenance of any such dwelling or garage, the maintenance of common fences and driveways, if any, or the upkeep of lawns and plantings on the Property.
- d. Fail to maintain fire and extended coverage insurance on the insurable

improvements in the Common Area in an amount not less than one hundred percent (100%) of the full insurable replacement cost.

- e. Use hazard insurance proceeds for losses to any improvements to the Common Area for other than the repair, replacement or reconstruction of such improvements.
- f. Change the responsibility for maintenance and repairs of the Common Area and/or Lots thereof as provided in Article 7.
- g. Change the interests in the Common Area or rights to their use.
- h. Change the voting rights of any Member of the Association.
- i. Impose any restrictions on a Lot Owner's right to sell or transfer his or her Lot.
- j. By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.
- k. Notwithstanding anything herein to the contrary requiring approval of any mortgagee or lien holder of record, and if the mortgagee or lien holder of record receives a request to approve or consent to an amendment to the Declaration and/or By-Laws, the mortgagee or lien holder of record is deemed to have approved or consented to the request unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request. A request to approve or consent to an amendment to the Declaration and/or By-Laws that is required to be sent to a mortgage or lien holder of record shall be sent by certified mail.

7.2. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice.

7.3. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

7.4. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Lot in the performance of such mortgagors obligations hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days.

7.5. First Mortgagees are entitled to timely written notice, if requested in writing of:

- a. Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage;
- b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on-which it holds the mortgage;
- c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association; and
- d. Any proposed action that requires the consent of a specified percentage or eligible mortgage holders.

The request must include the Owners' Association, stating both its name and address and the Lot address of the Lot it has a mortgage on.

This Article 8 may be amended only with the written consent of seventy-five (75%) of the First Mortgagees (based upon one vote for each first mortgage owned).

ARTICLE 8

DEVICES DESIGNED FOR THE AIR RECEPTION OF TELEVISION BROADCAST SIGNALS

In compliance with Section 207 of the Telecommunications Act of 1996, and the rules and regulations promulgated thereby, devices designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution services or direct broadcast satellite services (collectively "Dishes") which promote a viewer's ability to receive video programming services, shall be permitted and may be affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot; provided, however, Dishes shall be placed, to the extent feasible, in locations that are not visible from any street, provided, that this placement permits reception of any acceptable qualify signal. The location of the Dishes shall be subject to the prior written approval of the Association. In addition, the size of the Dishes shall not exceed One Meter in diameter. Any and all Dishes permitted pursuant to this Section shall be installed in full compliance with all health, safety, fire and electrical codes, rules, regulations, ordinances, statutes and laws of the Federal Government, State of Illinois, McHenry County, the City and the Association (collectively "Health and Safety Laws"). All Dishes installed shall be properly grounded and installed in full compliance with all installation requirements of the manufacturer and all Health and Safety Laws. No Dishes shall be installed within the close proximity of any power lines. All Dishes installed, to the extent feasible, shall be painted or of such color so that the Dish blends into the background against which it is mounted, provided, however, said painting requirement does not prohibit or unreasonably interfere with the reception or signal received by the viewer. Notwithstanding anything contained herein to the contrary, the installation of any Dish shall be at the Owner's sole risk and sole cost and expense and, in the event the installation of any Dish causes any damage or destruction to any dwelling or other improvement installed by Developer or any Lot or voids or impairs any warranty which runs for

the benefit of the Developer, other Lot Owners or the Association, the Owner installing and owning said Dish shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including reasonable attorneys' fees and court costs. No Dish shall be affixed to, installed or placed upon the Common Area except upon the prior written consent of the Board, not to be unreasonably withheld, and shall only be installed, affixed or placed upon the Common Area in conjunction with the Association's duly adopted rules and regulations. Notwithstanding anything contained herein to the contrary, any Owner installing and affixing any Dish to a Lot, improvement, dwelling or the Common Area hereby agrees to and shall indemnify, defend and hold Developer and the Association harmless from and against any and all costs, expenses, suits, damages, destruction to any real property or any person, including attorneys' fees and court costs, caused by, either directly or indirectly, the installation, affixing and maintaining, whether by said Owner or a third party contractor, of a Dish pursuant to this Declaration. This Article 9 shall be binding upon and inure to the benefit of each Owner and his/her heirs, successors and assigns and shall be effective upon recordation in the Office of the McHenry County Recorder of Deeds.

ARTICLE 9

LEASE OF LOTS

The provisions of the Common Interest Community Association Act, the Declaration, By-Laws, other community instruments, and rules and regulations that relate to the use of an individual Unit or the Common Areas shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

To verify this, a Rider, which can be obtained from the Board, must be signed and attached to every lease and returned to the Board. Notwithstanding, no lease is to be less than thirty (30) days. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant or Developer, to lease any Lot it owns.

ARTICLE 10

GENERAL PROVISIONS

10.1. Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6. If any Owner, or his guests, violates

any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6.

In the event the Association fails to maintain the Common Areas or other areas or items the Association is required to maintain in accordance with the terms and conditions of this Declaration, the Village of Wonder Lake shall have the right, but not the obligation, to enforce the terms and conditions of this Declaration. Any and all costs incurred by the Village of Wonder Lake relating to the enforcement of this Declaration shall be reimbursed to the Village of Wonder Lake upon written request to the Association.

10.2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

10.3. Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot.

10.4. Amendments. The provisions of Article 5 and Paragraph 6.1, and this paragraph may be amended only by an instrument in writing setting forth such amendment signed and acknowledged by all Owners. Subject to Article 8, the remaining provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least fifty-one (51%) percent of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having a majority of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of McHenry County, Illinois. This Declaration may not be amended or modified without the prior written consent of the City, which consent shall not be unreasonably withheld.

10.5. Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

10.6. Mailing Address. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

10.7. Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.

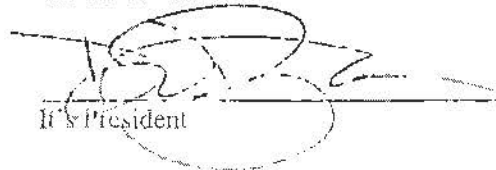
11.8. Binding Effect. Except for matters discussed in Article 8 of this Declaration, the easements created by this Declaration shall be of perpetual duration unless cancelled in a written document signed by ninety percent (90%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

ARTICLE 11

COMMON INTEREST COMMUNITY


The Association shall act and operate as a Common Interest Community as defined in Chapter 735 ILCS 5/9-102, Illinois Compiled Statutes, as from time to time amended. The Declaration and By-laws shall be deemed to be amended as necessary to comply with any statute relating to Common Interest Communities and the Board may record such documents as are necessary to effect this compliance.

WOODS CREEK HOMEOWNERS
ASSOCIATION



It's President


We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of Woods Creek Homeowners Association established by the aforesaid Declaration of Ownership. By our signatures below, we hereby approve and consent to this Amendment to the Declaration pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act.. In witness, whereof we have cast our votes and signed this document and in favor of this Amendment at a duly called meeting of the Board of Directors of Woods Creek Homeowners Association held on 19 January 2019.



President (Title)



Secretary (Title)



(Title)

CERTIFICATION AS TO BOARD APPROVAL

I, Jerry S. Smith, do hereby certify that I am the duly elected and qualified secretary for the Woods Creek Homeowners Association, and as such Secretary, I am the keeper of the books and records of the Association. That a copy of the foregoing Amended and Restated was sent to the unit owners and the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 1-60(c) of the Illinois Common Interest Community Association Act.

I further certify that the attached Amended and Restated Declaration for the Woods Creek Homeowners Association was duly approved by two-thirds of the Board of Directors, in accordance with the provisions of Section 1-60(c) of the Illinois Common Interest Community Association Act at a meeting held on February 19, 2021.

Jerry S. Smith
Secretary

Subscribed and Sworn to
Before me this 11 day of
January, 2021.

[Signature]
Notary Public

My Commission Expires: 12/09/21



EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF COMBINED WOODS CREEK - CIRONE 30 FOOT STRIP

THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 14 AND THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 45 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14; THENCE SOUTH 00 DEGREES 22 MINUTES 33 SECONDS EAST ALONG THE WEST LINE THEREOF, 913.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 17 MINUTES 00 SECONDS EAST PARALLEL TO THE NORTH LINE THEREOF, 1320.47 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 33 SECONDS WEST PARALLEL TO THE SAID WEST LINE, 913.38 FEET TO THE NORTH LINE OF THE SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14; THENCE NORTH 89 DEGREES 17 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, 1314.43 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SAID SOUTH HALF OF THE SOUTH HALF AS MONUMENTED AND ACCEPTED BY DEERPATH UNIT 6, BEING A SUBDIVISION OF PART OF SAID SECTION 14 RECORDED SEPTEMBER 6, 2001 AS DOCUMENT NO. 2001R0065788; THENCE NORTH 89 DEGREES 25 MINUTES 06 SECONDS EAST ALONG THE SAID NORTH LINE, 1771.35 FEET TO THE WEST LINE OF HIGHLAND SHORES WONDER LAKE UNIT NO. 6, BEING A SUBDIVISION OF THE EAST 25 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 11, 1953 AS DOCUMENT NO. 266428, IN BOOK 11 OF PLATS, PAGE 80; THENCE SOUTH 00 DEGREES 33 MINUTES 13 SECONDS WEST ALONG THE SAID WEST LINE, 80.02 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 06 SECONDS WEST, 703.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 13 SECONDS WEST PARALLEL TO THE SAID WEST LINE OF HIGHLAND SHORES 1232.27 FEET TO THE SOUTH LINE OF THE SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14; THENCE SOUTH 89 DEGREES 30 MINUTES 34 SECONDS WEST ALONG SAID SOUTH LINE 1075.29 FEET TO THE NORTH QUARTER CORNER OF AFORESAID SECTION 23; THENCE SOUTH 89 DEGREES 13 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14, A DISTANCE OF 949.05 FEET TO A POINT ON SAID SOUTH LINE THAT IS 1657.64 FEET EAST OF, MEASURED ALONG SAID SOUTH LINE, THE SOUTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14; THENCE SOUTH 00 DEGREES 46 MINUTES 52 SECONDS EAST PERPENDICULAR TO SAID SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 14, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 08 SECONDS

WEST PARALLEL WITH SAID SOUTH LINE, 296.55 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 52 SECONDS WEST PERPENDICULAR TO SAID SOUTH LINE, 30.00 FEET TO SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 13 MINUTES 08 SECONDS WEST ALONG SAID SOUTH LINE, 1361.09 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14; THENCE NORTH 00 DEGREES 22 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF SECTION 14, A DISTANCE OF 399.81 FEET TO THE POINT OF BEGINNING IN MCHENRY COUNTY, ILLINOIS.

Continued
Exhibit "A"

Woods Creek Homeowners' Association

Unit	Pin	Commonly known as (for informational purposes only)
149	08-14-351-001	9402 CREEKSIDE DR , WONDER LAKE, IL 60097
1	08-14-351-002	9900 CREEKSIDE DR , WONDER LAKE, IL 60097
2	08-14-351-003	9808 CREEKSIDE DR , WONDER LAKE, IL 60097
3	08-14-351-004	9806 CREEKSIDE DR, WONDER LAKE, IL 60097
4	08-14-351-005	9804 CREEKSIDE DR , WONDER LAKE, IL 60097
5	08-14-351-006	9802 CREEKSIDE DR , WONDER LAKE, IL 60097
6	08-14-351-007	9800 CREEKSIDE DR , WONDER LAKE, IL 60097
7	08-14-351-008	9708 CREEKSIDE DR , WONDER LAKE, IL 60097
8	08-14-351-009	9706 CREEKSIDE DR , WONDER LAKE, IL 60097
9	08-14-351-010	9704 CREEKSIDE DR , WONDER LAKE, IL 60097
10	08-14-351-011	9702 CREEKSIDE DR , WONDER LAKE, IL 60097
145	08-14-352-001	9909 CREEKSIDE DR , WONDER LAKE, IL 60097
144	08-14-352-002	9907 CREEKSIDE DR, WONDER LAKE, IL 60097
143	08-14-352-003	9905 CREEKSIDE DR, WONDER LAKE, IL 60097
142	08-14-352-004	9903 CREEKSIDE DR, WONDER LAKE, IL 60097
141	08-14-352-005	9901 CREEKSIDE DR, WONDER LAKE, IL 60097
140	08-14-352-006	9809 CREEKSIDE DR, WONDER LAKE, IL 60097
139	08-14-352-007	9807 CREEKSIDE DR , WONDER LAKE, IL 60097
138	08-14-352-008	9805 CREEKSIDE DR , WONDER LAKE, IL 60097
137	08-14-352-009	9803 CREEKSIDE DR , WONDER LAKE, IL 60097
136	08-14-352-010	9801 CREEKSIDE DR , WONDER LAKE, IL 60097
135	08-14-352-011	9709 CREEKSIDE DR , WONDER LAKE, IL 60097
134	08-14-352-012	9707 CREEKSIDE DR , WONDER LAKE, IL 60097
133	08-14-352-013	9705 CREEKSIDE DR , WONDER LAKE, IL 60097
132	08-14-352-014	9703 CREEKSIDE DR , WONDER LAKE, IL 60097
131	08-14-352-015	9701 CREEKSIDE DR , WONDER LAKE, IL 60097
130	08-14-352-016	9609 CREEKSIDE DR , WONDER LAKE, IL 60097
146	08-14-352-017	VACANT, WONDER LAKE, IL
18	08-14-376-001	3215 POND END LN , WONDER LAKE, IL 60097
17	08-14-376-002	3213 POND END LN , WONDER LAKE, IL 60097
16	08-14-376-003	3211 POND END LN , WONDER LAKE, IL 60097
15	08-14-376-004	3209 POND END , WONDER LAKE, IL 60097
14	08-14-376-005	3207 POND END LN , WONDER LAKE, IL 60097
13	08-14-376-006	3205 POND END LN , WONDER LAKE, IL 60097
12	08-14-376-007	3203 POND END LN , WONDER LAKE, IL 60097
11	08-14-376-008	3201 POND END LN , WONDER LAKE, IL 60097
148	08-14-376-009	9402 CREEKSIDE DR , WONDER LAKE, IL 60097
19	08-14-377-001	9614 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
20	08-14-377-002	9612 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
21	08-14-377-003	9610 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
22	08-14-377-004	9608 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
23	08-14-377-005	9606 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
24	08-14-377-006	9604 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
25	08-14-377-007	9602 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
26	08-14-377-008	9510 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
27	08-14-377-009	9508 PRAIRIE EDGE RD , WONDER LAKE, IL 60097

Unit	Pin	Commonly known as (for informational purposes only)
28	08-14-377-010	9506 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
29	08-14-377-011	9504 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
30	08-14-377-012	9502 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
31	08-14-377-013	9500 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
PART 150	08-14-377-014	4200 THOMPSON RD , WONDER LAKE, IL 60097
95	08-14-378-001	3001 BROOKSIDE WAY , WONDER LAKE, IL 60097
96	08-14-378-002	3003 BROOKSIDE WAY , WONDER LAKE, IL 60097
97	08-14-378-003	3101 BROOKSIDE WAY , WONDER LAKE, IL 60097
98	08-14-378-004	3103 BROOKSIDE WAY , WONDER LAKE, IL 60097
99	08-14-378-005	3105 BROOKSIDE WAY , WONDER LAKE, IL 60097
100	08-14-378-006	3107 BROOKSIDE WAY , WONDER LAKE, IL 60097
101	08-14-378-007	3109 BROOKSIDE WAY , WONDER LAKE, IL 60097
102	08-14-378-008	3201 BROOKSIDE WAY , WONDER LAKE, IL 60097
103	08-14-378-009	3203 BROOKSIDE WAY , WONDER LAKE, IL 60097
104	08-14-378-010	3205 BROOKSIDE WAY , WONDER LAKE, IL 60097
105	08-14-378-011	3207 BROOKSIDE WAY , WONDER LAKE, IL 60097
106	08-14-378-012	3209 BROOKSIDE WAY , WONDER LAKE, IL 60097
107	08-14-378-013	3211 BROOKSIDE WAY , WONDER LAKE, IL 60097
108	08-14-378-014	3210 POND EDGE LN , WONDER LAKE, IL 60097
109	08-14-378-015	3208 POND END LN , WONDER LAKE, IL 60097
110	08-14-378-016	3206 POND END LN , WONDER LAKE, IL 60097
111	08-14-378-017	3204 POND END LN , WONDER LAKE, IL 60097
112	08-14-378-018	3202 POND END LN , WONDER LAKE, IL 60097
113	08-14-378-019	3200 POND END LN , WONDER LAKE, IL 60097
114	08-14-378-020	3108 POND END LN , WONDER LAKE, IL 60097
115	08-14-378-021	3106 POND END LN , WONDER LAKE, IL 60097
116	08-14-378-022	3104 POND END LN , WONDER LAKE, IL 60097
117	08-14-378-023	3102 POND END LN , WONDER LAKE, IL 60097
118	08-14-378-024	3100 POND END LN , WONDER LAKE, IL 60097
119	08-14-378-025	3004 POND END LN , WONDER LAKE, IL 60097
120	08-14-378-026	3002 POND END LN , WONDER LAKE, IL 60097
121	08-14-378-027	3000 POND END LN , WONDER LAKE, IL 60097
PART 70	08-14-379-001	3001 FEN TR , WONDER LAKE, IL 60097
PART 71	08-14-379-002	3003 FEN TR , WONDER LAKE, IL 60097
PART 72	08-14-379-003	3005 FEN TR , WONDER LAKE, IL 60097
73	08-14-379-004	3101 FEN TR , WONDER LAKE, IL 60097
74	08-14-379-005	3103 FEN TR , WONDER LAKE, IL 60097
75	08-14-379-006	3105 FEN TR , WONDER LAKE, IL 60097
76	08-14-379-007	3201 FEN TRAIL , WONDER LAKE, IL 60097
77	08-14-379-008	3203 FEN TR , WONDER LAKE, IL 60097
78	08-14-379-009	3205 FEN TR , WONDER LAKE, IL 60097
79	08-14-379-010	3207 FEN TR , WONDER LAKE, IL 60097
80	08-14-379-011	9505 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
81	08-14-379-012	9507 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
82	08-14-379-013	9509 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
83	08-14-379-014	9511 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
84	08-14-379-015	9513 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
85	08-14-379-016	3206 BROOKSIDE WAY , WONDER LAKE, IL 60097
86	08-14-379-017	3204 BROOKSIDE WAY , WONDER LAKE, IL 60097
87	08-14-379-018	3202 BROOKSIDE WAY , WONDER LAKE, IL 60097

Unit	Pin	Commonly known as (for informational purposes only)
88	08-14-379-019	3200 BROOKSIDE WAY , WONDER LAKE, IL 60097
89	08-14-379-020	3106 BROOKSIDE WAY , WONDER LAKE, IL 60097
90	08-14-379-021	3104 BROOKSIDE WAY , WONDER LAKE, IL 60097
91	08-14-379-022	3102 BROOKSIDE WAY , WONDER LAKE, IL 60097
92	08-14-379-023	3100 BROOKSIDE WAY , WONDER LAKE, IL 60097
93	08-14-379-024	3002 BROOKSIDE WAY , WONDER LAKE, IL 60097
94	08-14-379-025	3000 BROOKSIDE WAY , WONDER LAKE, IL 60097
59	08-14-380-001	9503 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
58	08-14-380-002	9501 PRAIRIE EDGE RD , WONDER LAKE, IL 60097
PART 57	08-14-380-003	VACANT, WONDER LAKE, IL
PART 56	08-14-380-004	9402 CREEKSIDE DR , WONDER LAKE, IL 60097
PART 55	08-14-380-005	9404 CREEKSIDE DR , WONDER LAKE, IL 60097
60	08-14-380-006	3206 FEN TR , WONDER LAKE, IL 60097
61	08-14-380-007	3204 FEN TR , WONDER LAKE, IL 60097
62	08-14-380-008	3202 FEN TR , WONDER LAKE, IL 60097
PART 63	08-14-380-009	3200 FEN TR , WONDER LAKE, IL 60097
PART 64	08-14-380-010	3106 FEN TR , WONDER LAKE, IL 60097
PART 65	08-14-380-011	3104 FEN TR , WONDER LAKE, IL 60097
147	08-14-381-001	VACANT, WONDER LAKE, IL
129	08-14-381-002	9603 CREEKSIDE DR , WONDER LAKE, IL 60097
128	08-14-381-003	9601 CREEKSIDE DR , WONDER LAKE, IL 60097
127	08-14-381-004	9509 CREEKSIDE DR , WONDER LAKE, IL 60097
126	08-14-381-005	9507 CREEKSIDE DR , WONDER LAKE, IL 60097
125	08-14-381-006	9505 CREEKSIDE DR , WONDER LAKE, IL 60097
124	08-14-381-007	9503 CREEKSIDE DR , WONDER LAKE, IL 60097
PART 123	08-14-381-008	2999 FEN TR , WONDER LAKE, IL 60097
PART 122	08-14-381-009	2997 FEN TR , WONDER LAKE, IL 60097
PART 150	08-14-451-004	4200 THOMPSON RD , WONDER LAKE, IL 60097
151	08-14-451-005	VACANT, WONDER LAKE, IL
46	08-14-451-006	9429 CREEKSIDE DR , WONDER LAKE, IL 60097
45	08-14-451-007	9427 CREEKSIDE DR , WONDER LAKE, IL 60097
44	08-14-451-008	9425 CREEKSIDE DR , WONDER LAKE, IL 60097
43	08-14-451-009	9423 CREEKSIDE DR , WONDER LAKE, IL 60097
42	08-14-451-010	9421 CREEKSIDE DR , WONDER LAKE, IL 60097
41	08-14-451-011	9419 CREEKSIDE DR , WONDER LAKE, IL 60097
40	08-14-451-012	9417 CREEKSIDE DR , WONDER LAKE, IL 60097
39	08-14-451-013	9415 CREEKSIDE DR , WONDER LAKE, IL 60097
38	08-14-451-014	9413 CREEKSIDE DR , WONDER LAKE, IL 60097
37	08-14-451-015	9411 CREEKSIDE DR , WONDER LAKE, IL 60097
36	08-14-451-016	9409 CREEKSIDE DR , WONDER LAKE, IL 60097
35	08-14-451-017	9407 CREEKSIDE DR , WONDER LAKE, IL 60097
34	08-14-451-018	9405 CREEKSIDE DR , WONDER LAKE, IL 60097
33	08-14-451-019	9403 CREEKSIDE DR , WONDER LAKE, IL 60097
32	08-14-451-020	9401 CREEKSIDE DR , WONDER LAKE, IL 60097
PART 57	08-14-452-001	VACANT, WONDER LAKE, IL
PART 56	08-14-452-002	9402 CREEKSIDE DR , WONDER LAKE, IL 60097
PART 55	08-14-452-003	9404 CREEKSIDE DR , WONDER LAKE, IL 60097
54	08-14-452-004	9406 CREEKSIDE DR , WONDER LAKE, IL 60097
53	08-14-452-005	9408 CREEKSIDE DR , WONDER LAKE, IL 60097
52	08-14-452-006	9410 CREEKSIDE DR , WONDER LAKE, IL 60097

Unit	Pin	Commonly known as (for informational purposes only)
51	08-14-452-007	9412 CREEKSIDE DR , WONDER LAKE, IL 60097
50	08-14-452-008	9414 CREEKSIDE DR , WONDER LAKE, IL 60097
49	08-14-452-009	9416 CREEKSIDE DR , WONDER LAKE, IL 60097
48	08-14-452-010	9418 CREEKSIDE DR , WONDER LAKE, IL 60097
47	08-14-452-011	9420 CREEKSIDE DR , WONDER LAKE, IL 60097
69	08-14-452-012	3000 FEN TR, WONDER LAKE, IL 60097
67	08-14-452-013	3002 FEN TR , WONDER LAKE, IL 60097
68	08-14-452-014	3100 FEN TR , WONDER LAKE, IL 60097
66	08-14-452-015	3102 FEN TR , WONDER LAKE, IL 60097
PART 65	08-14-452-016	3104 FEN TR , WONDER LAKE, IL 60097
PART 64	08-14-452-017	3106 FEN TR , WONDER LAKE, IL 60097
PART 63	08-14-452-018	3200 FEN TR , WONDER LAKE, IL 60097
62	08-14-452-019	3202 FEN TR , WONDER LAKE, IL 60097
PART 72	08-14-453-001	3005 FEN TR , WONDER LAKE, IL 60097
PART 71	08-14-453-002	3003 FEN TR , WONDER LAKE, IL 60097
PART 70	08-14-453-003	3001 FEN TR , WONDER LAKE, IL 60097
PART 123	08-14-454-001	2999 FEN TR , WONDER LAKE, IL 60097
PART 122	08-14-454-002	2997 FEN TR , WONDER LAKE, IL 60097

EXHIBIT "C"

BY-LAWS OF THE
WOODS CREEK HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the not-for-profit corporation is Woods Creek Homeowners Association ("Association"). The principal office of the Association shall be located at E. Dundee, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of McHenry as may be designated by the Board of Directors ("Board").

ARTICLE II

BOARD OF MANAGERS

Section 1. (a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Common Interest Community Association Act may be accomplished using acceptable technological means. This Section governs the use of technology in implementing the provisions of any community instrument or any provision of the Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

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

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

(d) Voting on, consent to, and approval of any matter under any community instrument or any provision of the Common Interest Community Association Act may be accomplished by acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

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

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

(g) This Section does not apply to any notices required under Article LX of the Code of Civil Procedure related to: (i) an action by the Association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Common Interest Community Association Act.

Section 2. Board of Managers (Board of Directors).

(a) The Board of Directors, also known as the Board of Managers, shall consist of three (3) persons who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. Each member of the Board shall be a Lot Owner and shall reside on the Property, provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property.

(b) At the initial meeting, the Voting Members shall elect three (3) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest-number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the person receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year term. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each, provided, however, Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association requesting such a meeting. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present (at its meetings at which a quorum exists). A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may from time to time adopt.

(c) A Member may vote:

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

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

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

(4) by any electronic or acceptable technological means.

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

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

(e) A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(f) Upon proof of purchase, the purchaser of a Unit from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, and shall have the right to vote for the members of the Board of the Association, and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights.

(g) If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws or operating agreement. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

Section 3. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Provided, however, no officer shall be elected for a term of more than two (2) years. However, any officer may succeed himself in any office.

Section 4. Removal. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose.

Section 5. Meetings. (a) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary.

(b) Special meetings of the membership may be called by the President, the Board, twenty percent (20%) of the membership, or any other method that is prescribed in the community instruments.

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

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

Section 3. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Provided, however, no officer shall be elected for a term of more than two (2) years. However, any officer may succeed himself in any office.

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

(e) The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board.

Section 6. General Powers of the Board. In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and Declaration, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers:

- (a) preparation, adoption and distribution of the annual budget for the Property;
- (b) levying of assessments;
- (c) collection of assessments from members;
- (d) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;
- (e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Lot or Lots;
- (g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Area, rather than merely against the interests therein of particular Lot Owners. Where one or more Lot 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 (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Lot owner or Lot Owners;
- (h) to maintain and repair any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property, and a Lot owner of any Lot 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 Lot Owner, provided that the Board shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair;
- (i) the Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the Association.

(j) all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board;

(l) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Lot Owners and Occupants and the Property shall at all times be maintained subject to such rules and regulations;

(m) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board;

(n) nothing hereinabove contained shall be construed to give the Board, Association, or Lot Owners authority to conduct an active business for profit on behalf of all the Lot Owners or any one of them;

(o) The Association may not enter into a contract with a current Board member, or with a corporation, limited liability company, or partnership in which a Board member or a member of his or her immediate family has twenty-five (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

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

ARTICLE III

COMMITTEES

Section 1. The Board, by resolution adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

Section 2. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Lot owners, and the President of the Association, shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

Section 3. Each member of a committee shall continue as such until the next annual meeting of the Board or until his successor is appointed and shall have qualified or until the Board shall relieve him from his role as a committee member, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 4. One (1) member of each committee shall be appointed chairman.

Section 5. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

Section 6. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IV

MEMBERSHIP MEETINGS

Section 1. Meetings of the Lot Owners shall be held at the principal office of the Association or at such other place in the Village of Wonder Lake, Illinois as may be designated in any notice of a Meeting, any Lot owners in writing may waive notice of a meeting or consent to any action of the Association without a Meeting.

Section 2. (a) Special Meetings of the Lot Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all, or some of the Lot Owners, or for any other reasonable purpose.

(b) Special meetings of the membership may be called by the President, the Board, twenty percent (20%) of the membership, or any other method that is prescribed in the community instruments.

(c) Notice of any membership meeting shall be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a prescribed delivery method.

Section 3. At any Meeting of the Lot Owners, a Lot Owner entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. A proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE V

BOOKS AND RECORDS

The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Unit Owner, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

(iii) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.

(iv) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year.

(v) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(vi) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Unit Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

(2) A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

In the event of any resale of a Unit by a Member or Unit Owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

- (1) A copy of the Declaration, other instruments, and any rules and regulations.
- (2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.
- (3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (4) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.
- (5) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.
- (6) A statement of the status of any pending suits or judgments in which the Association is a party.
- (7) A statement setting forth what insurance coverage is provided for all Members or Unit Owners by the Association for common properties

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information.

A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the unit seller for providing the information.

ARTICLE VI

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of the Lot Owners entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 4.2 of the Declaration. Such Amendments shall be recorded in the Office of the Recorder of Deeds of McHenry County, Illinois.

Amendments to community instruments authorized to be recorded shall be executed and recorded by the President of the Board or such other officer authorized by the Association or the community instruments

ARTICLE VII

INTERPRETATION

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