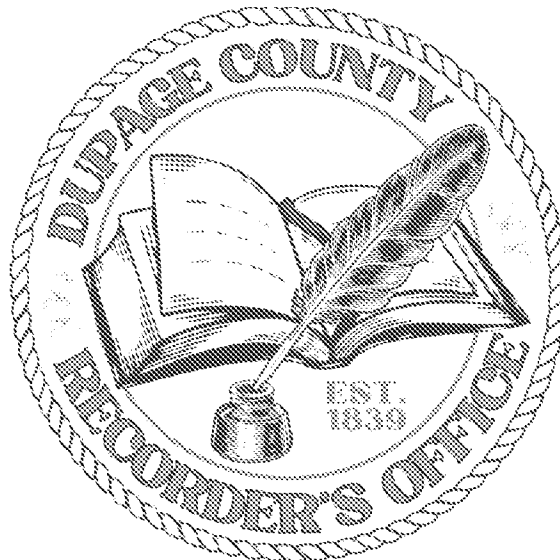


# **RECORDING COVER PAGE**

ELIZABETH M. CHAPLIN  
DUPAGE COUNTY RECORDER

ELIZABETH M. CHAPLIN  
RECORDER  
DUPAGE COUNTY, IL  
12/24/2025 08:28 AM  
RHSP  
DOC NO. R2025-083125  
PAGES: 69



## **RETURN TO:**

Kovitz Shifrin Nesbit  
175 N Archer Ave  
Mundelein, IL 60060-  
2301

**ELIZABETH M. CHAPLIN, DUPAGE COUNTY RECORDER**  
**421 NORTH COUNTY FARM ROAD, PO BOX 936 WHEATON, IL 60187**

|  |                                          |
|--|------------------------------------------|
|  | <b>For use by Recorder's Office only</b> |
|--|------------------------------------------|

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TRINITY LAKES ESTATES**

|                                                                             |  |
|-----------------------------------------------------------------------------|--|
| <b>This document prepared by and after<br/>recording to be returned to:</b> |  |
|-----------------------------------------------------------------------------|--|

|                                                                                                                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>This document prepared by and after<br/>recording to be returned to:</b><br><br>Sabina Arutyunyan, Esq.<br>One Overlook Point, Suite 590<br>Libertyville, IL 60069 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

## Table of Contents

|                                                                                  |    |
|----------------------------------------------------------------------------------|----|
| ARTICLE I .....                                                                  | 8  |
| Definitions.....                                                                 | 8  |
| ARTICLE II .....                                                                 | 9  |
| General Purpose of this Declaration.....                                         | 9  |
| 2.1 Statement of Purpose .....                                                   | 9  |
| 2.2 Burden Upon the Property.....                                                | 10 |
| 2.3 Nonseverability of Rights .....                                              | 10 |
| ARTICLE III .....                                                                | 10 |
| Trinity Lakes Improvement Association Members, Owners, Board of Directors .....  | 10 |
| 3.1 The Association .....                                                        | 10 |
| 3.2 Membership .....                                                             | 10 |
| 3.3 Board of Directors .....                                                     | 11 |
| 3.4 Vacancies, Compensation and Other Matters .....                              | 12 |
| 3.5 Funds Collected by Board .....                                               | 12 |
| 3.6 By-laws .....                                                                | 12 |
| 3.7 Adoption of Rules and Regulations.....                                       | 12 |
| 3.8 Meetings of the Owners .....                                                 | 13 |
| 3.9 Meetings of the Board .....                                                  | 13 |
| 3.10 Officers of the Board of Directors.....                                     | 13 |
| 3.11 Board's Determination Binding.....                                          | 13 |
| 3.12 Fines .....                                                                 | 13 |
| ARTICLE IV .....                                                                 | 13 |
| Rights, Powers and Obligations of the Association.....                           | 13 |
| 4.1 Rights, Powers and Obligations of the Association.....                       | 13 |
| 4.2 Alterations and improvements of Common Area and Adjoining Public lands ..... | 15 |
| 4.3 Right to Borrow and Service Debt.....                                        | 15 |
| 4.4 Books and Records.....                                                       | 15 |
| 4.5 Employment of Professional Manage .....                                      | 16 |
| 4.6 Execution of Agreements, Contracts, etc.....                                 | 17 |
| 4.7 Authority of Board to Lease or License .....                                 | 17 |
| 4.8 No Business Activity .....                                                   | 17 |

|                                                                    |    |
|--------------------------------------------------------------------|----|
| 4.9 Non-Liability of the Board .....                               | 17 |
| 4.10 Delegation of Power .....                                     | 17 |
| 4.11 Funds and Titles for the Owners .....                         | 17 |
| ARTICLE V .....                                                    | 18 |
| Restrictions on Land Use.....                                      | 18 |
| 5.1 Land Use and Building Type .....                               | 18 |
| 5.2 Swimming Pools .....                                           | 18 |
| 5.3 Piers; No Tennis Courts .....                                  | 18 |
| 5.4 Animals.....                                                   | 18 |
| 5.5 Signs .....                                                    | 18 |
| 5.6 Storage .....                                                  | 18 |
| 5.7 Vehicles .....                                                 | 18 |
| 5.8 Camping .....                                                  | 19 |
| 5.9 Fences .....                                                   | 19 |
| 5.10 Noxious or Offensive Activities .....                         | 19 |
| 5.11 Air Conditioners .....                                        | 19 |
| 5.12 Topography .....                                              | 19 |
| 5.13 Landscaping.....                                              | 20 |
| 5.14 Alteration of Drainage Patterns .....                         | 20 |
| 5.15 Maintenance of Parkways and Boundary Easements.....           | 20 |
| 5.16 Additional Rules and Regulations .....                        | 20 |
| 5.17 Owner's Individual) Maintenance Obligation .....              | 20 |
| 5.18 Notwithstanding any provision in the Declaration .....        | 21 |
| ARTICLE VI .....                                                   | 21 |
| Maintenance and Repair.....                                        | 21 |
| 6.1 Individual Responsibility of Owner .....                       | 21 |
| 6.2 Vacant Tots .....                                              | 23 |
| 6.3 Responsibility of association.....                             | 23 |
| 6.4 Liability for Damage to Property .....                         | 23 |
| ARTICLE VII .....                                                  | 23 |
| Architectural controls .....                                       | 23 |
| 7.1 Architectural Controls on Buildings and Other Structures ..... | 23 |
| 7.2 Exterior Additions or Alterations .....                        | 23 |

|                                                                               |    |
|-------------------------------------------------------------------------------|----|
| 7.3 Association Approval.....                                                 | 23 |
| 7.4 Right to Require Construction Bond .....                                  | 24 |
| 7.5 Undue Delays; Debris .....                                                | 24 |
| ARTICLE VIII .....                                                            | 25 |
| Rights in the Common Areas.....                                               | 25 |
| 8.1 General Use.....                                                          | 25 |
| 8.2 Members’ Easements of Enjoyment .....                                     | 25 |
| 8.3 Delegation of Use.....                                                    | 25 |
| 8.4 Alterations to Common Area .....                                          | 26 |
| 8.5 Storm Water Drainage and Retention Facilities .....                       | 26 |
| ARTICLE IX .....                                                              | 26 |
| Easements .....                                                               | 26 |
| 9.1 Perpetual Easements .....                                                 | 26 |
| 9.2 Perpetual Easement in Gross to Association .....                          | 26 |
| 9.3 Easements for Public Utilities, Sanitary and Storm Severs .....           | 27 |
| 9.4 Other Easements.....                                                      | 27 |
| 9.5 Easement Rights.....                                                      | 27 |
| 9.6 Easements, Municipal Authorities .....                                    | 27 |
| 9.7 Easements .....                                                           | 28 |
| 9.8 Easements Running with the Land.....                                      | 28 |
| ARTICLE X .....                                                               | 28 |
| Maintenance Assessments for Trinity Lakes.....                                | 28 |
| 10.1 Creation of the Lien and Personal Obligation for Assessments.....        | 28 |
| 10.2 Purpose of Assessments .....                                             | 29 |
| 10.3 Annual Assessments.....                                                  | 29 |
| 10.4 Procedures .....                                                         | 29 |
| 10.5 Change in Basis of Annual Assessments .....                              | 30 |
| 10.6 Special Assessments for Capital Improvement Maintenance Expenses.....    | 30 |
| 10.7 Quorum for any Action Authorized under Paragraphs 10.4, 10.5, 10.6 ..... | 31 |
| 10.8 Effect of Non-Payment of an Assessment.....                              | 31 |
| 10.9 Uniform Rate of Assessment .....                                         | 32 |
| 10.10 Forcible Entry and Detainer Further Remedies .....                      | 32 |
| 10.11 Mechanic’s Liens .....                                                  | 32 |

|                                                                       |    |
|-----------------------------------------------------------------------|----|
| 10.12 Subordination of the Lien to Mortgages.....                     | 32 |
| ARTICLE XI .....                                                      | 33 |
| Compliance, Breach of Covenants, and Default .....                    | 33 |
| 11.1 Rights and Remedies of Association .....                         | 33 |
| 11.2 Recovery of Suit Expense .....                                   | 34 |
| ARTICLE XII .....                                                     | 34 |
| Rights of First Mortgage Holders .....                                | 34 |
| 12.1 Notice .....                                                     | 34 |
| 12.2 Claims for Assessments.....                                      | 34 |
| 12.3 Sale of Common Area .....                                        | 34 |
| 12.4 Books and Records .....                                          | 35 |
| 12.5 Priority as to Proceeds .....                                    | 35 |
| ARTICLE XIII .....                                                    | 35 |
| Amendments to Declaration.....                                        | 35 |
| 13.1 Approval of Amendments.....                                      | 35 |
| 13.2 Termination of the Declaration.....                              | 35 |
| 13.3 Recordation of Amendments.....                                   | 35 |
| 13.4 Approval of Mortgagees .....                                     | 36 |
| 13.5 Notices with Respect to Amendment or Termination .....           | 36 |
| 13.6 Restriction on Alienation .....                                  | 36 |
| 13.7 Termination of Restrictions .....                                | 36 |
| 13.8 Validity of Amendment .....                                      | 36 |
| 13.9 Amendment Affecting the Rights of the Village of Oak Brook ..... | 36 |
| ARTICLE XIV .....                                                     | 36 |
| Village.....                                                          | 36 |
| 14.1 Association’s Failure to Perform Obligations.....                | 36 |
| 14.2 Village’s Right to Collect Costs .....                           | 37 |
| 14.3 Special Service Districts.....                                   | 37 |
| ARTICLE XV .....                                                      | 38 |
| General Provisions .....                                              | 38 |
| 15.1 Notices – In General.....                                        | 38 |
| 15.2 Non-Waiver Except by Written Instrument .....                    | 38 |
| 15.3 Liberal Interpretation.....                                      | 38 |

|                                                                           |    |
|---------------------------------------------------------------------------|----|
| 15.4 Rule Against Perpetuities .....                                      | 39 |
| 15.5 Partial Invalidity – Severability .....                              | 39 |
| 15.6 Gender, Usage of Singular and Plural Forms and Other Usage .....     | 39 |
| 15.7 Captions .....                                                       | 39 |
| 15.8 Recordation.....                                                     | 39 |
| 15.9 Conflicts Between Declaration and Village Ordinance Provisions ..... | 39 |
| BOARD MEMBER SIGNATURE PAGE .....                                         | 41 |
| EXHIBIT A.....                                                            | 42 |
| BY-LAWS.....                                                              | 47 |
| AFFIDAVIT OF SECRETARY .....                                              | 68 |

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR TRINITY LAKES ESTATES**

THIS AMENDED AND RESTATED DECLARATION ("Declaration") of Covenants, Conditions and Restrictions for Trinity Lakes Estates ("Association") has been approved by two-thirds of the Board of Directors of the Association pursuant to Section 1-60 of the Illinois Common Interest Community Association Act ("Act"). This Declaration shall serve the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Trinity Lakes Estates which was recorded as Document No. R93-256854 on November 8, 1993 in the Office of the Recorder of Deeds for DuPage County, Illinois against the property legally described in Exhibit A attached hereto ("Property" or "Subject Property").

**WITNESSETH:**

WHEREAS, the Trinity Lakes Improvement Association has been developed as a residential community; and

WHEREAS, each Lot has been subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in the Original Declaration and any amendments thereto; and

WHEREAS, in order to promote the efficient preservation of the values and amenities in said community, an association was created to which was delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Amended and Restated Declaration;

NOW, THEREFORE, the Association hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with, the property submitted thereto and be binding on and inure to the benefit of all parties having

any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

## **ARTICLE I**

### **Definitions**

1.1 "Acceptable Technological Means" shall mean 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 "Act" shall mean the Common Interest Community Association Act, as amended from time to time.

1.3 "Association" shall refer to the TRINITY LAKES IMPROVEMENT ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.

1.4 "Board" shall refer to the Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association, and the By-Laws thereof.

1.5 "By-Laws" shall refer to the By-laws of the Association.

1.6 "Common Area" shall refer to all the real property and improvements thereon, owned by the Association for the common use, enjoyment and convenience of the members of the Association. Such Common Area shall include, but not be limited to, such retention lakes, drainage and other retention facilities, bicycle paths (except as may be dedicated for public use by easement or conveyance), pedestrian pathways, cul de sacs, entrance areas at 31st Street and Trinity Lane, and St. Joseph's Drive and Midwest Road in Oak Brook, open space or as may be constructed thereon.

1.7 "Common Expenses" shall refer to the expenses of administration (including management and professional services), maintenance, operation, repair, replacement and landscaping of the Common Area, any expenses designated as Common Expenses by this Declaration or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all of the Members of the Association, including, but not limited to, the cost of maintaining pathways, lakes and storm water detention and retention systems.

1.8 "Declaration" shall refer to this Declaration and any amendments made thereto.

1.9 "Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved,

and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

1.10 "Lot" shall refer to any lot of record (including out lots), designated as such on a plat of subdivision for all or a part of the Property, which is placed of record in the Office of the Recorder of Deeds of DuPage County and the single-family detached residence, if any, constructed thereon.

1.11 "Member" shall refer to every person or entity who is an owner of a Lot and has paid in full all assessments and special assessments prior to or on the due date for payment; provided, however, that any failure to pay such assessments shall not relieve any person or entity from the obligations contained in this Declaration.

1.12 "Owner" shall refer to the record owner (or the beneficiaries of a Land Trust which may be a record owner) whether one or more persons or entities, of a fee simple title to any Lot as defined herein (or shall otherwise become subject to the terms hereof), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.13 "Person" shall refer to an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.14 "Prescribed Delivery Method" shall mean ailing, 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.

1.15 "Property" shall refer to that portion of the real property described on Exhibit "A" as may, from time to time, be subjected to the terms of this Declaration, and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

1.16 "Record" shall mean to record a document in the Office of the Recorder of Deeds of DuPage County, Illinois.

## **ARTICLE II**

### **General Purpose of this Declaration**

2.1 Statement of Purpose: The purpose of this Declaration and of the covenants and restrictions contained herein, is to insure a use and development of the Property consistent with the desire and intention of the Association to maintain a residential community of high quality, to protect the owners therein against use of the Property or of any part of the Property inappropriate to a fine residential community and incompatible with the proper enjoyment of such a community;

to prevent the construction of buildings which because of their design or construction or materials, are not in aesthetic harmony with other buildings on the Property; to encourage the construction of fine quality homes compatible with the architectural character of the Property; to make certain that homes are so located on sites within the Property that each home enjoys light, air, and free and open space; to protect Owners against any improper use of proximate lots as may depreciate the value of their property; to insure that the Property is at all times carefully and efficiently maintained and that the facilities, lawns, lakes, walks and 'open spaces are always so maintained and operated that they may be enjoyed and used with comfort and pleasure by the Owners. It is the purpose of the Declaration, in general, to provide that the Property will be so managed, maintained and preserved, that it will at all times be regarded as a residential community of outstanding excellence,

2.2 Burden Upon the Property: This Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Lot or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws of the Association.

2.3 Nonseverability of Rights: The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a lot as more specifically set forth below, and may not be severed or alienated from such ownership.

### **ARTICLE III**

#### **Trinity Lakes Improvement Association Members, Owners, Board of Directors**

3.1 The Association: The Association has been organized under the Illinois Not For Profit Corporation Act and the Common Interest Community Association Act, as amended from time to time, so that the corporation is able to function under this Declaration. The Association shall be the governing body for all of the Owners and for the administration and operation of Trinity Lakes Estates as provided in this Declaration and the By-Laws.

#### 3.2 Membership:

(a) There shall be only one class of membership in the Association. The Owner of each Lot shall be a Member of the Association, but there shall be only one Member per

Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten days after such change.

(b) One individual shall be designated as the "Voting Member" for each Lot. The Voting Member, or his proxy, shall be the individual who shall be entitled to vote at meetings of the Owners. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and, if in the case of multiple individual Owners, no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot. The Association shall have the right to suspend the voting rights of any Member thus, rendering such Voting Member an "ineligible" Member for voting purposes, for any period during which any assessment levied by the Association against the Member's Lot remains unpaid for more than thirty (30) days after the mailing of such assessment and for any period during which the Member is in default under any of the terms of the Declaration, including, but not limited to, those terms relating to architectural review of improvements as set forth in Article VII.

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 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 (4) by any electronic or acceptable technological means.

3.3 Board of Directors: The Board of Directors of the corporation (the "Board") shall be the final administrative authority, and all decisions of the Board with respect to the administration of the Association and of the Property shall be binding. All rights, titles, privileges, and obligations vested or imposed upon the Association shall be held and performed by the Board: provided, however, that the Board may delegate certain of its duties to one or more committees which shall

carry out such duties in accordance with this Declaration. The Board shall be elected from time to time and governed in all respects in accordance with the By-Laws of the Association.

3.4 Vacancies, Compensation and Other Matters: Members of the Board shall receive no compensation for services. 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. The Board shall act by majority vote of those present at its meetings when a quorum is present.

3.5 Funds Collected by Board: All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and the By-Laws and shall be deemed to be held for the benefit, use and account of all Owners. Said funds shall be administered pursuant to the provisions of this Declaration and the By-Laws.

3.6 By-laws: The By-Laws of the corporation shall govern the Association and its Board absolutely. As a member of the Association, each Owner hereby covenants and agrees to be bound by the provisions of the By-Laws of the Association as such may be properly adopted, altered, or amended from time to time pursuant to the terms hereof.

3.7 Adoption of Rules and Regulations: The Board may from time to time adopt rules and regulations governing the Common Area and use of the Common Area by the Owners and by all other persons ("Rules and Regulations"). All users of the Common Area and all use of the Common Area shall comply with the Rules and Regulations, and no use shall be made of the Common Area by any person which does not comply with the Rules and Regulations. Although the Rules and Regulations shall apply to, and be effective throughout, Trinity Lakes Estates, including the Lots located therein, the rights, powers and duties of the Board shall be primarily concerned with the Common Area, and the primary responsibility of the Board is the management and the operation of the Common Area and enforcement of the provisions of this Declaration. The Rules and Regulations to be adopted by the Board in respect of the Common Area and Lots may cover, among other things and without limitation, matters pertaining to use, admission of guests, pets, discipline and disciplinary measures against violators of said Rules and Regulations.

3.8 Meetings of the Owners: The Owners shall meet annually in accordance with the By-Laws adopted by the Board for the purpose of electing Directors at a date, time and place in DuPage County to be designated by the Board.

3.9 Meetings of the Board: The Board shall meet annually promptly after the annual meeting of Owners at a place in DuPage County to be designated by the Board for the purpose of electing officers and transacting any other business which may properly come before the annual meeting. In addition to the said annual meeting, the Board may hold special meetings when business before the Board makes it necessary. Special meetings of the Board may be called by the president, by 25% of the members of the Board, or by any other method that is prescribed in the community instruments. Special meetings of the members may be called by the President or by the Board or by not less than twenty (20%) percent of the members, the notice for which shall specify the matters to be considered at such special meeting. In response to a proper request by the Owners, the Board shall set a suitable date for a special meeting and shall give not less than 10 days' notice to each Owner, of the date, time and place of the special meeting.

3.10 Officers of the Board of Directors: The Board shall elect from among its members a President, a Secretary and a Treasurer or such other officers designated in the By-laws. Each officer shall perform the duties which commonly attach to the office he or she holds and as set forth in the By-laws.

3.11 Board's Determination Binding: In the event a disagreement arises between Owners related to the Property or the interpretation and application of this Declaration, the By-Laws or the Rules and Regulations, the review and determination thereof by the Board shall be final and binding upon each and every Owner.

3.12 Fines: The board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from members or unit owners for violations of the declaration, bylaws, operating agreement, and rules and regulations of the common interest community association.

## **ARTICLE IV**

### **Rights, Powers and Obligations of the Association**

4.1 Rights, Powers and Obligations of the Association: For the benefit of all the Owners, the Association, acting through its Board of Directors, shall have all powers relating to the maintenance, repair, improvement, management, and operation of the Property including, but not

limited to, the powers set forth in this Article IV, and all the rights and powers set forth in Article VIX hereof. The power of the Association, acting through its Board of Directors, shall include the power to acquire and pay out funds as hereinafter provided, for the following Common Expenses:

(a) Management services.

(b) Water, waste removal, if any, operating expenses, electricity, telephone and other necessary utility services for the Common Area.

(c) Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable, insuring the Association itself, its manager, if any, agents and employees, the Owners, including each member of the Board personally, from any liability in connection with the Common Area or the lakes, streets, bikepaths, sidewalks and public spaces adjoining the Common Area. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) General real estate taxes, assessments or other charges of governmental bodies against the Common Area (hereinafter referred to as "taxes").

(f) The services of any person or firm employed by the Board on behalf of the Association. The Board may employ the service of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other.

(g) Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement in the Common Area, and acquisition of such furnishing and equipment for the Common Area as the Board shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Area.

(h) Any other materials, supplies, equipment, labor, services, maintenance, repairs, structural alterations or assessments, tax or otherwise, which the Association is required to secure or pay for pursuant to the terms of this Declaration or the By Laws or which, in the

Board's opinion, shall be necessary or proper for the maintenance and operation of the Common Area or for the implementation of this Declaration.

(i) All funds collected hereunder shall be held and expended for the purposes designated herein.

4.2 Alterations and improvements of Common Area and Adjoining Public lands: The Association shall have the right to make or cause to be made alterations, capital improvements or additions to the Common Area. In addition, the Association shall have the right, at the discretion of the Board, to make alterations and improvements to public areas adjoining the Lots and Common Area and located within Trinity Lakes Estates. The costs of such alterations and improvements shall be assessed as Common Expenses in the manner hereinafter set forth.

4.3 Right to Borrow and Service Debt: Right to Borrow and Service Debt: Subject to the following, the Association shall have the power to borrow funds and in connection therewith to grant a security interest in all or any part of the Common Area for the purpose of making capital improvements to the Common Area, public rights-of-way and public easements. The Association shall further have the power to levy assessments as set forth in Article X and to authorize disbursements from any reserve or contingency fund established by the Board necessary to service such a debt. In no event, however, may the Association borrow funds unless ten days' prior notice of a special meeting of the Association shall be given and three-quarters (3/4) of the eligible Members of the Association, in person or by proxy at such meeting shall have approved such borrowings.

4.4 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 in a common interest community subject to the authority of the board, their mortgagees, and their duly authorized agents or attorneys:

- (i) Copies of the recorded declaration, other community instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the board shall be available. Prior to the organization of the board, the developer

shall maintain and make available the records set forth in this paragraph (i) for examination and copying.

- (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 seven 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.
- (vii) Any reserve study.

Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the board.

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

Upon ten days' notice to the Association and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner for Common Expenses.

4.5 Employment of Professional Management: The administrative duties of the Board may be performed by a manager (which may be a professional management firm) employed by the

Association, and the Association has the right to pay reasonable compensation to a manager so employed.

4.6 Execution of Agreements, Contracts, etc.: All agreements, contracts, vouchers for payment of expenditures and other instruments shall be signed on behalf of the Association by the President of the Board, or by such other persons and in such manner, as from time to time may be determined by the Board.

4.7 Authority of Board to Lease or License: The Board shall have the authority to lease or to grant licenses or concessions with respect to the Common Area, when reasonably deemed to be in the best interests of the Owners, subject to three-quarters (3/4) approval of the eligible Members of the Association, in person or by proxy, presented at a meeting of the Association called for such purpose.

4.8 No Business Activity: Nothing in this Declaration shall be construed to give the Association authority to conduct a business for profit on the Common Area or any part hereof.

4.9 Non-Liability of the Board: The Board shall not be personally liable to the Owners or to any others for any mistake in judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith. The liability of the Owners based upon a contract made by the Board, or based upon the Owners' agreement to indemnify and hold harmless, shall be several, and not joint, and no Owner shall be liable for more than his equal proportionate share of any such contract or indemnity liability. The indemnity herein provided for shall extend to and be operative in favor of the Manager and all other agents and employees of the Association.

4.10 Delegation of Power: The maintenance, repair, improvement, management and operation of the Common Area shall be the responsibility of the Association, but the Association has the right to delegate to the Manager or others, such authority and duties as may be granted and imposed upon the Board by this Declaration.

4.11 Funds and Titles for the Owners: All funds and all properties acquired by the Association, and the proceeds thereof, shall belong to the Owners and shall be held for the benefit of the Owners subject to this Declaration for the purposes herein stated.

## **ARTICLE V**

### **Restrictions on Land Use**

5.1 Land Use and Building Type: All Lots in the Property shall be used for single-family private residence purposes only, and no dwellings other than a single-family private residence shall at any time be constructed or maintained. No regular business of any kind or nature, whatsoever, shall be permitted on any Lot in the Property except as may also be specifically allowed for R-1 Single-Family Detached Residence classifications under the Zoning Ordinance of the Village of Oak Brook in effect on the date hereof; provided, however, that in no event shall any sign or any advertisement be permitted on any Lot or other Property. No structure shall be permitted on any Lot without prior architectural approval as set forth in Article VII hereof.

5.2 Swimming Pools: A swimming pool located on any Lot shall be screened from any interior street by appropriate fencing and landscaping as approved by the Architectural Control Committee established by the Board. No swimming pool shall be constructed above ground level.

5.3 Piers; No Tennis Courts: Except for those structures which exist as of the date hereof, no Owner may construct a ramp, dock, deck or pier over, into or up to any lake in the Common Area. No Owner may construct or maintain a tennis court or paddle tennis court on any Lot.

5.4 Animals: No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere on the Property, except that dogs, cats and other common household pets shall be allowed (for other than commercial purposes), subject to such rules and regulations as may be enacted by the Board from time to time. Any pet causing or creating a nuisance or unreasonable disturbance in the opinion of the Board may be, by written notice, prohibited from entering upon the Common Area.

5.5 Signs: No signs of any kind shall be erected, placed or permitted to remain on the Property, except a family name designation which may be placed on a Lot in accordance with rules and regulations adopted by the Architectural Control Committee, or a "for sale" sign of customary size and as specifically allowed under applicable zoning ordinances.

5.6 Storage: No rubbish, storage piles, trash, garbage or material shall be dumped or allowed to remain on the Property at any time except as shall be necessary to facilitate its pick up and disposal. All such storage shall be screened from view and shall otherwise be subject to such rules and regulations as may be enacted by the Board from time to time.

5.7 Vehicles: - Except for private passenger automobiles or passenger vans, the operation of any motorized vehicle, including any motorcycle, minibike or snowmobile, on the Property is

prohibited. Except for private passenger automobiles or passenger vans, no boat, camper, trailer, truck, commercial vehicle, motorcycle, minibike, snowmobile, motor home or other vehicle shall be stored or parked on the Property (permanently or temporarily) other than in an enclosed garage. The term "commercial vehicle" shall include all automobiles, trucks or vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking.

5.8 Camping: Tents, temporary shacks, cooking, and camping shall be prohibited on the Common Area, except in such areas as may be designated, and subject to such rules and regulations as may be promulgated by the Board.

5.9 Fences: No fence or obstructions of any kind shall be erected, removed or relocated anywhere within the Property or Common Area unless such shall be specifically approved by the Board.

5.10 Noxious or Offensive Activities: No noxious or offensive activities shall be conducted anywhere on the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners. Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

(a) The burning of refuse on a Lot (except as the burning of leaves may be permitted by Ordinance of the appropriate municipal authority):

(b) The placement of exterior television or radio antennae, poles, wires, rods, satellite dishes, or other devices in connection with the reception or transmission of any television, radio or any other electrical signal, except within buildings or structures on the Property, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground;

(c) The hanging of laundry or other articles, or the erection of laundry drying equipment outside a residence; and

(d) The placement of "For Sale" or "For Rent" signs, advertising or other displays on any part of the Property except at such location and in such form as shall be determined by the Board or the Architectural Control Committee.

5.11 Air Conditioners: No through-the-wall or through-the-window air conditioners shall be permitted. any air conditioning shall be of the "central" type.

5.12 Topography: No grading, cutting, filling, stockpiling or alteration of any grade shall be permitted anywhere within the Property unless specifically approved by the Board.

5.13 Landscaping: No tree or shrub shall be removed from the Common Area without the express consent of the Board. No planting of any kind shall be placed on any Lot in such a manner as to interfere with the use of neighboring lots or the Common Area, or to present any visual safety hazard, and foliage and landscaping shall be neatly maintained. Further, each Owner shall keep his Lot free from weeds and shall not permit any unsightly plants, underbrush or plants breeding infectious plant diseases or noxious insects to remain on his Lot.

5.14 Alteration of Drainage Patterns: No structure, facility or plantings shall be constructed or placed on the Property, nor shall any existing structure or facility be altered in any manner that alters the drainage pattern of the Property. The foregoing notwithstanding, where there exists on any Lot or Lots a natural condition or accumulation of storm or surface water remaining over an extended period of time, the Owner may with written approval of the Board, take such steps as shall be necessary to remedy such condition, provided that no alteration or diversion of such natural flow proposed by the Owner will cause damage to other property, either inside or outside the confines of the Property.

5.15 Maintenance of Parkways and Boundary Easements: The Owners of Lots shall be responsible for the maintenance of (a) the parkways located between their Lot lines and the edge of the street pavements on which said Lots abut; (b) the lake shores, if any, that form Lot lines; and (c) the landscape easements, if any, on Lots located on the peripheral boundaries of the Property. Nothing in this Paragraph 5.15 shall be construed to prohibit the Association from landscaping and maintaining said parkways, shorelines, or easements,

5.16 Additional Rules and Regulations: The Board may, from time to time, adopt and amend additional rules and regulations governing the operation, maintenance, beautification and use of the Lots not inconsistent with the terms of this Declaration as it sees fit, and the Owners shall conform and abide by such rules and regulations. Written notice of such rules and regulations shall be given to all Owners. A violation of such rules and regulations shall be deemed a violation of the terms of this Declaration.

5.17 Owner's Individual Maintenance Obligation: As provided in Article VI, each Owner is responsible for the maintenance of his Lot and the improvements thereon except as otherwise provided in Paragraph 4.1 herein. This responsibility shall be known as "Owner's Maintenance Obligation". If any Owner defaults in his Owner's Maintenance Obligation, the Association is hereby granted all rights and powers necessary to perform such reasonable repairs, maintenance,

rehabilitation or restoration as may in the Association's opinion be reasonably necessary to correct such default. All costs and expenses incurred in the performance of any such work shall be charged to the defaulting Owner, and shall constitute a lien against said Owner's Lot.

5.18 Notwithstanding any provision in the Declaration, By-Laws, 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 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 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 herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

## **ARTICLE VI**

### **Maintenance and Repair**

6.1 Individual Responsibility of Owner: Each Owner of a Lot in Trinity Lakes shall provide at his own expense and be liable for the following:

- (a) All of the maintenance, decorating, repairs and replacement as to his own Lot. Owner shall keep same in good condition, other than as specified in Paragraph 4.1 herein.

(b) Final grading on each Lot, including installation and maintenance of surface water drainage swales as shown on the final engineering plans, as approved by the Village of Oak Brook. Owner shall not alter said grading. Owner shall not alter or interfere with any water detention storage area on Owner's Lot. In addition, all Owners of Lots on which storm detention easements are located are subject to the following restrictions running with said lots, to-wit:

(1) All lots on the Property shall be known and described as residential lots and no improvements shall be made in or upon the water detention area easements as described in the Plat of Subdivision, except for landscape installation of trees, shrubs, bushes and grass and the installation of underground utility lines,

(2) Each Owner shall be responsible for maintaining the water detention area easements applicable to Owner's lot in such manner as to insure the free and uninterrupted flow of storm water through the drainage system of Trinity Lakes, and shall not destroy or modify grades or slopes without having first received prior written approval of the Village of Oak Brook.

(3) In the event any Owner fails to maintain properly the water detention area easements as required in this Article, the Association and the Village of Oak Brook shall, upon ten (10) days' prior written notice, reserve the right to perform, or have performed on its behalf, any maintenance work to or upon the water detention area reasonably necessary to insure adequate storm water storage and free flow of storm water through the water detention easement area.

(4) In the event the Village of Oak Brook Shall be required to perform, or have performed on its behalf, any maintenance work to or upon the water detention area easement, the cost together with the additional sum of ten percent (10%) shall, upon recordation of a notice of lien within sixty (60) days of completion of the work, constitute a lien against Owner's Lot which may be foreclosed by an action brought by or on behalf of the Village of Oak Brook.

(5) The aforesaid restrictions and covenants, and each and every one of them, are hereby expressly made an essential part of this Declaration, and shall be and remain of perpetual efficacy and obligation in respect to the said Property and the parties herein designated, their and each of their successors, heirs and assigns.

(c) Pay any normal or customary building permit, tap—on or connection fees.

6.2 Vacant Lots: The Owner of a vacant Lot shall grade, seed, and maintain his Lot, including, but not limited to, the removal of noxious weeds and dead trees, in accordance with the rules and regulations of the Association and the Village of Oak Brook. If such Owner fails to maintain such vacant Lot, the Association may conduct such maintenance and assess the Owner for the reasonable cost thereof.

6.3 Responsibility of association: The Association shall be responsible for the maintenance, repair and replacement of the Property as specified in Paragraph 4.1 of this Declaration.

6.4 Liability for Damage to Property: Each Owner may be liable for the expense to the Association of any maintenance, repair or replacement of any of the Property, including, but not limited to, any and all public improvements, lakes, the storm water detention facilities and structures, surface water drainage ways, curbs, gutters, street lights, street signs, survey stakes, markers and monuments, rendered necessary by his act, neglect or carelessness or by that of any member of his family or his guests, employees, contractors, subcontractors, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## **ARTICLE VII**

### **Architectural controls**

7.1 Architectural Controls on Buildings and Other Structures: It is understood and agreed that the purpose of the architectural controls set forth herein is to secure an attractive, harmonious residential development. Therefore, no building, fence, wall or other structure shall be erected or maintained upon the Property except such as are installed or approved by the Board in connection with the initial construction of the Property, or except as authorized and approved pursuant to Paragraph 7.3 below.

7.2 Exterior Additions or Alterations: No new structure, ancillary building or fence shall be constructed on any Lot nor shall any addition to, change or alteration of the exterior, including, but not limited to, colour of any structure or building located on a Lot be permitted except as shall be approved pursuant to Paragraph 7.3 below.

7.3 Association Approval: If an Owner desires to alter, add or change the exterior of any structure or building located on his Lot in any manner, or construct a new structure, ancillary

building, fence or wall upon his Lot, then, such Owner shall submit plans and specifications showing the nature, kind, height, shape, material, colour scheme and proposed location and landscape plan of the same to the Board, or to an Architectural Control Committee (herein "Committee") of not less than three (3) members as may be appointed by the Board. The Board or Committee shall consider any such request on the basis of its harmony of external design and location in relation to surrounding structures and topography, and shall, further, within forty-five (45) days after the submission of such plans and specifications approve or disapprove any such request in writing. The Committee appointed by the Board shall furnish the Board with a copy of its approval or disapproval. In the event such plans and specifications are disapproved, the Committee shall specify the reasons therefor. In the event the Committee fails to so approve or disapprove such a request within forty-five (45) days after such Plans and specifications are submitted, such request will be deemed approved. The Board may charge a reasonable fee for administering the review process. Failure of an Owner to obtain Association approval as required by this Paragraph 7.3 shall constitute a default under this Declaration. The Association shall, in that event, have the right to pursue all remedies set forth in Article XI.

7.4 Right to Require Construction Bond: In the event that the Association, through its Board of Directors, approves a proposed improvement or addition or modification on a Lot in Trinity Lakes as set forth in Paragraph 7.3 above, the Association may, at its sole option, require the Owner to purchase a construction bond in favor of, or deposit a cash bond with, the Association in an amount reasonably set by the Board from time to time. Failure to complete the construction in strict accordance with the approval granted by the Association could result in the forfeiture of part or all of the construction bond.

7.5 Undue Delays; Debris: An Owner shall use best efforts to cause the construction process to proceed as expeditiously as possible. If the Board determines that an Owner has abandoned the construction process or the Owner otherwise allows unreasonable delays in the construction process, the Association may draw upon the construction bond required under Paragraph 7.4. If an Owner fails to maintain and keep in a safe and clean manner any Lot during the construction process for more than five (5) days, the Board may cause such Lot to be cleaned and bill the Owner for the cost thereof and draw upon the construction bond if such bill is not paid in full within five (5) days. Within five (5) days after a draw on the construction bond, the Owner shall be required to increase the amount of the construction bond to its balance prior to the date on

which the Board made a draw. The Board may impose such additional penalties as it deems advisable for a violation of this Paragraph, including the assessment of a penalty equal to one and one-half (1½) times the cost of such clean-up.

## **ARTICLE VIII**

### **Rights in the Common Areas**

8.1 General Use: The Common Area is hereby restricted to recreational uses, ingress, egress, utility, drainage and retention and ancillary uses and structures relating thereto, all for the benefit of the Owners. Maintenance, repairs, replacement, payment of taxes and general administration of the Common Area shall be the responsibility of the Association acting through the Board, and the costs thereof shall be paid from the assessments as established below.

8.2 Members' Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members.

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said property; provided that the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder and shall be subject to the terms outlined in Article IV, Section 4.3 of the Declaration.

(c) The right of the Association to suspend the voting rights and right to the use of all or any portion of, the Common Area by a Member for any period established by the Association for any infraction of its published Rules and Regulations or the failure to pay assessments.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the Members.

8.3 Delegation of Use: Any Member may delegate, in accordance with the By-Laws and Rules and Regulations of the Board, his right of enjoyment to the Common Area (other than the right to vote) to the members of his family, his tenants, guests, invitees or contract purchasers who reside on the Property.

8.4 Alterations to Common Area: No Owner shall make any alterations to the Common Area or public areas adjoining the Lots and Common Area. In addition to any repair or reconstruction of the Common Area paid from insurance proceeds, the Board may authorize as Common Expenses any alterations, capital improvements or additions to the Common Area and public areas adjoining the Lots and Common Areas.

8.5 Storm Water Drainage and Retention Facilities: There may now exist or in the future be established certain easements for storm water drainage, detention or retention, which easements shall be for the benefit of or appurtenant to the property owned by the Owners and/or the Association. Notwithstanding the fact that such easement property may not be subjected to the terms of this Declaration, the easements shall, for maintenance purposes, be deemed Common Area and shall be maintained by the Association in accordance with the terms of any such easement, grant or assignment, with the expense of such maintenance deemed a Common Expense subject to assessment as provided herein. Notwithstanding the foregoing, no Owner of a Lot may cross, nor transport or maintain equipment on, any Common Area or public area adjoining a Common Area for the purpose of pumping or otherwise removing water from any lakes or ponds for) the purpose of irrigation or otherwise.

## **ARTICLE IX**

### **Easements**

9.1 Perpetual Easements: Perpetual easements are hereby established in the Common Area for the use and enjoyment of said area by all Owners, their families, guests, invitees and others where a right to use or enjoy the Common Area is derived from the Owners. Each Owner, and all persons whose rights are derived from an Owner, has an easement freely to make all reasonable and proper use of the Common Area subject to the Rules and Regulations.

9.2 Perpetual Easement in Gross to Association: The Common Area shall be subject to a perpetual easement in gross to the Association for the purpose of enabling and permitting the Association properly to perform its duties and responsibilities. The Association further has a perpetual easement in gross to enter upon a Lot where reasonably necessary in the judgment of the Association for the purpose of properly performing or executing a duty or responsibility of the Association in respect of other Owners, or of the Owners generally, or of the Common Area. Without limiting the above easement in gross, the Association has a perpetual easement in the Common Area and the Lots for the purpose of installing, repairing, maintaining, and inspecting

the storm water detention systems, lake shores, pathways or any other systems which the Association has the duty or responsibility to operate or maintain for the benefit of the Owners or the Association.

9.3 Easements for Public Utilities, Sanitary and Storm Severs: The Association has the right to establish easements over portions of the Property for sanitary and storm sewers and for all other public utility purposes including electricity, gas, water, cable television, and telephones, and the Association has the right, in connection with such grants of easements, to grant the right and power to do all things necessary or appropriate in connection with said grant of easements, including, but without limitation, the right of maintenance, repair and replacement. The Association is fully authorized and empowered to execute and deliver any and all documents necessary to implement these provisions, and the Owners shall be deemed to have approved and confirmed such documents, and to be bound thereby. No building shall be erected nor any paving laid within any utility easement area. Any Owner who places any trees, shrubs or fences on any utility easement area shall do so at his own risk. Such Owner shall be responsible for the repair and maintenance of any trees, shrubs or fences placed on such utility easement area unless the responsibility for the same is otherwise provided for in a separate agreement between the Owner and the grantee of the easement.

9.4 Other Easements: Easements for surface drainage swales and detention in and along the streets and other locations and easements to the Village of Oak Brook, Illinois, for the planting and maintaining of trees, shrubs, grass and other landscaping and the maintenance of parkways in and along the streets may be granted as shown on any plat or document or record filed from time to time in connection with the Common Area.

9.5 Easement Rights: The Association, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted, including the right to clear said easement areas of trees, or shrubs, or any building, fence, structure or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

9.6 Easements, Municipal Authorities: Police, fire, water, health, and other authorized municipal officials, employees and vehicles shall have the right of ingress and egress to the Property for performance of official duties.

9.7 Easements: Easements for public utilities shall be created by the recording of separate Plats of Easements, each of which shall show the location, within the Common Area and within any lots covered by such subsequent Plats of Easements, of the easements being newly created. The utility easements created by the filing of Plats of Easements shall be deemed to have been created upon and subject to, all of the terms and conditions of the Plat of Subdivision of Trinity Lakes Estates and initial Grants of Easements to the respective utilities or services, so that upon the recording of a Plat of Easements subsequent to the recording of the Plat of Subdivision of Trinity Lakes or an initial Grant of Easements, each utility or service company shall forthwith have all the rights, powers and obligations contained in said Plat of Subdivision of Trinity Lakes or the initial Grant of Easements, as fully and as effectively as if all the terms of said Grant of Easements were contained within the subsequently recorded Plat of Easements.

9.8 Easements Running with the Land: All easements herein described are easements appurtenant and shall run with the land perpetually. As to any Property that is subject to the terms of this Declaration, reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation or transfer, to the easements, covenants and restrictions contained herein shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though said easements, covenants and restrictions were fully recited and set forth in their entirety in such documents.

## **ARTICLE X**

### **Maintenance Assessments for Trinity Lakes**

10.1 Creation of the Lien and Personal Obligation for Assessments: Each Owner of a Lot in Trinity Lakes Estates by acceptance of a deed or other document of conveyance therefor, whether or not it shall be so expressed in any deed or other document of conveyance, covenants and agrees to pay to the Association annual assessments and special assessments. Such assessments shall be fixed, established and collected from time to time as hereafter provided. That annual and special assessments together with such late charges and interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such late charges and interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due.

10.2 Purpose of Assessments: The assessments levied by the Association shall be used for any purposes of the Association as specified in this Declaration or its Articles of Incorporation.

10.3 Annual Assessments: The Association, through the Board, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Association to exercise its powers and duties and to fulfil its responsibilities as delineated herein. Each member shall receive through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adoption thereof by the board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

The board shall provide all members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The board shall (i) make available for review to all members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the association.

If an adopted budget or any separate assessment adopted by the board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the common interest community association, upon written petition by members with 20% of the votes of the association delivered to the board within 14 days of the board action, shall call a meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

10.4 Procedures: The Board shall determine the amount of the annual assessment against each Lot for each assessment year. Such assessment shall be approved by the members of the Board at a meeting duly called for this purpose at which a quorum is present. The Board shall notify in writing each Member of the Association of the amount of the annual assessment against the Member's Lot no later than December 15 of each year. The annual assessment shall be paid by each Member on or before thirty (30) days after date of mailing of the notice of assessment. The

Board shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

10.5 Change in Basis of Annual Assessments: The Board may change the amount and/or basis of the annual assessment during any assessment year, provided, however, that if the subsequent annual assessment increase exceeds twenty percent (20%) of the previous year's annual assessment, the Board of Directors shall be required to do the following:

- i. call a meeting of the Association with notice of not less than ten (10) days nor more than thirty (30) days; and
- ii. outline the purpose of the meeting in the meeting notice as a discussion and vote on the annual assessment increase; and
- iii. hold a vote at the meeting whereby approval of the annual assessment increase shall occur only upon a majority approval of the eligible Members of the Association, in person or by proxy, to the increase in annual assessments.

10.6 Special Assessments for Capital Improvement Maintenance Expenses: In addition to the annual assessments authorized by Paragraph 10.3 hereof, the Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction Or unexpected repair or replacement of any of the parkways, pathways, median strips, entrance monuments, storm water management facilities or any capital improvements to the Common Area provided that: a) any such assessment shall be approved by sixty-six percent (66%) of the members of the Board at a meeting duly called for this purpose at which a quorum of the Board is present; and b) if such special assessment shall exceed in any calendar year an amount greater than sixty (60%) percent of the annual assessment for the preceding year, such special assessment shall be approved by sixty-six percent (66%) of the eligible Members, in person or by proxy, at a meeting of the Association called for such purpose and notice of any such meeting to consider such a special assessment shall be given to all Members at least 10 days prior to such meeting.

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

10.7 Quorum for any Action Authorized under Paragraphs 10.4, 10.5, 10.6: The quorum required for any action authorized by Paragraphs 10.4, 10.5 and 10.6 hereof shall be the presence in person at the meeting of the Board that number of directors having a majority of the total votes that could be cast by the Board. If the required quorum is not present at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

10.8 Effect of Non-Payment of an Assessment: If any annual or special assessment is not paid within thirty (30) days after the date of mailing, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees as hereinafter provided, thereupon become a continuing lien on the Lot and an equitable charge running with the land touching and concerning it, which shall bind said Lot in the hands of the then Owner, his heirs, devisees, personal representatives, assigns, successors, and grantees and the limitation on the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If title to a Lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record Owners, provided that it shall be subordinate to an assignment of rents held by a mortgagee delivered in connection with a first mortgage loan to purchase the Lot.

If an assessment is not paid within thirty (30) days after the date of mailing, the assessment shall bear interest from the date of delinquency at one and one-half percent (1 1/2%) per month or the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois,

whichever rate shall be higher. In addition, the Association may levy a late charge equal to five dollars for each month or portion of a month after the due date, in which the assessment is not paid. The Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment, late charges and interest all the costs of preparing, and filing the complaint and maintaining and concluding such: action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such, judgment or decree shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with all costs of the action; The venue for all legal actions shall be in DuPage County, Illinois. The persons in possession shall be authorized to accept summons for the Owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Association, the trustee shall furnish the Association with a certified copy of the trust agreement so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the annual and special assessments.

10.9 Uniform Rate of Assessment: Annual, supplemental and special assessments must be fixed at a uniform rate for all Lots.

10.10 Forcible Entry and Detainer Further Remedies: In the event of any default by any Owner in the performance of his obligations under this Declaration, By-Laws, or rules or regulations of the Board, the Board, or its agents, shall have such rights and remedies in addition to those provided or permitted by law, including the right to take possession of such Owner's interest in the Property for the benefit of all other Owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes Chapter 57).

10.11 Mechanic's Liens: The Board may cause to be discharged any Mechanic's Lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Area. Where less than all of the Owners are responsible for the existence of said lien, such Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses including attorneys' fees and court costs incurred by reason of the lien.

10.12 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein may for any reason be Subordinated by the Association by written document executed by

its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the Lots subject to assessments for the purpose of purchasing the subject Lot or Lots provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages, and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The Owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the Owners since it runs with the land and is in existence before commencement of ownership interests.

## **ARTICLE XI**

### **Compliance, Breach of Covenants, and Default**

11.1 Rights and Remedies of Association: Each Owner is bound by and shall comply with the terms of this Declaration, the By-laws, and the Rules and Regulations adopted pursuant thereto, and by all amendments to them. A failure by an Owner to comply with this Declaration, or with the By-Laws, and Rules and Regulations of the Association or any authorized amendment to said Declaration, By-laws, or Rules and Regulations shall constitute a Default by such Owner. If a default occurs, the Association shall have the right to recover damages at law, to procure injunctive relief, to foreclose on any lien rights the Association may have, or to avail themselves of any other rights or remedies permitted at law or in equity including, but not limited to, filing suit pursuant to the Forcible Entry and Detainer Act. All expenses of the Association in connection with any actions or proceedings described herein, including court costs and attorneys' fees and all other expenses of the proceeding, and all damages, liquidated or otherwise, together with interest thereon at the rate set forth in paragraph 10.8 herein until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the annual expenses and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the annual expenses upon the Lot of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property located on his lot or elsewhere on the Property. The rights and remedies of the Association shall be cumulative and shall be enforceable concurrently in a single proceeding.

11.2 Recovery of Suit Expense: In any proceeding commenced by the Association, based upon or arising out of an alleged Default by an Owner, the Association shall be entitled to recover all expense of the proceeding, including reasonable attorneys' fees.

## **ARTICLE XII**

### **Rights of First Mortgage Holders**

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a first mortgage lien of record on any Lot which is subject to the terms hereof.

12.1 Notice: The Association shall, if so requested by any first mortgagee of record of a Lot, give written notification as follows:

(a) Notice of any default of the Owner of a Lot which is the subject of such mortgage if such default is not cured within thirty (30) days after its occurrence,

(b) Five (5) days prior written notice of any annual or special meeting of the Association. The mortgagee may designate a representative to attend any such meeting.

(c) Timely notice of substantial damage or destruction of such Lot or any portion of the Common Area.

(d) Notice of any condemnation or eminent domain proceeding affecting any portion of the Common Area.

(e) The request of a mortgagee for any or all of the above notices may be submitted to the Association via the Board and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the lot is terminated, whichever shall be first in time.

12.2 Claims for Assessments: Any first mortgagee of record who takes title to a Lot or comes into possession of a Lot pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof), shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a pro rata share of such assessments and charges if the Board shall elect to reallocate the same among all of the Lots.

12.3 Sale of Common Area: The Association shall not, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any of the real estate or improvements thereon, owned by it, directly or indirectly, without the express written consent of all of the institutional

holders of first mortgages recorded against those Lots which are subject to the terms of this Declaration. Grants of easement for utilities and other public purposes shall not be considered a sale or encumbrance for purposes of this Paragraph 12.3.

12.4 Books and Records: Any first mortgagee of record of a Lot shall have the right, upon: twenty-four (24) hours' notice, to examine any and all books and records of the Association at any time during normal business hours, and shall be entitled to receive at its request, a copy of any and all annual financial statements within ten (10) days from the date of such request or the date of preparation of such statement, as the case may be.

12.5 Priority as to Proceeds: Nothing in this Declaration, the By-Laws or Articles of Incorporation of the Association shall be construed in such manner as will entitle any Owner or other party priority over any institutional first mortgage lien holder of record (or the holder of an equivalent security interest) with respect to (i) any insurance proceeds distributable to a Lot because of damage or destruction; or (ii) any distribution to a lot of any award or proceeds of a condemnation or eminent domain proceeding or settlement.

## **ARTICLE XIII**

### **Amendments to Declaration**

13.1 Approval of Amendments: Except as provided below, provisions of this Declaration may be amended by an instrument in writing setting forth the amendments and executed by the Owners representing not less than a majority of the outstanding membership votes entitled to be cast by all Owners. If said Declaration is so modified by the Association, a notice of said modification shall be given to all first mortgage lien holders of record by certified mail, return receipt requested. Said notice shall contain a complete text of any such modification or amendment.

13.2 Termination of the Declaration: If this Declaration is to be terminated, the termination shall be evidenced by an appropriate written instrument stating that this Declaration has been terminated. The statement of termination shall be executed by seventy-five (75%) percent of the Owners, and by all holders of mortgage liens.

13.3 Recordation of Amendments: The instrument effecting an amendment or termination of this Declaration shall, after execution, be recorded promptly in the Office of the Recorder of Deeds of DuPage County, Illinois, and the amendment or termination provided for therein shall become effective and operative upon recordation.

13.4 Approval of Mortgagees: Notwithstanding the provisions of Paragraph 13.1 above, no amendment of Article XII or this Paragraph 13.4 shall be effective without the express written consent of all of the institutional holders of the first mortgage liens recorded against the Lots which are subject to this Declaration.

13.5 Notices with Respect to Amendment or Termination: All parties who have a right to participate in the amendment or termination of this Declaration shall have the right to initiate proceedings for amendment or termination of this Declaration. Any such party desiring to initiate proceedings for amendment or termination shall give at least ten (10) days' prior written notice of the meeting at which amendment or termination is to be considered.

13.6 Restriction on Alienation: Notwithstanding anything contained herein to the contrary, no amendment to the Declaration, Articles of Incorporation or By-laws, shall be effective if such shall seek to vest a right of first refusal as to the sale or lease of a Lot, or any similar restriction in favor of the Association, other Owners or related entities.

13.7 Termination of Restrictions: No action by the Association or Owners, whether by amendment or otherwise, shall be effective to remove the Property from the terms and conditions of this Declaration, without the express written consent of all of the institutional holders of the first mortgage liens recorded against the Lots.

13.8 Validity of Amendment: No amendments approved pursuant to this Article XIII shall become valid until a true and correct copy of same, attested by the Secretary of the Association, shall then have been placed of record.

13.9 Amendment Affecting the Rights of the Village of Oak Brook: No amendments to the Association's duties and obligations relating to the rights of the Village of Oak Brook or the Village of Oak Brook's rights may be adopted without the prior written consent of the Village of Oak Brook by Ordinance duly passed and approved by the Corporate Authorities of the Village of Oak Brook.

## **ARTICLE XIV**

### **Village**

The following covenants and provisions are intended to inure to the benefit of the Village of Oak Brook. It is specified and provided as follows:

14.1 Association's Failure to Perform Obligations: In the event the Association fails to perform any of the obligations required to be performed by it pursuant to the provisions of this

Declaration and such delinquency shall exist on the part of the Association for a period of thirty (30) days after the date of delivery by the Village to the Association of written notice advising the Association of the existence and nature of such delinquency, the Village shall have the right, but not the obligation, to perform the obligations required to be performed by the Association pursuant to this Declaration. In the event the Village elects so to do, the Association shall pay promptly to the Village the amount of the cost and expense incurred by it in the performance of such work, including compensation for staff time, the use of Village equipment, as well as materials and outside services.

14.2 Village's Right to Collect Costs: In the event the Village performs any of the Association's duties and obligations and the Association fails to pay the Village any costs it incurred as aforesaid, within thirty (30) days after the date of the Village's demand for payment or date of any statement, the Village shall have the right to levy an assessment on all Lots for the costs and expense incurred by it in the performance of such work to the same extent and as fully as the association might do pursuant to the provisions contained herein. Should any Lot Owner fail to pay to the Village such Owner's portion of any assessment levied pursuant to this paragraph upon the due date thereof, then the Village shall have the right to exercise all. rights, powers, privileges and remedies granted to the Association by this Declaration, and any other remedies provided by law. This paragraph is not a limitation on other remedies that may be pursued by the Village.

14.3 Special Service Districts: In lieu of pursuing a lien upon each Lot to collect for costs incurred by the Village in performing the Association's duties and obligations, the Village may elect to declare the Property subject to this Declaration to be a special service district for the levy of a special service tax to pay the costs incurred by the Village, plus any administrative costs, attorneys' fees and like expenses related to the establishment of a special service district, then each Owner covenants and agrees that it shall not object to the establishment of the special service district or the levy of a special service tax to pay the costs incurred by the Village in performing the Association's duties and obligations.

**ARTICLE XV**  
**General Provisions**

**15.1 Notices – In General:**

(a) Notices given pursuant to this Declaration or in connection therewith, shall be written and shall be delivered in person or by regular mail. Notices of default, or formal demands by any party hereunder to any other party shall be sent by certified or registered mail, with request of return receipt. Notices shall be deemed delivered on the date personal delivery is made or on the date of mailing. Notice to an Owner may be given to the Owner at his or her Lot, unless the Owner has informed the Association otherwise. Notice may be given to the Association at its registered office, or sent to the home of the President of the Board. Notices in respect of meetings or Special Meetings of the Board or of the Owners shall be given in accordance with the provisions of this Declaration.

(c) Notice to the personal representative of a deceased Owner shall be sent to the address furnished by such personal representative to the Board, and if no address is furnished by said personal representative, the notice to a deceased Owner shall be given to decedent by a writing directed to the Owner at such Owner's Lot.

(d) Upon request of a mortgagee of a Lot, and payment of a reasonable charge therefor, the Board shall supply to said mortgagee a copy of any amendment to this Declaration.

**15.2 Non-Waiver Except by Written Instrument:** No conditions, covenants, restrictions, reservations, grants or other provisions of this Declaration shall be deemed to have been waived by silence, or inaction, or failure to enforce rights or by any other matters whatsoever, other than a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been affected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.

**15.3 Liberal Interpretation:** This Declaration shall be liberally construed so as to effectuate and facilitate the objectives of this Declaration as hereinabove set forth. Narrow, technical and literal construction of this instrument, inconsistent with the objectives of the Association shall be avoided.

15.4 Rule Against Perpetuities: Should any provision of this instrument be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienations, or (c) any other statutory or common law rules imposing time limits, then, and in that event, such provisions shall be deemed to be operative only until twenty-one (21) years after the death of the last survivor of the now living descendants of James Edgar, Governor of the State of Illinois, and of Joseph Biden, President of the United States of America.

15.5 Partial Invalidity – Severability: The invalidity of any of the conditions, covenants, restrictions or reservations herein contained, or of any other provision or provisions, of whatever nature, of this Declaration shall not in any way impair or affect the validity or enforceability of any other provision or provisions of this Declaration, and any such invalidity or enforceability of any other provision of this Declaration as remains, and any such invalidity shall be deemed partial and separable, and all of this Declaration shall be deemed valid, enforceable and binding except for the invalid provision.

15.6 Gender, Usage of Singular and Plural Forms and Other Usage: Whenever the context so requires, use of the plural form shall include the singular, use of the singular form shall include the plural and any gender shall be deemed to include both genders.

15.7 Captions: Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text thereof.

15.8 Recordation: This Declaration shall be recorded in the Office of the Recorder of Deeds of DuPage County, Illinois. All amendments to the Declaration shall also be recorded in said Recorder's Office.

15.9 Conflicts Between Declaration and Village Ordinance Provisions: In the event there is at any time a conflict between any provision of this Declaration and any provision of any then effective ordinance, rule or regulation of the Village of Oak Brook, the ordinance, rule or regulation of the Village then in effect shall prevail, but only to the extent it is more restrictive than this Declaration.

IN WITNESS WHEREOF, the Board has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunder affixed as of the day and year first above written.

Trinity Lakes Improvement Association

By: Amador K. Kim  
President

Attest: Harold M. King  
Vice President

## BOARD MEMBER SIGNATURE PAGE

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

Ananda D Kumar

Naveen M. Singh

[Signature]  
[Signature]

[Signature]

[Signature]  
Naveen Jain  
[Signature]

Board of Directors of Trinity Lakes Improvement Association

## **EXHIBIT A**

The Declaration was originally recorded on August 20, 1979 (Document No. R80-13386). The First Amendment was recorded on March 4, 1980 (Document No. R80-13384). The First Declaration of Inclusion was recorded on March 4, 1980 (Document No. R80-13386). The Second Declaration of Inclusion was recorded on February 10, 1981 (Document No. R81-07242), and the Third Declaration of Inclusion was recorded in 1581 (Document No. R81-57658).

The legal descriptions of the properties subject to this Declaration are:

Lots 1 through 61 inclusive in Trinity Lakes Unit No. 1, a Subdivision of part of the Northeast fractional quarter lying North and South of the Indian Boundary Line, in Section 34, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 20, 1979 as Document R79-74436 in DuPage County, Illinois.

Lots 62 to 109 inclusive in Trinity Lakes Unit No. 2, a Subdivision of part of the fractional Section 34, lying North and South of the Indian Boundary Line, in Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

Lots 110 through 152 inclusive in Trinity Lakes Unit No. 3, a Subdivision of part of the Northeast fractional quarter and part of the Southeast quarter of fractional Section 34 and part of the Northwest quarter of Section 35, Township 39 North, Range 11, East of the Third Principal Meridian, lying South of the Indian Boundary Line, all in DuPage County, Illinois.

Lots 153 through 210 inclusive in Trinity Lakes Unit No. 4, a Subdivision of that part of the East half of the Northwest fractional quarter, and that part of the Northeast fractional quarter of fractional Section 34, Township 39 North, Range 11, East of the Third Principal Meridian, lying North of the Indian Boundary Line, in DuPage County, Illinois.

**PERMANENT INDEX NUMBERS FOR**  
**TRINITY LAKES ESTATES**

**Unit 1**

|               |               |               |
|---------------|---------------|---------------|
| 06-34-201-001 | 06-34-201-025 | 06-34-202-002 |
| 06-34-201-002 | 06-34-201-026 | 06-34-202-003 |
| 06-34-201-003 | 06-34-201-027 | 06-34-202-004 |
| 06-34-201-004 | 06-34-201-028 | 06-34-202-005 |
| 06-34-201-005 | 06-34-201-029 | 06-34-202-006 |
| 06-34-201-006 | 06-34-201-030 | 06-34-202-007 |
| 06-34-201-007 | 06-34-201-031 | 06-34-202-008 |
| 06-34-201-008 | 06-34-201-032 | 06-34-202-009 |
| 06-34-201-009 | 06-34-201-033 | 06-34-202-010 |
| 06-34-201-010 | 06-34-201-034 | 06-34-202-011 |
| 06-34-201-011 | 06-34-201-035 | 06-34-202-012 |
| 06-34-201-012 | 06-34-201-036 | 06-34-202-013 |
| 06-34-201-013 | 06-34-201-037 | 06-34-202-014 |
| 06-34-201-014 | 06-34-201-038 |               |
| 06-34-201-015 | 06-34-201-039 |               |
| 06-34-201-016 | 06-34-201-040 |               |
| 06-34-201-017 | 06-34-201-041 |               |
| 06-34-201-018 | 06-34-201-042 |               |
| 06-34-201-019 | 06-34-201-043 |               |
| 06-34-201-020 | 06-34-201-044 |               |
| 06-34-201-021 | 06-34-201-045 |               |
| 06-34-201-022 | 06-34-201-046 |               |
| 06-34-201-023 | 06-34-201-047 |               |
| 06-34-201-024 | 06-34-202-001 |               |

## **Unit 2**

|               |               |
|---------------|---------------|
| 06-34-105-032 | 06-34-104-042 |
| 06-34-105-031 | 06-34-104-043 |
| 06-34-105-030 | 06-34-106-001 |
| 06-34-105-029 | 06-34-106-002 |
| 06-34-105-028 | 06-34-106-003 |
| 06-34-105-027 | 06-34-106-004 |
| 06-34-104-024 | 06-34-106-005 |
| 06-34-104-025 | 06-34-106-006 |
| 06-34-104-026 | 06-34-106-007 |
| 06-34-104-027 | 06-34-106-008 |
| 06-34-104-028 | 06-34-106-009 |
| 06-34-104-029 | 06-34-106-010 |
| 06-34-104-030 | 06-34-106-011 |
| 06-34-104-031 | 06-34-106-012 |
| 06-34-104-032 | 06-34-106-013 |
| 06-34-104-033 | 06-34-106-014 |
| 06-34-104-034 | 06-34-106-015 |
| 06-34-104-035 | 06-34-107-006 |
| 06-34-104-036 | 06-34-107-005 |
| 06-34-104-037 | 06-34-107-004 |
| 06-34-104-038 | 06-34-107-003 |
| 06-34-104-039 | 06-34-107-002 |
| 06-34-104-040 | 06-34-107-001 |
| 06-34-104-041 | 06-34-106-016 |

### **Unit 3**

|               |               |
|---------------|---------------|
| 06-34-204-001 | 06-34-204-022 |
| 06-34-204-002 | 06-34-204-023 |
| 06-34-204-003 | 06-34-204-024 |
| 06-34-204-004 | 06-34-204-025 |
| 06-34-204-005 | 06-34-204-026 |
| 06-34-204-006 | 06-34-204-027 |
| 06-34-204-007 | 06-35-108-001 |
| 06-34-204-008 | 06-35-108-002 |
| 06-34-204-009 | 06-35-108-003 |
| 06-34-204-010 | 06-35-108-004 |
| 06-34-204-011 | 06-35-108-005 |
| 06-34-204-012 | 06-35-108-006 |
| 06-34-204-013 | 06~34-205-001 |
| 06-34-204-014 | 06-34-205-002 |
| 06-34-204-015 | 06-34-205-003 |
| 06-34-204-016 | 06-34-205-004 |
| 06-34-204-017 | 06-34-205-00S |
| 06-34-204-018 | 06-34-205-006 |
| 06-34-204-019 | 06-34-205-007 |
| 06-34-204-020 | 06-34-205-008 |
| 06-34-204-021 | 06-34-205-009 |
|               | 06-34-205-010 |

#### **Unit 4**

|               |               |
|---------------|---------------|
| 06-34-104-001 | 06-34-105-006 |
| 06-34-104-002 | 06-34-105-007 |
| 06-34-104-003 | 06-34-105-008 |
| 06-34-104-004 | 06-34-105-009 |
| 06-34-104-005 | 06-34-105-010 |
| 06-34-104-006 | 06-34-105-011 |
| 06-34-104-007 | 06-34-105-012 |
| 06-34-104-008 | 06-34-105-013 |
| 06-34-104-009 | 06-34-105-014 |
| 06-34-104-011 | 06-34-105-015 |
| 06-34-104-012 | 06-34-105-016 |
| 06-34-104-013 | 06-34-105-017 |
| 06-34-104-014 | 06-34-105-018 |
| 06-34-104-015 | 06-34-105-019 |
| 06-34-104-016 | 06-34-105-020 |
| 06-34-104-017 | 06-34-105-021 |
| 06-34-104-018 | 06-34-105-022 |
| 06-34-104-019 | 06-34-105-023 |
| 06-34-104-020 | 06-34-105-024 |
| 06-34-104-021 | 06-34-105-025 |
| 06-34-104-022 | 06-34-105-026 |
| 06-34-104-023 | 06-34-203-001 |
| 06-34-104-044 | 06-34-201-049 |
| 06-34-105-001 | 06-34-201-050 |
| 06-34-105-002 | 06-34-201-051 |
| 06-34-105-003 | 06-34-201-052 |
| 06-34-105-004 | 06-34-201-053 |
| 06-34-105-005 | 06-34-201-054 |
|               | 06-34-201-055 |

**BY-LAWS  
OF  
TRINITY LAKES IMPROVEMENT ASSOCIATION**

**ARTICLE I**

**Purposes**

Trinity Lakes Improvement Association ("the Association") is organized pursuant to the provisions of this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRINITY LAKES ESTATE (hereinafter "the Declaration").

The purposes of the Association, as stated in its certificate of incorporation, are civic and include the ownership of property ancillary to residential use on a cooperative basis, the maintenance and care of said property or other facilities owned by the Association, and the maintenance and promotion of the desired character of the property for the benefit of the owners.

**ARTICLE II**

**Definitions**

Terms used herein shall have the meaning ascribed to them under Article I of the Declaration.

**ARTICLE III**

**Offices**

The Association shall continuously maintain in the State of Illinois a registered office and a registered agent, whose office is identical with such registered office, and may have other offices within the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE IV**

**Members**

**SECTION 1. MEMBERSHIP.** There shall be one class of voting membership.

**SECTION 2. VOTING RIGHTS.** The voting rights of the Members are as defined in Article III of the Declaration.

**SECTION 3. LOSS OF VOTING RIGHTS.** Any Member who is in arrears to the Association for any annual or special assessments shall lose voting rights until all such past due assessments and any accrued penalties to the Association have been paid in full.

**SECTION 4. MEMBERS' RIGHTS.** The rights of the Members of the Association shall be as set forth in the Declaration.

## **ARTICLE V**

### **Meetings of Members**

**SECTION 1. ANNUAL MEETINGS.** An annual meeting of the Association Members shall be held during the first week in November, or at such other time as the Board of Directors shall determine for the purpose of electing directors and of transacting such other business as may come before the meeting.

Elections shall be held in accordance with the community instruments, provided that an election shall be held no less frequently than once every 24 months, for the board of managers or board of directors from among the membership of a common interest community association.

If no election is held to elect board members within the time period specified in the bylaws, or within a reasonable amount of time thereafter not to exceed 90 days, then 20% of the members may bring an action to compel compliance with the election requirements specified in the bylaws 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 managers or 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 quorum, then this subsection does not apply.

**SECTION 2. SPECIAL MEETINGS.** Special meetings of the members may be called by the President or by the Board or by not less than twenty (20%) percent of the members, the notice for which shall specify the matters to be considered at such special meeting. Special meetings of the Board may be called by the president, by 25% of the members of the Board, or by any other method that is prescribed in the community instruments.

**SECTION 3. PLACE OF MEETING.** The Board of Directors or Members calling the meeting as provided in Section 2 shall designate any place within the County of DuPage, State of Illinois, as the place of meeting for any annual or special meeting.

**SECTION 4. NOTICE OF MEETING.** Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered either personally or by mail to each Member not less than ten (10) or more than thirty (30) days before the day of such meeting, by or at the direction

of the President or persons calling the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of the meeting shall be deemed delivered when deposited in the U.S. mail addressed to the Member at his address as it appears on the records of the Association with postage prepaid thereon.

Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community association instrument or any provision of the Act may be accomplished using acceptable technological means. The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any community association instrument or any provision of the Act by use of acceptable technological means. A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community association instrument or any provision of the Act. Voting on, consent to, and approval of any matter under community association instrument or any provision of the Act may be accomplished by any 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 non-electronic form. Subject to other provisions of law, no action required or permitted by any community association instrument or any provision of the 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 or Board of Managers. 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 acceptable technological means.

**SECTION 5. FIXING OF RECORD DATE.** For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members, or in order to make a determination of Members for - any other proper purpose, the Board of Directors of the Association may fix in advance a date as the record date for any such determination of Members, such date in any case to be no more than forty (40) days and, for a meeting of Members, not less than five (5) days, before the date of such meeting. If no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the meeting is delivered shall be the record date for such determination of Members. When determination of Members

entitled to vote at any meeting of Members has been made, such determination shall apply to any adjournment of the meeting.

**SECTION 6. QUORUM.** A quorum shall consist of twenty (20%) percent of the Members entitled to vote at any meeting except for those actions which require greater than a majority vote as defined in the Declaration or required by law. If a quorum is not present at any meeting of Members, a majority of the votes of the Members present who are entitled to vote may adjourn the meeting from time to time without further notice.

**SECTION 7. PROXIES.** Except as to votes cast for election of members of the Board of Directors, which votes must be cast by a Member directly as set forth in Article VII, at any meeting of Members, a Member entitled to vote may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

**SECTION 8. TECHNOLOGICAL MEANS.** The Association may allow members entitled to vote to participate in and act at any meeting through the use of a conference telephone or interactive technology, including but not limited to electronic transmission, Internet usage, or remote communication, by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

**SECTION 9. USE OF TECHNOLOGY.** 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 this 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 this Act concerning notices, signatures, votes, consents, or approvals.

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 this Act by use of acceptable technological means.

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.

Voting on, consent to, and approval of any matter under any community instrument or any provision of this Act may be accomplished by any 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.

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.

If any person does not provide written authorization to conduct business using acceptable technological means, the common interest community association shall, at its expense, conduct business with the person without the use of acceptable technological means.

## **ARTICLE VI**

### **Board of Directors**

**SECTION 1. GENERAL POWERS.** The affairs of the Association shall be managed by its Board of Directors who shall have the powers and duties set forth in Article IV of the Declaration.

**SECTION 2. NUMBER.** The Board of Directors shall consist of seven (7) Directors. The number of Directors may be decreased by amendment to these By-Laws by the action of a majority of the Members entitled to vote, but in no event shall there be at any time fewer than three (3) Directors. No decrease in the number of Directors shall have the effect of shortening the term of an incumbent Director.

**SECTION 3. TERM OF OFFICE.** Each Director shall hold office for a term of two (2) years or until his successor is duly elected and has qualified. The term of office shall coincide with the fiscal year of the Association.

**SECTION 4. NOMINATIONS AND BALLOTS.** Nominees for election to the Board of Directors shall be chosen and ballots for the election prepared by the Nominating Committee, as described in Article VII.

**SECTION 5. ELECTIONS.** Upon the expiration of a Director's full term, a new Director shall be elected at the annual meeting of Members, but if any such annual meeting is not held, or if the Directors are not elected thereat, the Directors may be elected at any special meeting of Members held for that purpose. All Directors shall be Association Members with voting rights in good standing with the Association. For purposes of these By-laws, a Member is in good standing with the Association only if the Member is not in default under any of the terms of the Declaration. It shall be sufficient evidence and notice that a Member is not in good standing that the attorneys for the Association have notified the defaulting Member of the default in writing and have asked that the default be cured.

**SECTION 6. VACANCIES.** 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.

**SECTION 7. PLACE OF MEETINGS.** All meetings of the Board of Directors shall be held within the County of DuPage, State of Illinois.

**SECTION 8. REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held immediately after and at the same place as the annual meeting of Members. The Board of Directors may provide by resolution the time and place for the holding of additional meetings of the Board. All Board meetings are open for attendance by Association Members.

**SECTION 9. SPECIAL MEETINGS.** Special meetings of the Board of Directors for any purpose may be called at any time by the President, or if the President is unable or refuses to act, by the Vice President or by any two (2) Directors.

**SECTION 10. NOTIFICATION.** Meetings of the Board shall be open to any member, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the corporation has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the corporation. Any member may record by tape, film or other means the proceedings at such meetings or portions thereof required to be open by this Section. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

Notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the articles of incorporation, bylaws, other instrument before the meeting is convened. Copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places at least 48 hours prior to the meeting of the board of directors. If there is no common entranceway for 7 or more units, the Board may designate one or more locations in the proximity of such units where the notices of meetings shall be posted. Members of the Board shall meet at least 4 times annually.

**SECTION 11. WAIVER OF NOTICE.** The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such a meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Association or made a part of the minutes of the meeting. Any Member of the Board may waive notice of any meeting. The attendance of a Member of the Board at any meeting shall constitute a waiver of notice of such meeting, except where a Member of the Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be

transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these By-Laws.

**SECTION 12. QUORUM.** A majority of the number of Directors then acting as provided under Section 2 of this Article shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided.

**SECTION 13. ADJOURNMENT.** A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn from time to time until the time of the next regular or special meeting of the Board.

**SECTION 14. CONSENT OF BOARD OBVIATING NECESSITY OF MEETINGS.** Notwithstanding anything to the contrary contained in these By-laws, any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all Members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

**SECTION 15. MANNER OF ACTION.** The Board of Directors shall act either by majority vote of the Members of the Board present at a meeting at which a quorum is present or by written consent, setting forth the action taken, signed by all the Members of the Board of Directors entitled to vote with respect to the subject matter thereof.

**SECTION 16. FEES AND COMPENSATION.** No Director or officer shall receive any salary for his services as such officer or director but by resolution of the Board of Directors, any Director may be reimbursed for his actual expenses in carrying out his duties, provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

**SECTION 17. PRESIDING OFFICER.** The President of the Board of Directors shall preside at all meetings and the Secretary shall record the minutes of all meetings of the Board of Directors and of the Members.

**SECTION 18. REMOVAL.** Two-thirds of the membership may remove a board member as a director at a duly called special meeting.

## **ARTICLE VII**

### **Election of Directors**

**SECTION 1. BALLOTS.** The election of Directors shall be by written ballot cast as set forth in this Article by a Member entitled to vote. Votes cast for election of Directors may not be cast by proxy. One vote may be cast for each lot owned by a Member. If a lot is owned by two or more persons, only one owner may cast the ballot for that lot and if a lot is owned by a land trust, only one beneficiary may cast the ballot for that lot. The nominees receiving the largest number of votes shall be elected.

**SECTION 2. NOMINATING COMMITTEE.** The Nominating Committee which shall have no fewer than three (3) members, shall be appointed by the Budget and Legal Committee, subject to confirmation by the Board of Directors. No Member shall be eligible to run for a position on the Board of Directors during a year in which he or she is a Member of the Nominating Committee.

**SECTION 3. NOMINATIONS; NOMINATING PERIOD.** Nominations for election to the Board of Directors shall be made by the Nominating Committee during the Nominating Period. The Nominating Period for a year shall end on the date the slate of nominees compiled by the Nominating Committee is mailed to all Members, which date shall be not less than forty-five (45) nor more than sixty (60) days prior to the date of the meeting at which the election of Directors is to be held. The Nominating Committee shall make as many nominations for election to the Board of Directors as it in its discretion shall determine but in no event fewer than the number of vacancies on the Board of Directors to be filled for the current year. Any election in which there are more nominees for election to the Board of Directors than vacancies on the Board to be filled shall be known as a "contested election". Nominations may be made from among Members in

good standing. Any Member ineligible to be nominated by reason of default under the terms of the Declaration may cure any such default at any time prior to the close of the Nominating Period. Following the mailing to all Members of the Nominating Committee's slate of nominees, Members wishing to be added as additional nominees may make petition to that effect in writing delivered to the Nominating Committee not later than thirty-five (35) days prior to the date of the annual meeting. Any such petition must contain the would-be nominee's name, address and lot number and the signatures of owners of ten (10) lots, not including the signature of the owner seeking nomination. The names of any Members qualifying for nomination under the preceding sentence shall be placed on the ballot.

**SECTION 4. MAILING OF BALLOTS.** The Nominating Committee shall prepare the ballots which shall (a) describe the vacancies to be filled; and (b) set forth the names of the nominees as selected or qualified under Section 3 hereof. The ballots shall be mailed by the Secretary to the Members at least thirty-one (31) days in advance of the date of the meeting at which the Directors are to be elected.

**SECTION 5. VOTING; SECRET BALLOTS.** Each Member entitled to vote shall cast his vote for the nominee of his choice on the ballot. The completed ballot shall be sealed in the ballot envelope and either mailed to the Nominating Committee or deposited in the ballot box at the meeting at which the Directors are to be elected. Each ballot submitted by mail or in person shall be accompanied by a certificate showing the voting Member's signature and lot number and such other information as the Board of Directors may determine will serve to establish his right to cast the attached vote. No write-in votes will be permitted or counted.

**SECTION 6. PROCESSING; TELLERS.** Upon receipt of a completed ballot either by mail or in person at the meeting, the Secretary shall detach from the ballot envelope the completed certificate and shall review such certificate to verify that the ballot is a valid and singular one and shall place the unopened ballot envelope in the ballot box. In the event of a contested election as defined in Section 3 of this Article, the Board of Directors shall appoint three (3) tellers, none of whom may be a nominee or a member of the Board of Directors, not later than twenty-four (24) hours prior to the meeting at which the election is to be held. At the meeting and following the

collection of all ballots to be cast at the meeting, the tellers shall take the tally of the ballots and announce the winning candidates along with the number of votes received by each. No account shall be taken of ballots mailed to the Board of Directors and not received as of the date of the meeting.

**SECTION 7. ELECTRONIC VOTING.** 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 10 and not more than 30 days before the election meeting. The instruction notice must include the names of all candidates who have given the board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The board rules shall provide, and the instructions provided to the member shall state that a member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that member.

## **ARTICLE VIII**

### **Officers**

**SECTION 1. OFFICERS.** The officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary. The Board may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary or President and Treasurer.

**SECTION 2. ELECTION AND TERM OF OFFICE.** The officers of the Association shall be elected from the members of the Board of Directors every year by the Board of Directors at the first regular Board meeting following the election of the Board at the Annual Meeting. Each officer shall hold office until a successor shall have been duly elected and shall have qualified.

**SECTION 3. VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors from among its members for the unexpired portion of the term.

**SECTION 4. PRESIDENT.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall:

- preside at all meetings of the Members and the Board of Directors and shall do all things and perform all acts incident to the office of President of the Association;

- appoint all members of all standing committees except the Nominating Committee; however, such appointments shall be subject to the confirmation of the Board of Directors, and each appointee shall be subject to dismissal at any time by the act of the majority of the Board of Directors;

- appoint all members of all special committees, each appointee to be subject to dismissal at any time by the act of the majority of the Board of Directors;

- have the power to remove any member of any standing committee; however, such removals shall be subject to confirmation by the Board of Directors;

- serve as an ex-officio member of all committees;

- sign with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the Association.

**SECTION 5. VICE PRESIDENT.** In the absence of the President or in the event of his inability or refusal to act, the Vice President shall:

- perform all duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President;

- perform such other duties as may from time to time be assigned to him by the President or by the Board of Directors.

**SECTION 6. TREASURER.** The Treasurer shall:

have charge and custody of and be responsible for all funds and securities of the Association;  
receive and give receipts for monies due and payable to the Association from any source whatsoever;  
deposit all monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article X of these By-laws;  
in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**SECTION 7. SECRETARY.** The Secretary shall:

keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose;  
see that all notices are duly given in accordance with the provisions of these By-laws or as required by law;  
be custodian of the corporate records of the Association;  
keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member: and  
in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

**ARTICLE IX**

**Committees**

**SECTION 1. STANDING COMMITTEES.** The standing committees shall be as follows: Architectural Control Committee, Covenants and By-Laws Committee, Publicity Committee, Budget and Legal Committee, Social Committee, Common Area Committee, and Nominating Committee.

**SECTION 2. MAKE-UP OF COMMITTEES.** Each committee shall have a minimum of three (3) Members, appointed, except as to the Nominating Committee, by the President from volunteers and confirmed by the Board of Directors. The list of volunteers for each committee shall be

obtained at the annual meeting of the Members and appointments to committees shall take place at the first meeting of the Board of Directors. A committee may have such subcommittees as are appointed by the Board of Directors.

**SECTION 3. TERM OF APPOINTMENT.** Any member of any committee or subcommittee may be removed at any time and for any reason or for no stated reason by the act of a majority of the Board of Directors, provided, however, that this removal power shall not be applied to the President at any time when he is acting as an ex-officio member of a committee under Article VIII, Section 4 of these By-Laws. Each member of a committee not removed as provided in the preceding sentence shall serve until the next annual meeting of the Board of Directors following his appointment or until his successor shall have been appointed and qualified and shall be eligible for successive reappointments, provided that his committee membership shall automatically terminate upon the termination of his regular Membership unless otherwise provided by resolution of the Board of Directors.

**SECTION 4. ARCHITECTURAL CONTROL COMMITTEE.** This committee shall have the powers and duties prescribed in Article VI, Section 4 of the Declaration. The Architectural Control Committee shall also be charged with the duty to receive complaints about violations of the Association's architectural standards as set by the Architectural Control Committee and of the Declaration and to give notice of such complaints to the allegedly offending Member.

**SECTION 5. COVENANTS AND BY-LAWS COMMITTEE.** This committee shall concern itself with the periodic review of the Declaration and of these By-Laws, at its own initiative and upon the request of any Member, for the purpose of insuring that those documents continue to meet the needs of the Association and its Members and the requirements of the law.

**SECTION 6. PUBLICITY COMMITTEE.** This committee shall concern itself with the preparation and mailing of notices as required in these By-Laws and of such other notices to the Members as the Board of Directors deems necessary to circulate.

**SECTION 7. BUDGET AND LEGAL COMMITTEE.** This committee shall determine and prepare a tentative annual budget and make recommendations to the Board of Directors as to the amount of annual assessment to be levied each year as provided in the Declaration, Article IX, Section 3. This committee shall also appoint the members of the Nominating Committee, subject to confirmation by the Board of Directors.

**SECTION 8. SOCIAL COMMITTEE.** This committee shall concern itself with the planning and execution of social events for the benefit of Members and their guests.

**SECTION 9. COMMON AREA COMMITTEE.** This committee shall concern itself with the planning, development, maintenance, and operation of the community grounds within the Trinity Lakes subdivision and shall have such duties as may be assigned to it by the Board of Directors.

**SECTION 10. NOMINATING COMMITTEE.** This committee shall concern itself with the solicitation of nominations for open positions on the Board of Directors, the preparation of ballots and proxies, and the preparation and distribution of all correspondence and notices relating to the election procedure. The Nominating Committee shall have such further powers and duties as are set forth in Article VII hereof.

**SECTION 11. QUORUM.** Unless otherwise provided in the resolution of the Board of Directors establishing a committee, a majority of the whole committee but no fewer than two members, shall constitute a quorum, and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee. If the members of a committee are deadlocked over a matter before them, the matter shall be submitted for decision by the Board of Directors.

**SECTION 12. RULES.** Each committee shall elect a chairman and Secretary at its first meeting following appointment after the annual meeting. The chairman shall preside over the meetings and the Secretary shall keep minutes of all meetings.

**SECTION 13. USE OF EXPERTS.** Upon written approval by the Board of Directors, any committee may seek the advice of experts, including attorneys, accountants, architects and

engineers for the purpose of effectively carrying out its responsibilities as hereinabove set forth, and upon approval of the Board of Directors, any such expert may be given a vote on the Committee by which he has been consulted. Upon approval of the Board of Directors any such expert shall be paid for services rendered to the Association from the Association's budget. Any such expert shall be discharged upon the direction of the majority of the Board of Directors.

## **ARTICLE X**

### **Property Contracts, Checks, Deposits and Gifts**

**SECTION 1. PROPERTY.** Title to all property shall be held in the name of the Association, and membership in the Association shall not give any Member any interest in the property of the Association. Conveyance of property shall be made in the name of the Association by the President and attested by the Secretary, or in the absence of these officers, by those designated to perform their duties as elsewhere provided in these By-Laws.

**SECTION 2. CONTRACTS.** The Board of Directors may authorize an officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

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 percent (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.

**SECTION 3. CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall

from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or Assistant Treasurer and countersigned by the President or a Vice President of the Association.

**SECTION 4. DEPOSITS.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories or shall be invested in such United States Government obligations as the Board of Directors may select.

**SECTION 5. GIFTS.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE XI**

### **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 in a common interest community subject to the authority of the board, their mortgagees, and their duly authorized agents or attorneys:

- (i) Copies of the recorded declaration, other community instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the board shall be available. Prior to the organization of the board, the developer shall maintain and make available the records set forth in this paragraph (i) for examination and copying.
- (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 seven 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.
- (vii) Any reserve study.

Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the board.

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

## **ARTICLE XII**

### **Fiscal Year**

The fiscal year of the Association shall begin on the first day of December and end on the thirtieth day of November.

## **ARTICLE XIII**

### **Waiver of Notice**

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

## **ARTICLE XIV**

### **Indemnification by Association**

**SECTION 1.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**SECTION 2.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to produce a judgment in its favor by reason of the fact that he is or was a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

**SECTION 3.** To the extent that a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in

Sections 1 and 2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

**SECTION 4.** Any indemnification under Sections 1 and 2 shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Directors or the officer or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made:

- (1) by the Board of Directors by a majority vote of a quorum consisting of those members who were not parties to such action, suit or proceeding, or
- (2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested members so directs, by independent legal counsel in a written opinion, or
- (3) by the Members of the Association.

**SECTION 5.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the member of the Board of Directors or the officer or the member of such committee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XIV.

**SECTION 6.** The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Association or disinterested members of the Board of Directors or otherwise both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board of Directors or an officer or a member of such committee and shall inure to the benefit of the heirs, executors and administrators of such a person.

## **ARTICLE XV**

### **Amendments to By-Laws**

**SECTION 1. POWERS OF MEMBERS.** The By-Laws of this Association may be amended or repealed by the vote or written assent of Members entitled to exercise a majority of a quorum at a meeting of Members duly called for such purpose, provided the proposed amendment has been submitted to each Member together with the advance notice of said meeting.

**SECTION 2. POWERS OF DIRECTORS.** Subject to the right of the Members to amend or repeal these By-Laws as provided in Section 1, at any special or regular meetings of the Board of Directors, the Board of Directors may adopt, amend or repeal any of these By-Laws, except that only by a vote of the Members, as provided in Article XV, Section 1, may the following By-Laws be amended or changed:

- (a) the provisions of Article VI, Section 2, relating to the number of Directors;
- (b) the provisions of Article V, Sections 1, 2, 3, and 4, relating to Annual Meetings, Special Meetings, Place of Meeting, and Notice of Meetings; and
- (c) the provisions of Article XI relating to Inspection of Association Records.

**SECTION 3. RECORD OF AMENDMENTS.** Whenever an amendment or new By-Law is adopted, it shall be placed in the By-Laws in a book of such changes kept by the Secretary of the Association. If a By-Law is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written assent was filed shall be also stated in said book.

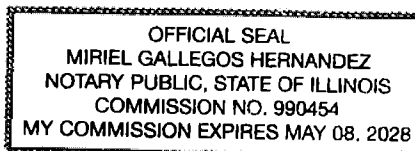
**SECTION 4. CONFLICTS.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

**AFFIDAVIT OF SECRETARY**

STATE OF ILLINOIS        )

) SS

COUNTY OF DUPAGE        )



I, Suzanne Tidwell, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Trinity Lakes Improvement Association, and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on December 2<sup>nd</sup>, 2025, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each Unit Owner at the Association or was sent by regular mail, to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of Managers for purposes of mailing notices. I further state the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 1-60 of the Illinois Common Interest Community Association Act, objecting to the adoption of this Amended and Restated Declaration.

A handwritten signature in cursive script, appearing to read "Suzanne Tidwell".

\_\_\_\_\_  
Secretary of the Trinity Lakes Improvement  
Association

SUBSCRIBED AND SWORN to before me  
this 2<sup>nd</sup> day of December, 2025.

A handwritten signature in cursive script, appearing to read "Miriel Gallegos Hernandez".  
\_\_\_\_\_  
Notary Public