

**SUMMERLAKES HOMEOWNERS ASSOCIATION
3S020 CONTINENTAL DRIVE
WARRENVILLE, IL 60555
630-393-3033**

**BYLAWS
OF
SUMMERLAKES HOMEOWNERS ASSOCIATION**

ARTICLE I

Name And Location. The name of the corporation is **SUMMERLAKES HOMEOWNERS ASSOCIATION**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 3s020 Continental Drive Warrenville, IL but meetings of members and directors may be held at such places within the State of Illinois, County of DuPage, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Summerlakes Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property herein referred to, subject to the terms of this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all the real property and improvements thereon, owned by the Association for the common use, enjoyment and convenience of the Members of the Association. The Common Area owned by the Association shall be free and clear of liens. Common Area shall include recreational facilities, retention lakes, walkways, and parking areas.

Section 4. "Member" shall mean and refer to every person who permanently resides in a Summerlakes unit and membership in the Association.

Section 5. "Owner" shall mean and refer to the owner of record (or the beneficiaries of a Land Trust which may be an owner of record) whether one or more persons or entities, of a fee simple title to any Unit which is constructed on the Property, including contract Sellers, but excluding those who have such interest as security for the performance of an obligation.

Section 6. "Unit" shall refer to any residence constructed for use by a single family, including, but not limited to, townhouses, patio homes, condominiums or single family dwellings, whether attached or detached from another similar or dissimilar unit which is constructed on the Property. If a single unit is constructed on a single lot of record (being a lot so designated on a recorded plat of subdivision) then for the purpose of this Declaration, the term "Unit" shall include such lot.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Recorder of Deeds, DuPage County, Illinois on January 1, 1975 as Document number R75-4508.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held on the second Thursday in November, at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors.

Section 3. Notice of Meeting. Written Notice of each meeting of the members shall be posted at the Clubhouse by, or at the direction of, the secretary or person authorized to call the meeting, at least forty-eight (48) hours before such meeting, exclusive of Sundays and legal holidays. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Proxies. At all meetings of members, one (1) Owner member per unit may vote in person or by proxy. All proxies shall be in writing and filed with the Facility Manager. Every proxy shall be revocable and shall automatically cease upon the termination of the meeting at which the proxy is first filed with the Facility Manager.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws

ARTICLE IV BOARD OF DIRECTORS: SELECTION - TERM OF OFFICE

Section 1. Directors. The affairs of this Association shall be managed by a Board of Seven (7) Directors.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year and four (4) directors for a term of two (2) years; and at each annual meeting thereafter, the members shall be elected for terms of two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be appointed by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association in relation to his Board member services. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action regarding financial matters, only in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by any member of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, as to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held without notice, at such intervals, place and hour as may be fixed from time to time by resolution of the Board, but in no event shall Directors' meetings be held less frequently than quarter-annually. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute quorum for the transaction of business. Every act or decision done or made by majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

1.1 Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

1.2 Suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Suspension shall remain in place until assessments are paid in full and current.

1.3 Levy fines and penalties for non-compliance of said Bylaws, Articles of Incorporation, or Declaration of Covenants.

1.3.1 Fines and penalties procedure:

a) A thirty (30) day written notice shall be sent, via first class mail, to the Homeowner, requesting a response and plan of corrective action to the Property Manager within fifteen (15) days from the date of the written notice.

b) If no response to the written notice is received within fifteen (15) days, a certified letter shall be sent to the Homeowner, requesting a response and plan of corrective action to the Property Manager within fifteen (15) days from the date of the written notice.

c) If there is no response to the certified mailing to the Homeowner; or the infraction compliance plan is unacceptable by the Board of Directors, fines shall commence thirty (30) days from the date of the certified letter.

d) Fines shall consist of thirty dollars (\$30) per whole month, plus expenses.

e) Should the Homeowner's account balance reach one hundred dollars (\$100), a lien shall be placed on their property and two hundred dollars (\$200) shall be charged to their account.

f) A Homeowner has the right to appeal to the Board of Directors to address special circumstances.

1.4 Fees and expenses are subject to change at the discretion of the Board of Directors should expenses justify such changes.

1.5 The Board of Directors shall exercise, for the Association, all powers, duties and authority vested in or delegated to this Association and not expressly reserved to the entire membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declarations.

1.6 The Board of Directors shall declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors and did not notify an officer of the Board.

Section 2. Duties. The Board of Directors shall have the duty to:

2.1 Keep a complete record of all its acts and corporate affairs and to present a statement to the members at the annual meeting of the members held on the second Thursday of the month of November.

2.2 To provide for management of the Common Area as set forth in the Declaration of Covenants.

2.3 Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

2.4 As more fully provided in the Declaration of Covenants, to:

a) Fix the amount of the annual assessment against each unit;

b) Send written notice of each assessment to every Owner;

c) Foreclose the liens against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same as more specifically set forth in the Declaration of Covenants;

d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

g) Cause the Common Area to be maintained.

2.5 Cause all properties within the Association to adhere to the following exterior maintenance guidelines:

- a) All exterior materials must be approved by the Board of Directors.
- b) All fencing materials must be approved by the Board of Directors and adhere to the following:
- c) No chain-link fencing is permitted;
- d) Acceptable fencing materials (composite, wood, UPVC - stained, natural, or painted a color approved by the Board of Directors) may not be higher than six feet (6') above the surface of the ground;
- e) Any fence damaged (by weather, wear, graffiti, etc.), must be repaired according to these Bylaws within 30 days with the exception of graffiti which must be repaired within 72 hours per Warrenville City Ordinance.

All fencing must be kept in good repair or will be subject to fines and penalties as stated in these Bylaws.

2.6 All Exterior structure colors must be approved by the Board of Directors and adhere to the following:

- a) Neon colors are strictly prohibited.

2.7 All roofing replacement materials must be approved by the Board of Directors.

2.8 All driveway materials must be approved by the Board of Directors.

2.9 Storage of recreational vehicles on driveways is prohibited, and no storage of recreational vehicles on the side of property within view from the street is permitted.

2.10 Holiday lights and yard decorations must be removed within fifteen (15) days of the holiday with the exception of December. All December holiday lights and yard decorations must be removed by March 1.

2.11 No more than three (3) antenna's, including satellite dishes, are permitted on a property.

2.12 Vehicles are strictly prohibited from being parked in front yards at any and all times, with the exception of the time period immediately following a two inch (2”) snowfall when vehicles must clear the streets to allow for municipal vehicles to complete snow removal. Vehicles parked in front yards during the snow removal process must be immediately returned to driveway and/or street parking once the street adjacent to the property is clear.

2.13 Properties within the Association must adhere to the following landscape guidelines:

- a) Conservation/wild prairie landscaping, including a maintenance plan, must be approved by the Board of Directors. Controlled burning is not permitted even if a native landscape plan is approved;
- b) Asphalt or concrete driveways may be edged with approved stone, brick, or stone products, no wider than eighteen inches (18”) per side, but may not be used for parking purposes. If widening driveway for parking purposes, material must be consistent with material currently in place.

Clubhouse Rules and Regulations, as per the Board of Directors, are detailed in the Homeowners Handbook. See the Clubhouse Manager.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall, at all times, be members of the Board of Directors, a Secretary, and Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring such said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board. The Secretary may designate the Facility Manager to do so.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to members. The Treasurer may designate the Facility Manager to do so.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint committees as it deems appropriate in carrying out the purposes of the Declaration, Articles of Incorporation and these Bylaws.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection during normal business hours by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:
Summerlakes Homeowners Association.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of a quorum of Board members present.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day (1st) of January and end on the thirty-first (31st) day of December of every year.