

# **Georgetown Homeowners' Association, Inc.**

**Articles of Incorporation  
Declaration of Covenants  
By – Laws**

Revised November 2, 1987

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**I. RESTATED ARTICLES OF INCORPORATION  
OF  
GEORGETOWN HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the requirements of the statutes of the State of Illinois, and pursuant to Article XVI of the Articles of Incorporation of Georgetown Country Club, Inc., as adopted on the 2nd day of September, 1970, the undersigned, all of whom are residents of McDonough County, Illinois, and all of whom are of full age and having been duly elected as Directors of said Corporation in accordance with Article VII of the Articles of Incorporation, do hereby submit amended and restated Articles of Incorporation as follows:

**ARTICLE I**

The date of incorporation was September 8, 1970. The name under which the corporation was incorporated was Georgetown Country Club, Inc.. The name was changed by these Articles of Amendment to Georgetown Homeowners' Association, Inc. The effective date of this amendment is the date of issuance of the certificate of amendment by the Secretary of State.

The address of the registered office is 6 Arlington Drive, Macomb, Illinois and the name of the registered agent is Sarah J. Lansdown on the date of filing the restated articles.

The name of the corporation is **GEORGETOWN HOMEOWNERS' ASSOCIATION, INC.**, hereafter called the "Association".

**ARTICLE II**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as: Plat of Georgetown, as amended, and filed on the 12th day of December, 1984 Plat Book 6 at Page 142, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose to:

a] exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Recorder of McDonough County and as the same may be amended

from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b] fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c] acquire [by gift, purchase or otherwise], own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

d] borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

e] have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Illinois by law may now or hereafter have or exercise.

f] The corporation is not a homeowner association which administers a common interest community as defined in subsection [c] of Section 9-102 of the Code of Civil Procedure.

### **ARTICLE III**

#### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment by the Association. Ownership of such Lot or Living Unit shall be the sole qualification for membership.

### **ARTICLE IV**

#### **VOTING RIGHTS**

The Association shall have one class of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership by Article V. When more than one person holds such interest in any Lot or Living Unit, all such persons shall be members. The vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit. When a Class A member owns more than one Lot or Living Unit, such member shall be entitled to one vote only. Lots owned by Waller Bros., Inc. located on Arlington and Carriage Hill entitles the owner Class A membership in the Association in accordance with provisions of Article VI prior to adoption of Amendments.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of nine [9] Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

Hereafter, at each annual meeting the members shall elect three directors for a term of three years, and, in addition, elect Directors to fill the unexpired terms of vacancies that may exist.

## **ARTICLE VI**

### **LIABILITIES**

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed 50 percent of its income for the previous fiscal year, except that additional amounts may be authorized by the assent of two-thirds [2/3] of the Class A membership.

## **ARTICLE VII**

### **ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. The Association may, at any time, annex additional residential properties and common areas to the Properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds [2/3] of the entire Class A membership.

## **ARTICLE VIII**

### **MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds [2/3] of the entire Class A membership.

## **ARTICLE IX**

### **AUTHORITY TO MORTGAGE**

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds [2/3] of the entire Class A membership.

## **ARTICLE X**

### **AUTHORITY TO DEDICATE**

The Association shall have power to dedicate, sell 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 the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds [2/3] of the votes of the entire Class A membership agreeing to such dedication, sale or transfer.

## **ARTICLE XI**

### **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds [2/3] of the entire Class A membership. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and used that would most nearly reflect the purposes and used to which they were required to be devoted by the Association.

## **ARTICLE XII**

### **DURATION**

The corporation shall exist perpetually.

## **ARTICLE XIII**

### **MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VI THROUGH XI**

In order to take action under Articles VI through XI, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent [60%] of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-third [2/3] of the Class A membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

## **ARTICLE XIV**

### **AMENDMENTS**

Amendment of these Articles shall require the assent of 75 percent [75%] of the Class A membership.

**II. AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
GEORGETOWN HOMEOWNERS' ASSOCIATION, INC.**

**THIS DECLARATION**, made on the date hereinafter set forth by **GEORGETOWN HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, GEORGETOWN HOMEOWNERS' ASSOCIATION, INC., and its members are the owners of certain property in the County of McDonough, State of Illinois, which is more particularly described as:

Part of the South Half [S ½] of Section 34, Township 6 North, Range 3 West of the 4th Principal Meridian, more particularly described as follows: Beginning at the Northeast corner of the South Half [S ½] of said Section 34, running thence South 0°46' West along the east line of said Section 34, three hundred ninety-six [396] feet; thence North 89°20' West one hundred eighty [180] feet to the point of beginning; from the point of beginning thence South 0°46' West three hundred twenty [320] feet; thence South 89°20' East one hundred eighty [180] feet to the East line of said Section 34; thence South 0°46' West along the east line of said Section 34 one thousand nine hundred sixty-four and five tenths [1964.5] feet to the South line of said Section 34; thence North 89°33'43" West along the South line of said Section 34 four hundred fifty [450] feet; thence along the south line of the South one-half [S ½] of Section 34 North 89°33'43" West 916.5 feet to an old fence line marking the west line of the East one-half [E ½] of the Southeast Quarter [SE ¼] of Section 34; thence North 0°48'24" East along said fence line 924.6 feet to an iron pipe stake; thence North 47°33' West 752.5 feet to the Southwest corner of Lot Q of Georgetown Second Subdivision of the above mentioned South-One-half [S ½] of Section 34, said subdivision being as shown by a plat recorded in Plat Book 5, pages 76-77 in the Recorder's Office of McDonough County; thence North 0°40' East 1060.0 feet; thence South 89°20' East 422.0 feet; thence north 200.0 feet to the North line of the South Half of said Section 34; thence South 89°20' East along the North line of the South Half of said Section 34 685.70 feet; thence South 50.0 feet to the Northwest corner of Block O of Georgetown Second Subdivision of the South One-half [S ½] of Section 34, in Township 6 North, Range Three [3] West of the Fourth Principal Meridian, McDonough County, Illinois, and as shown by a plat recorded in Plat Book 5 at page 76 in the Recorder's Office of McDonough County; thence from the Northwest corner of said Block "O" and run thence South 89°20' East along the South right of way line of West Adams Road 269.70 feet; thence South 41°47'40" East 218.80 feet; thence South 80°26'40" East 118.00 feet; thence South 57°55'50" East 126.30 feet;



thence South 0°46' West 100.54 feet to an iron stake at the Southwest [SW] corner of Block "O" being the place of beginning.

**NOW THEREFORE**, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. "Association" shall mean and refer to Georgetown Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association specifically designated and recorded as "Common Area", for the common use and enjoyment of the members of the Association.

Section 4A. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the "Common Area".

Section 4B. "Living Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or living unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## **ARTICLE II**

### **ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. Annexation of additional property shall require the assent of two-thirds [2/3] of the Class A members at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty-percent [60%] of the votes of the Class A membership shall constitute a quorum. If the required is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds [2/3] of the Class A membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

## **ARTICLE III**

### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment by the Association. Ownership of such Lot or Living Unit shall be the sole qualification for membership.

## **ARTICLE IV**

### **VOTING RIGHTS**

Class A. Class A members shall be all those Owners as defined in Article III. Class A members shall be entitled to one vote for each Lot or Living Unit which they hold interest required for membership by Article III. When more than one person holds such interest in any Lot or Living Unit, all such persons shall be members. The vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit. When a Class A member owns more than one Lot or Living Unit, such member shall be entitled to one vote only.

## ARTICLE V

### PROPERTY RIGHTS

Section 1. 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 assessed Lot or Living Unit, 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 to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- c] 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 facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder;
- d] the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- e] 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 the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds [2/3] of the votes of the Class A membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance, and
- f] the right of the individual owners to the non-exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights.

- a] Ownership of each Lot or Living Unit shall entitle the owner or owners thereof to the exclusive use of not more than two (2) automobile parking

spaces, which shall be as near and convenient to said Lot or Living Unit as reasonably possible, together with the right of ingress and egress in and upon said parking areas.

b) Restrictions as to Vehicles. The parking areas in the vicinity of the town houses shall be restricted to automobiles, 2-wheeled vehicles and/or pickup type trucks only, belonging to owners or parties residing in or on any lots in the subdivision, and their guests and invitees; excepting however, campers, trailers, trucks, etc., may be parked in the areas solely for the purpose of promptly loading or unloading. No repairs, maintenance or overhaul of vehicles may be performed on the parking areas except for minor emergency repairs or adjustments.

c) Automobiles or other vehicles parked in the parking areas designated exclusively for owner or owners as specified in section [a] above, without the consent of the designated homeowner, or a representative of the homeowner, shall be considered as being illegally parked. The Board of Directors shall cause such vehicles to be towed to a location designated by it and the owner shall be assessed the cost of such removal.

## **ARTICLE VI**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: [1] annual assessments or charges, [2] exterior maintenance as provided in Article IX, and [3] special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall be also the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, services, including but not limited to, sewage, water distribution, street lights, street maintenance, garbage pickup and similar services, and facilities devoted to this purpose and related to the use and enjoyment of.

Section 3. Basis of Annual Assessments. The amount and time of payment of annual assessments shall be determined by the Board of Directors of the Association pursuant to this declaration and the By-Laws after said directors have given due consideration to the current maintenance cost for common areas and the exterior maintenance cost as provided in Article IX of this declaration and the future needs and contingencies necessary for the successful financial operation of the Association and delivery of necessary services and goods to the Association members. Not later than thirty [30] days prior to the beginning of each fiscal year, the Board of Directors of the Association shall estimate the total expenses to be incurred for the forthcoming year for the purpose set out by SECTION 2 of this Article and for such other purposes as the Board of Directors shall deem necessary and expedient to the successful financial operation of the Association and delivery of services and goods required by the membership. The board shall also then determine the estimated amount of regular assessments against each owner pursuant to Article IX for exterior maintenance of each owner's property. The board may also determine the amount of any special assessments for capital improvements which have been approved as required by SECTION 4 of this Article. Notice shall be given each member of the date of the July meeting, at which meeting the amount of assessment for the ensuing year shall be determined. Each member shall thereafter pay to the Association the assessment so determined in such installments as may be established by the Association and/or the Board of Directors. In the event the Association shall determine, at any time during the fiscal year, that the estimate of common expenses, and/or maintenance expenses and/or special assessment for capital improvements which have been approved according to these By-Laws shall be or will become inadequate to meet all of the expenses herein for any such reason, the Board may immediately determine an approximate amount of such inadequacy and issue a supplemental estimate of said common expenses, maintenance expenses, and/or approved special assessments for capital improvements and determine the revised amount of total assessment against each owner. In the event such supplemental estimate is issued by the Board, it shall become immediately due and payable in such installments as the Board shall establish beginning with the next regular pay period after issuance.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds [2/3] of the votes of the class A members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments for maintenance of the common area must be fixed at a uniform rate for all lots and living units, and may be collected on a monthly basis.

Section 6. Quorum For Any Action Required Under Section 4. At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent [60%] of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half [1/2] of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty [60] days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The first annual assessment on a Living Unit shall be adjusted according to the number of months remaining in the fiscal year subsequent to date of occupancy. The Board of Directors shall fix the amount of the annual assessment against each Lot or Living Unit at least thirty [30] days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot or Living Unit have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid by the 10th of the month for which they are levied shall be delinquent. A "Late Charge" as established by the Board of Directors shall be levied on each assessment not paid within ten [10] days following the date of delinquency as cited herein. Such penalty shall be levied only once on a specific monthly assessment. Penalty as referred to herein may be waived only by the Board of Directors when extenuating circumstances indicate such action is warranted. If the assessment is not paid within thirty [30] days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest as established by the Board of Directors being consistent with current interest rates, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Living Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property shall be exempt from all assessments created herein, including but not limited to, maintenance on the Common Area and exterior maintenance; including, [a] all property owned by the Association; [b] all properties dedicated to and accepted by a local public authority; [c] the Common Area; and [d] all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Illinois. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## **ARTICLE VII**

### **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed

to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## **ARTICLE VIII**

### **ARCHITECTURAL CONTROL**

Section 1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties and single family residences here, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three [3] or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty [30] days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The Association is exempt.

## **ARTICLE IX**

### **EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area described aforesaid; the Association; [a] shall provide exterior maintenance upon each Lot or Living Unit which is semi-attached or attached; [b] may provide exterior maintenance upon a single family detached dwelling or site; [c] the said maintenance shall be as follows: paint, repair, replace and care for roofs and gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements; such exterior maintenance shall not include glass surfaces, patios or carports; [d] in the event an Owner of any Lot or single family residence in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds [2/3] vote of the Board of



Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior or the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject as set forth herein, and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided herein. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required herein, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access. For the purpose solely of performing the exterior maintenance required [authorized] by this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot or exterior of any Living unit.

## **ARTICLE X**

### **USE RESTRICTIONS**

Section 1. Pets. No member or his tenant shall be permitted to allow his dog or other animal pet to run at large through the Common Areas. This does not restrict the keeping of dogs or pets on an individual's own lot or lots. Persistent violations of this section shall be reported to the Board of Directors of this Association for remedial action.

Section 2. Use Restriction. No buildings constructed in the Georgetown Homeowners' Association, Inc. Community Area, may be used for the housing of students of any age or category with the exception of members of a family or short-term student guests of a family living in the area.

## **ARTICLE XI**

### **EASEMENTS**

The holder of Class A stock agrees that all necessary easements and rights-of-way, as deemed necessary by the Association shall be agreed to by the holders of such Class A stock without limitations.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. These covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to these covenants, their respective legal representatives, heirs, successors and assigns, for so long as the Association exists. The covenants and restrictions may be amended by an instrument signed by not less than seventy-five percent [75%] of the Class A Lot Owners. Any amendment must be properly recorded.

**III. BY-LAWS  
OF  
GEORGETOWN HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**

NAME AND LOCATION. The name of the corporation is GEORGETOWN HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 6 Arlington Drive, Macomb, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of McDonough, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to GEORGETOWN HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4A. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 4B. "Living Unit" shall mean and refer to any portion of a building situated upon the properties designated and intended for use and occupancy as a residence by a single family.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of McDonough County, Illinois.

### **ARTICLE III**

#### **MEMBERSHIP**

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment by the Association. Ownership of such Lot or Living Unit shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed sixty [60] days, for violation of any rules and regulations established by the Board of Directors governing the Common Area and facilities.

### **ARTICLE IV**

#### **PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

### **ARTICLE V**

#### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of nine [9] directors who need not be members of the Association.

Section 2. Election. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three 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 successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting, at which time, a replacement shall be elected for the unexpired term.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expense incurred in the performance of his duties.

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

## **ARTICLE VI**

### **MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said 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 directors, after not less than three [3] days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a 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.

Section 4. Fiscal Year. The fiscal year of the Association shall begin on the first day of September and end on the 31st day of August of every year thereafter.

## **ARTICLE VII**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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, in respect 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 VIII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

- a] 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;
- b] exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- c] 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
- d] employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a] cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth [1/4] of the Class A members who are entitled to vote;

b] supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c] as more fully provided herein, and in the Declaration, to:

1] fix the amount of the annual assessment against each Lot at least thirty [30] days in advance of each annual assessment period, as hereinafter provided in Article XII, and

2] send written notice of each assessment to every Owner subject thereto at least thirty [30] days in advance of each annual assessment period.

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; and

h] cause the exterior of the dwellings to be maintained.

## **ARTICLE IX**

### **COMMITTEES**

Section 1. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

a] Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

b] A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the

properties, and shall perform such other functions as the Board in its discretion determines;

c] A Publicity Committee which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association;

d] An Audit Committee which shall supervise the annual audit of the Association's books.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, directors or officer of the Association as is further concerned with the matter presented.

## **ARTICLE X**

### **MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held the first Tuesday in October of 1971 and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M.. If the day for the annual meeting of the members is a legal holiday, the meeting will 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 by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth [1/4] of all of the votes of the entire membership or who are entitled to vote one-fourth [1/4] of the votes of the Class A membership.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. 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. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenths [1/10] of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of



Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at a meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## **ARTICLE XI**

### **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 a 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 with or without cause by the Board. Any officer may resign at any time by giving 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 in the manner prescribed for regular election. The officer elected 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 maybe held by the same person. No person shall simultaneously hold more than one of any of the other offices except in 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 cosign 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 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.

### **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 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 the members.

## ARTICLE XII

### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: [1] annual assessments or charges, and [2] special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis of Annual Assessments. The basis of the annual assessment to members of the Association shall be determined as established by the Board of Directors of the Association from time to time hereafter in accordance with the provisions of Section 3, Article VI of the Declaration of Covenants, Conditions and Restrictions of Georgetown Homeowners' Association, Inc., which are deemed to be made a part of this section of the By-Laws as fully and with the same force and effect as though set out in this section verbatim.

Section 4. Examination of Annual Assessment. Each member of this Association shall be entitled to examine the annual assessment determined by Section 3 of this Article and Section 3 of Article VI of the Declaration of Covenants, Conditions and Restrictions of Georgetown Homeowners' Association, Inc., as the same is determined from time to time by the Board of Directors. The Secretary and Treasurer shall keep on file for public inspection the annual assessments as so determined and these may be inspected at a reasonable time and place by any member of the Association who makes written request to examine said assessments with the Secretary and/or Treasurer of the Association. Written objection to the assessment may be made by any member of the Association within ten days after the receipt of such assessment as determined pursuant to Section 3 of this Article. The Board of Directors shall, upon receiving such written objection, review the calculations pertaining to the specific written objection raised and determine or re-determine the correctness of the assessment. To the contrary notwithstanding, no written objection shall be deemed, however, to

impair the validity of the assessment, once made by the Board pursuant to Section 3 of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixture and personal property related thereto, provided that any such assessment shall have the assent of two-thirds [2/3] of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Uniform Rate. Both annual and special assessments against Class A membership must be fixed at a uniform rate for all lots and living units, and may be collected on a monthly basis.

Section 7. Quorum for Any Action Authorized Under Sections 3 and 5. At the first meeting called, as provided in Sections 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent [60%] of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half [1/2] of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty [60] days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots or Living Units on the first day of the month following occupancy of the Living Unit. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Living Unit at least thirty [30] days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date for all assessments shall be the first day of the month for which the assessment is levied. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot or Living Unit have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments: Remedies of the Association.

The due date for all assessments shall be the first day of the month for which assessed. Any assessments which are not paid by the 10th of the month for which levied shall be delinquent. A late charge as established by the Board of Directors shall be levied on each assessment not paid within ten [10] days following the date of delinquency as cited herein. Such penalty shall be levied only once on a specific monthly assessment. The penalty as referred to herein may be waived only by the Board of Directors when extenuating circumstances indicate such action is warranted. If the assessment is not paid within thirty [30] days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest established by the Board of Directors being consistent with then current interest rates, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of this Lot or Living Unit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien.

However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to the Declaration shall be exempt from all assessments created herein, including but not limited to, maintenance on the Common Area and the exterior maintenance including, [a] property owned by the Association; [b] all properties dedicated to and accepted by a local public authority; [c] the Common Area; and [d] all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Illinois. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## **ARTICLE XIII**

### **BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for

inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE XIV**

#### **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: GEORGETOWN HOMEOWNERS' ASSOCIATION, INC..

#### **ARTICLE XV**

#### **AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of Class A membership of a quorum of members present in person or by proxy.

Section 2. In 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.

#### **ARTICLE XVI**

#### **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day in September and end on the 31st day of August of every year thereafter.