

UNOFFICIAL COPY
EXHIBIT D TO DECLARATION FOR CONDOMINIUM OWNERSHIP
FOR
THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM

BY-LAWS OF THE GOLF VILLAS OF
WHITE EAGLE CLUB CONDOMINIUM

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ARTICLE I MEMBERS (UNIT OWNERS)

SECTION 1 The members of THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association" shall consist of the respective Unit Owners in the Property known as THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by their respective Unit Owners, as said terms are defined in Article I of the Declaration for Condominium Ownership for THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM, which Declaration is or shall be, recorded in the office of the Recorder of Deeds of DuPage County, Illinois, and appended to which said Declaration as Exhibit D thereto is a copy of these By-Laws. The words "member" or "members" as used in these By-Laws means, and shall refer to a "Unit Owner" or the "Unit Owners," as the case may be, referred to in the Declaration and the Illinois Condominium Property Act (the "Act") of the State of Illinois. This Association, may at anytime hereafter be incorporated under the General Not for Profit Corporation Act of the State of Illinois.

SECTION 2 The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the

Property his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. The Association may, but need not, issue certificates evidencing membership therein.

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SECTION 3 The definitions of words and terms listed in Article I of the Declaration shall apply to those words and terms as used in these By-Laws.

SECTION 4 A) Meetings of Unit Owners shall be held on the Parcel, or at such other places in DuPage County, Illinois as may be specified in the notice of the meeting. An annual meeting of the Unit Owners shall be held in May of each year, on the date and hour specified in the written notice of such meeting. Special meetings of the Unit Owners may be called by the president or by a majority of the directors of the Board, or by Unit Owners having at least twenty percent (20%) of the votes entitled to be cast at such meeting.

B) Meetings of the Board of Managers (sometimes referred to as Directors) shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses; any vote on these

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matters shall be taken at a meeting or portion thereof open to any Unit Owner; any Unit Owner may record the proceedings at a meeting required to be open by the Act, by tape, film or other means; 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 before the meeting is convened; and copies of notices of meetings of the Board of Managers shall be posted in entranceways, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the Board of Managers, except where there is no common entranceway for seven (7) or more units, the Board of Managers may designate one or more locations in the proximity of these units where the notices of meetings shall be posted.

C) Written notice of any membership meeting shall be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days notice of the time, place and purpose of said meeting.

SECTION 5 The aggregate number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if

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the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting each Unit Owner and filed with the Board. The Developer may exercise the voting rights with respect to completed unsold Units while owned by the Developer.

SECTION 6 In all elections for Directors, each Unit Owner shall be entitled to vote on a cumulative voting basis.

SECTION 7 A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding at least thirty-five (35%) percent of the votes entitled to be cast at such meeting.

A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact; the proxy shall be invalid after eleven (11) months from the date of execution, unless otherwise provided in the proxy; and every proxy must bear the date of execution.

SECTION 8 A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

ARTICLE II BOARD OF MANAGERS

SECTION 1 The Board of Managers of the Association, sometimes referred to herein as the "Board" or "Board of Directors", shall consist of five (5) persons elected by the

Unit Owners. At the first election, two (2) members shall be elected and qualified, and three (3) members shall be elected for two (2) year terms or until their successors shall be elected and qualified. Thereafter, the terms of at least one-third (1/3) of the members of the Board shall expire annually and all members of the Board shall be elected at large.

SECTION 2 Each Director elected by the Unit Owners shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner), and each Director elected by the Unit Owners shall also reside on the Property. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

SECTION 3 The method of filling vacancies on the Board or among the officers includes authority for the remaining members of the Board to fill the vacancy by two-thirds (2/3) vote until the next annual meeting of unit owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners 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 unit owners holding twenty percent (20%) of the votes of the association requesting such a meeting.

SECTION 4 An annual meeting of the Board shall be held immediately following the annual meeting of Unit Owners and at the same place. Special meetings of the Board shall be held upon call by the president or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A "meeting of the Board of Managers" means any gathering of a majority of the members of the Board of Managers, held for the purpose of discussing Board business.

SECTION 5 Any Director may be removed from office by the vote of at least two-thirds of the votes of all Unit Owners.

SECTION 6 Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

SECTION 7 The powers and duties of the Board shall include, but not be limited to, the following:

- a) To elect the officers of the Association as hereinafter provided;
- b) To administer the affairs of the Association and the Parcel;
- c) To open bank accounts in the name of the Association, and designating signatories thereto;

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- d) To formulate policies for the administration, management, use and operation of the Parcel;
- e) To adopt necessary rules and regulations to implement the policies formulated for the administration, management, use and operation of the Parcel. Such rules and regulations may be amended from time to time;
- f) To obtain insurance on the Parcel consistent with the requirements of the Declaration;
- g) Selling, leasing, mortgaging, exercising the voting power of (other than for the election of members of the Board of Directors) or otherwise dealing with units acquired by the Association, on behalf of all Unit Owners;
- h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- i) Acting on behalf of the Association, the Board may enforce, by any legal means, the provisions of the By-Laws of the Association, or the Declaration, or the Rules and Regulations of the Association;
- j) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- k) To engage the services of a manager or a managing agent to serve the Association to the extent and on such terms as may be deemed advisable by the Board.
- l) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- m) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Property and

the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of the managing agent);

- n) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a Board of Directors referred to in the General Not for Profit Corporation Act of the State of Illinois, and all powers and duties of a Board of Managers, or a Board of Directors referred to in the Declaration or these By-Laws;
- o) To meet at least four times annually;
- p) Adoption and amendment of rules and regulations covering the details of the operation and use of the property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the requirements of Section 18 (b) of the Act. However, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution;
- q) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- r) Impose charges for late payments of a Unit Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;
- s) Unless the condominium instruments expressly provide to the contrary, assign its right to future income, including the right to receive common expenses;
- t) Record the dedication of a portion of the common elements to a public body for use as, or in

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connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Act; and

- u) Record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Illinois Condominium Act.

SECTION 8 All officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in the custody of the Association plus the Association Reserve Fund, the premium cost of which shall be paid by the Association.

All management companies who either handle or are responsible for funds held or administered by the Association shall furnish a fidelity bond to the Association which covers the maximum amount of Association funds and Association reserves that will be in the custody of the management company, the premium cost of which shall be paid by the Association, and shall at all times maintain a separate account for each reserve fund, for the total operating funds of the Associations managed by the management company and for all other moneys of the management company.

For the purpose of this Section 8, a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a Unit Owner, Unit Owners or Association of Unit Owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day-to-day operation and management of any property subject to

the Act. For purposes of this section, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the Association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board of Managers. R89-18990

SECTION 9 The following matters shall require the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners at a meeting duly called for that purpose:

- 1) merger or consolidation of the Association;
- 2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and
- 3) the purchase or sale of land or of Units or purchase of a mortgage upon a Unit on behalf of all Unit Owners.

ARTICLE III

OFFICERS

SECTION 1 At each annual meeting, the Board shall elect the following officers from members of the Board of the Association.

- a) A President, who shall be a director and shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association.
- b) A Vice-President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President.

- c) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall, in general, perform all the duties incident to the office of Secretary.
- d) A Treasurer, who shall keep the financial records and books of account.
- e) Such additional officers as the Board shall see fit to elect.

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SECTION 2 The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3 Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

SECTION 4 The method of filling vacancies on the Board or among the officers shall be in accordance with Section 3 of Article II of the By-Laws, and Section 18 (a) (13) of the Act.

In the performance of their duties, the officers and members of the Board are required to exercise the care required of a fiduciary of the Unit Owners.

SECTION 5 The officers shall receive no compensation for their services unless expressly provided for in a resolution duly adopted by the Unit Owners.

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ARTICLE IVASSESSMENTSSECTION 1

The Board shall cause to be prepared a detailed proposed annual budget for each fiscal year of the Association setting forth with particularity all anticipated common expenses by category including capital expenses, repairs and real estate taxes as well as all anticipated assessments and other income. Such budget shall take into account the estimated common expenses and cash requirements for the year. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

SECTION 2

The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than 30 days prior to the adoption thereof by the Board. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12th) of his proportionate share of the common expenses for such year as shown by the annual budget, as provided in Article V, Section 5 of the Declaration. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit C to the Declaration as amended from time to time. The

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Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment for common expenses by abandoning or not using his Unit or the Common Elements.

SECTION 3 For the first fiscal year, the annual budget shall be as approved by the first Board. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of closing of the sale of his Unit by each Unit Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common

Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4 Within 90 days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5 The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon 10 days notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

SECTION 6 In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which

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supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

SECTION 7 The Board shall not approve any capital expenditures in excess of Fifty Thousand (\$50,000.00) Dollars, nor enter into any contracts having a term of more than three years without the approval of a majority of the Unit Owners (as such majority is defined in the Declaration), and shall not approve any capital expenditures in excess of One Hundred Thousand (\$100,000.00) Dollars without the approval of Unit Owners owning not less than seventy-five (75%) percent in the aggregate of the total ownership interests in the Common Elements.

SECTION 8 At the time the first sale of each Unit is closed, the Unit Owner (purchaser) shall pay to the Managing Agent, or as otherwise directed by the Board, the first monthly assessment prorated from the date of closing for Purchaser's percentage of the common expenses, and an amount equal to three (3) times the first full monthly assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for expenses and start-up costs. In addition, at such closing, the Unit Owner (purchaser) shall pay an amount equal to the premium for one year's insurance coverage carried by the Association assessable against the purchased Unit prorated from the date of closing.

The amounts so paid by Unit Owners for operating reserves and start-up costs, together with amounts paid from time to time by Unit Owners for monthly assessments and supplemental assessments shall be held and used and applied from time to time for the payment of expenses as and when needed. All such amounts from time to time on hand and unexpended shall be treated and owned by the Unit Owners in accordance with their respective percentage of ownership of the Common Elements, but shall not be refundable to the Unit Owner upon sale, transfer or other circumstance.

SECTION 9 It shall be the duty of every Unit Owner to pay his proportionate share of the expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments, including but not limited to a forcible entry and detainer action as authorized by either the Condominium Property Act, or the Forcible Detainer

Act, and the collection of interest on the amount due the Association at the maximum rate permitted by law and all fees and costs (including reasonable attorney's fees).

SECTION 10 The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Parcel, specifying and itemizing the expenses incurred, and such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Unit Owners at convenient hours of week days. Such payment vouchers may be applied in such manner as the Board may deem appropriate. In the event of any default by any Unit Owner in the performance of his obligations under the Condominium Property Act or the Declaration, By-Laws, or the Rules and Regulations of the Board of Managers, the Board of Managers or its agents shall have such rights and remedies, including the right to maintain an action for possession against such defaulting Unit Owner, for the benefit of all the other Unit Owners in the manner prescribed by Article IX of the Code of Civil Procedure, Chapter 110, Illinois Revised Statutes.

SECTION 11 A) Each Unit Owner shall receive notice, in the same manner as is provided in the Condominium Property Act for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment.

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

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SECTION 12 The Board shall establish and maintain a reserve fund for replacement of improvements.

ARTICLE V USE AND OCCUPANCY RESTRICTIONS

SECTION 1 No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose.

SECTION 2 The Common Elements shall be used only for access, ingress, and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units. The use, maintenance and operation of

the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association, its Board and their authorized employees and representatives shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of Common Elements or any portion thereof.

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SECTION 3 Normal household pets may be kept in a Unit provided that all pets shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board and provided they do not, in the judgment of the Board, constitute a nuisance to others.

SECTION 4 No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall be, in the judgment of the Board, a cause of unreasonable noise or disturbance to others.

In the event of any default by any Unit Owner in the performance of his obligations under the Condominium Property Act or under the Declaration, By-Laws, or the Rules and Regulations of the Board of Managers, the Board of Managers or its agents shall have such rights and remedies including the right to maintain an action for possession against such defaulting Unit

Owner for the benefit of the other Unit Owners in the manner prescribed by Article IX of the Code of Civil Procedure Chapter 110, Illinois Revised Statutes.

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SECTION 5 Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall maintain a minimum temperature in his Unit in the winter as set forth by the Board, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. Unit Owners shall not display, hang, store, or use any signs, clothing, sheets, blankets, laundry, outside his Unit, or which may be visible through his windows from the outside (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any balcony, deck, porch, patio, fence, canopy or awning, or outside radio or television antenna, television dish or other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board or manager or managing agent.

SECTION 6 Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the administrative rules and regulations of the Board.

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SECTION 7

During the period of construction of the Buildings on the Development Site, as defined in the Declaration, by the Developer, the Developer and the beneficiaries of Developer and their agents, and contractors and subcontractors, and employees, shall be entitled to access, ingress and egress to said Buildings, and Property, as may be required in connection with said construction. Until all of the Units in the Development Site have been sold by the Developer and occupied by the purchasers, the Developer and the beneficiaries of the Developer and their agents and employees may use and show one or more of such unsold or unoccupied Units as a model Unit and sales office, and may maintain customary signs, banners and lighting in connection therewith.

SECTION 8

The common elements shall not be damaged or obstructed by any Unit Owner, whether from within or without his respective Unit, nor shall he cause damage to other Units, whether by himself or by members of his family, guests, household help or other authorized occupants or visitors.

SECTION 9

Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, trailers, boats, camping vehicles, recreational vehicles, storage containers and other such articles, shall not be stored or kept in the common areas including driveways, other than within Unit Owners designated garage except as modified by the Rules and Regulations of the Association.

SECTION 10 No Unit Owner shall overload the electric ^{R89-18930} wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, without the prior written consent of the Association or Board of Directors or manager or managing agent.

SECTION 11 A portion of less than a whole Unit shall not be rented and no transient tenants may be accommodated.

SECTION 12 Garages shall be used for the parking of motor vehicles and other customary storage purposes only. Such use shall be in a neat and clean manner consistent with their purposes as residential garages accessory to home ownership. No storage of vehicles in driveways shall be permitted.

ARTICLE VI INDEMNIFICATION

SECTION 1 The Association, as defined in the Declaration, shall indemnify any officer or director 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 or she is or was a director, officer, employee or agent of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such

action, suit or proceeding, if such person acted in good faith and in a manner he or she 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 or her 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 or she reasonably believed to be in or not opposed to the best interests of the corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her 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 procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided 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

wilful misconduct in the performance of his or her duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

SECTION 3 To the extent that a director, officer, employee or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

SECTION 4 The Association is authorized to pay expenses incurred in defending a civil or criminal action, suit or proceeding 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 director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

SECTION 5 The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or disinterested directors, or otherwise, both as to

action in his or her 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 director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 6 The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions hereof.

ARTICLE VII AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of a majority of the Unit Owners (as such majority is defined in the Declaration), upon at least ten days written notice of any meeting of the members of the Association at which time an amendment to the By-Laws is to be voted upon.

EXHIBIT E TO DECLARATION FOR CONDOMINIUM OWNERSHIP
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THE GOLF VILLAS OF WHITE EAGLE CLUB CONDOMINIUM

R89-18990

THAT PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF WHITE EAGLE CLUB UNIT 1, BEING A SUBDIVISION IN PART OF THE AFORESAID SECTION 33, RECORDED AS DOCUMENT R87-3387 IN DUPAGE COUNTY, ILLINOIS, SAID POINT BEING THE INTERSECTION OF A WESTERLY LINE OF WHITE EAGLE DRIVE WEST WITH A SOUTHERLY LINE OF WHITE EAGLE DRIVE; THENCE EASTERLY ALONG THE SOUTHERLY OF WHITE EAGLE DRIVE ON A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 1460.00 FEET, 155.00 FEET, ARC, (CHORD BEARING NORTH 76 DEGREES, 49 MINUTES, 58 SECONDS EAST, 154.93 FEET, CHORD), TO THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES, 21 MINUTES, 16 SECONDS EAST, 1411.13 FEET; THENCE NORTH 49 DEGREES, 51 MINUTES, 48 SECONDS EAST, 797.59 FEET; THENCE NORTH 32 DEGREES, 11 MINUTES, 41 SECONDS WEST, 617.59 FEET; THENCE NORTH 10 DEGREES, 30 MINUTES, 15 SECONDS WEST, 138.87 FEET; THENCE NORTH 15 DEGREES, 18 MINUTES, 11 SECONDS EAST, 250.00 FEET, TO A POINT ON THE SAID SOUTHERLY LINE OF WHITE EAGLE DRIVE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF WHITE EAGLE DRIVE ON A NON-TANGENT CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 1460.00 FEET, 455.00 FEET, ARC, (CHORD BEARING SOUTH 88 DEGREES, 48 MINUTES, 07 SECONDS WEST, 453.16 FEET, CHORD), TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

EXCEPTING THEREFROM:

THAT PART OF LOT 1 IN WHITE EAGLE CLUB UNIT 8, BEING A SUBDIVISION IN PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 6°-21'-16" WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 229.45 FEET; THENCE NORTH 84°-38'-44" EAST, 117.43 FEET; THENCE NORTH 81°-08'-44" EAST, 77.71 FEET, TO A POINT ON A NON TANGENT CURVE; THENCE SOUTHEASTERLY, ALONG A CURVE WHOSE CENTER LIES NORTHEASTERLY AND HAS A RADIUS OF 45.60 FEET, 15.21 FEET, ARC, (CHORD BEARING SOUTH 61°-03'-44" EAST, 15.14 FEET, CHORD); THENCE SOUTH 21°-08'-44" WEST, 55.10 FEET; THENCE SOUTH 6°-21'-16" EAST, 148.31 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 49°-51'-48" WEST, ALONG THE SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 189.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 0.6055 ACRES.

R89-18930

AND

THAT PART OF LOT 1 IN WHITE EAGLE CLUB UNIT 8, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH $49^{\circ}51'48''$ EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 298.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH $29^{\circ}00'00''$ WEST, 91.47 FEET; THENCE NORTH $40^{\circ}08'12''$ WEST, 40.54 FEET, TO A POINT ON CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 45.50 FEET, AN ARC DISTANCE OF 40.58 FEET, (CHORD BEARING NORTH $58^{\circ}54'00''$ EAST, 39.25 FEET CHORD), TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHEASTERLY AND HAS A RADIUS OF 525.50 FEET, AN ARC DISTANCE OF 91.52 FEET (CHORD BEARING NORTH $38^{\circ}20'12''$ EAST, 91.41 FEET CHORD); THENCE SOUTH $40^{\circ}08'12''$ EAST, 142.39 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH $49^{\circ}51'48''$ WEST, 146.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 0.4055 ACRES.