

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Buckingham Orchard, being a resubdivision of part of Lots 18 and 19 in Milton Township Supervisor's Assessment Plat No. 1 (also known as: Pleasant Hills West) of the East ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

Permanent Index Numbers: 05-01-401-044
05-01-401-045
05-01-401-047

P.A. 368, Buckingham Ct.
Lombard, IL 60148

EXHIBIT "B"

BY-LAWS BY-LAWS OF THE BUCKINGHAM ORCHARD TOWNHOME ASSOCIATION

ARTICLE I - NAME AND LOCATION

The name of the not-for-profit corporation is the Buckingham Orchard Townhome Association ("Association"). The principal office of the Association shall be located at 211 Waukegan Road, Suite 100, Northfield, IL 60093, or such other place as determined by the Board of Directors ("Board") but meetings of members and directors may be held at such places within the State of Illinois, County of DuPage as may be designated by the Board.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Administration of Property Prior to Election of Initial Board of Directors. Until the election of the initial Board of Directors, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Directors by law and in the Declaration and By-Laws shall be held and performed by the Declarant. The election of the initial Board of Directors shall be held within thirty (30) days after the occurrence of one of the following events:

- (a) Three (3) years from the date this Declaration is recorded with the Office of the Recorder of Deeds of DuPage County, Illinois;
- (b) The sale and conveyance of legal title to seventy-five percent (75%) of the Lots to Owners other than Declarant or an assignee of Declarant; or
- (c) Declarant and/or Developer elect, voluntarily, to turn over to the Members the authority to appoint the Board, which election it shall evidence by a written instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date". On or subsequent to the Turnover Date, Declarant shall convey to the Association, (subject to inspection and approval by the Association for compliance with any plans or specifications relative to the Common Areas), the Common Area to be owned by the Association hereunder and the Association shall undertake to maintain the Common Areas pursuant to the terms hereof.

Within sixty (60) days following the election of a majority of the Board of Directors other than the Declarant, the Declarant shall deliver to the Board of Directors:

- (1) All original documents pertaining to the Property (as defined in the Declaration) and its administration such as the Declaration, By-Laws, Articles of Incorporation, minutes and any Rules or Regulations governing

the Property.

- (2) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Association;
- (3) Association funds, which shall have been at all times segregated from any other monies of the Declarant;
- (4) A schedule of all real and personal Property, equipment and fixtures belonging to the Association, including documents transferring the Property;
- (5) Any contracts, leases, or other agreements made prior to the election of a majority of the Board of Directors other than the Declarant by or on behalf of Lot Owners.

Section 2. Board of Directors.

(a) The Board of Directors shall consist of three (3) persons who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. Prior to the Turnover Date the Board shall be appointed by Declarant. Except for directors appointed by the Declarant, all directors shall be a Member and shall reside on the Property, provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property unless he is a Board member nominated by the Declarant.

(b) At the initial meeting, the Voting Members shall elect three (3) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest-number of votes with respect to the number of offices to be filled shall be deemed to be elected. The two (2) persons receiving the highest number of votes at the initial meeting shall be elected to the Board for a term of two (2) years and the person receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year term. Upon the expiration of the terms of office of the Board members so elected, successors shall be elected for a term of two (2) years each, provided, however, Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board prior to the Turnover Date shall be filled by appointment by the Declarant. In all other cases, vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the

Voting Members called for such purpose. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present (at its meetings at which a quorum exists). A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may from time to time adopt.

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

Section 4. Removal. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose, such meeting to be held within thirty (30) days after the special meeting which removed the Board member.

Section 5. Meetings. The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Lot Owner, notice of any such meeting shall be received at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

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

- (a) preparation, adoption and distribution of the annual budget for the Property;
- (b) levying of assessments;
- (c) collection of assessments from members;
- (d) owning, conveying, encumbering, leasing and otherwise dealing with Common Area and Lots conveyed to or purchased by it;
- (e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Lot or Lots or for inspection of the Lots to ensure compliance with the terms and conditions of the Declaration;

(g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Area, rather than merely against the interests therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Lot owner or Lot Owners;

(h) to maintain and repair any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property, and an Owner of any Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair;

(i) The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the Association.

(j) the Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Lots requiring an expenditure in excess of seven thousand five hundred dollars (\$7,500.00), without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;

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

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

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

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

ARTICLE III - COMMITTEES

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

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

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

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

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

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

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

ARTICLE IV - MEMBERSHIP MEETINGS

Section 1. Meetings of the Owners shall be held at the principal office of the Association or at such other place as may be designated in any notice of a meeting. Any Owners in writing may waive notice of a meeting or consent to any action of the Association without a meeting.

Section 2. Special Meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all, or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Owners having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Section 3. At any meeting of the Owners, an Owner entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 4. Twenty percent (20%) of the Members of the Association present at an Owners' meeting, in person or by proxy, shall constitute a quorum.

ARTICLE V - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner and their mortgagees. The Articles and the Declaration and By-Laws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost. The Association shall also provide, upon written request by any holder, insurer or guarantor of any first mortgage that is secured by a Lot within the Property, a copy of an audited financial statement for the preceding fiscal year.

ARTICLE VI - AMENDMENTS

Declarant shall have the right to amend these By-Laws in accordance with its rights to amend the Declaration as set forth in Section 6.7 of the Declaration. These By-Laws may be amended or modified from time to time by action or approval of the Owners as provided in Section 6.6 of the Declaration. Such Amendments shall be recorded in the Office of the Recorder of Deeds of DuPage County, Illinois.

ARTICLE VII - INTERPRETATION

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

EXHIBIT "C"

SUBDIVISION PLAT

Recorded December 7, 2005 with Recorder of Deeds of DuPage County, Illinois as Document Number R2005-271050.