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STATE OF ILLINOIS
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Michel T. Brette

RECORDER

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**BRAESWOOD FOREST, BRAESWOOD ESTATES, BRAESWOOD TRAILS
HOMEOWNERS' ASSOCIATION BY-LAWS**

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BRAESWOOD FOREST
BRAESWOOD ESTATES
BRAESWOOD TRAILS
HOMEOWNERS' ASSOCIATION BY-LAWS

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BY-LAWS
OF
BRAESWOOD FOREST
BRAESWOOD ESTATES
BRAESWOOD TRAILS
HOMEOWNERS' ASSOCIATION

ARTICLE I

Name and Purposes

Section 1.01 The name of this entity shall be "Braeswood Homeowners' Association" ("Association").

Section 1.02 The first purpose of the Braeswood Homeowners' Association is to provide an operating structure for the maintenance, operation, and administration of the Common Areas, Common Items, and facilities included in or in any manner related to BRAESWOOD FOREST, BRAESWOOD ESTATES, and BRAESWOOD TRAILS subdivisions located in O'Fallon, Illinois.

The second purpose is to preserve the areas designated as Common Areas and the items designated as Common Items as defined in the Restrictions for the Subdivisions heretofore or hereafter recorded, for the permanent use and enjoyment of Members of the Braeswood Homeowners' Association.

The third purpose is to insure compliance with the requirements and general purposes and objectives for which the Common Areas and Common Items have been established.

The fourth purpose is to preserve the desirability of and the value and amenities of all Common Areas, Common Items, and the surrounding homes constructed in the Subdivisions.

ARTICLE II

Accounting Year

Section 2.01 The Braeswood Homeowners' Association shall be on a calendar year beginning January 1 and ending December 31 of each year.

ARTICLE III

Definitions

Section 3.01 The following words when used in these By-Laws (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) "Annual Common Area and Common Item Maintenance Fees" shall mean and refer to the fees established by the Board of Managers for the maintenance of the Common Areas and Common Items that are due and payable on a calendar year basis for payment by the Owner or Owners of each Lot;

(b) "Association" shall mean and refer to the Braeswood Homeowners' Association, its successors and assigns.

(c) "Board" or "Managers" shall mean the Board of Managers of the Association. The Managers on the Board may be individually or collectively referred to

herein as "Manager" or "Managers" as set forth in the recorded Restrictions for the Subdivisions heretofore or hereafter recorded.

(d) "Common Areas" shall mean and refer to those areas delineated on the recorded plats applicable to the Subdivisions as Common Areas, and all other Areas specifically designated by the Board of Managers.

(e) "Common Items" shall mean and refer to the items designated as such in these By-Laws, including but not limited to the berms, berm sprinkler systems, park areas, lakes, walking trails, entrance monuments, entrance monument lighting, detention areas, dams, concrete swales in and/or for detention areas, any auxiliary buildings which are intended for common use, all apparatus and installations, now or hereafter created on any Common Area and intended for common use, and all other items specifically designated by the Board of Managers. Common Items shall not include any item or items that solely serve a particular Lot or Single Family Dwelling.

(f) "Developers" shall mean and refer to Scott/Troy Developers, LLC, as designated in the recorded Restrictions for the respective Subdivisions heretofore or hereafter recorded.

(g) "Lot" shall mean and refer to the subdivided parcels of land shown on the subdivision plats heretofore or hereafter recorded for the Subdivisions.

(h) "Member" shall mean and refer to any Owner or Owners of Lots in any of the Subdivisions.

(i) "Mortgage" and "Mortgagee" shall mean and refer to recorded Mortgages and shall also refer to any deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(j) "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot, and shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(k) "Properties" shall mean and refer to all real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(l) "Single Family Dwelling" shall mean and refer to the buildings consisting of one dwelling unit to be constructed on each Lot.

(m) "Subdivisions" shall refer to BRAESWOOD FOREST, BRAESWOOD ESTATES, and BRAESWOOD TRAILS.

(n) "Real Estate Manager" shall refer to Noble-Vollmer Realty until all Unsold Lots have been sold. Thereafter Real Estate Manager shall refer to the person or entity retained by the Braeswood Homeowners' Association from time to time.

(o) "Unsold Lots" shall mean and refer to subdivided parcels of land shown on the subdivision plats heretofore or hereafter recorded for the Subdivisions that have not been sold to the first purchaser thereof at retail.

(p) "Successor Developer/Builder" shall refer to any person or entity that succeeds to the entire remaining interest of SCOTT/TROY DEVELOPERS, LLC in and to the Subdivisions.

(q) "Successor Manager" shall mean and refer to any Manager elected to serve after Developers have sold and conveyed fifty percent (50%) of the Unsold Lots.

ARTICLE IV

Easements and Property Rights

Section 4.01

(a) Every Owner and every resident of any Lot in any of the Subdivisions shall have a right and easement of enjoyment in and to the Common Areas and Common Items, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provisions:

(i) The right of the Managers to take such steps as are reasonably necessary to protect the Common Items against foreclosure;

(ii) The right of the Managers to promulgate rules and regulations governing the use of the Common Areas and Common Items;

(iii) The right of the Managers to suspend the voting rights and rights to use the recreational facilities by any Owners or residents for any period during which any assessment remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;

(iv) The right of the Board of Managers to dedicate and transfer all or any part of the Common Areas and Common Items, or grant such easements and

rights-of-way in and to the Common Area and Common Items to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the Common Areas and Common Items subject to the foregoing exception, that no conveyance or transfer of any or all of the Common Areas or Common Items (other than the dedication or conveyance of streets to the County of St. Clair and/or the City of O'Fallon, or other municipality or political Subdivision) shall be effective unless an instrument agreeing to such conveyance or transfer has been approved by two-thirds (2/3rds) of all Members. The Managers may dedicate or transfer the streets to St. Clair County, the City of O'Fallon, or other political Subdivision or municipality at its sole discretion without a vote of the Members;

(v) The right of the Developers and any Successor Developer/Builder to utilize the Common Areas and Common Properties for promotional periods during the period of development;

(vi) The right of Owners to perpetual easements over any part of the Common Areas for such portion of their dwelling unit that may overhang any Common Areas, and if ingress or egress is typically provided to a Single Family Dwelling unit over a particular portion of the Common Areas, then the right of said Owner of ingress and egress over such particular portion of the Common Areas;

(vii) The right of the Managers to annex additional residential and Common Areas to the jurisdiction of the Association.

(viii) The right of the Managers to retain Noble-Vollmer Realty as the entity to advertise and sell lots and residences in the Subdivisions.

(b) The Common Areas and Common Items shall be solely for the benefit, use, and enjoyment of the Members, present and future, of the Association, and with the written permission and at the discretion of the Board of Managers, may also be used by other than Members subject to the following:

(i) No Member of the Association shall be denied the use of the Common Areas and Common Items for any reason related to the Board of Managers providing permission to non-members of the Association to use the Common Areas and Common Items;

(ii) All rules and regulations applicable to Members shall be applied to non-members being permitted to use the Common Areas and Common Items;

(iii) Use by non-members shall be permitted by the Board of Managers only after a written request by a Member for a group that will utilize the Common Areas and Common Items in the presence of the Member who shall be responsible for supervision of the non-members and responsible for damages to the Common Areas and Common Items including clean-up and policing of all items brought to the Common Areas or Common Items by the non-members.

(iv) Upon a vote at any regular or special meeting called for the purpose of implementing this portion of the By-Laws, the Members, by an eighty percent (80%) vote, can restrict the Board of Managers to further limit the use of the Common Areas and Common Items by non-members. The vote can include elimination of the right of non-members to utilize the Common Areas and Common Items, and similarly, can empower the Board of Managers to more liberally permit use of the Common Areas

and Common Items provided that eighty percent (80%) of the Members vote in favor of amendments to accomplish the desired intentions of the Members.

(v) The Board of Managers shall when being requested to grant permission for non-member use, give priority to Members' children and family members residing with Members, for birthday parties, Members' family reunions, anniversary get-togethers, and similar items;

(vi) The Board of Managers shall not provide permission to non-member groups consisting of sororities, fraternities, class reunions, church groups, service clubs, and social organization functions where the number of non-members to be present exceeds ten (10), and the requesting Member must be present with the group at all times.

(c) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Areas and Common Units.

(d) In the event that any utilities and utility connections serving a Lot are located in part on a Lot other than the Lot being served by such utilities in connections, the utility company, the Owner of the Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for repair, maintenance and replacement of such line or connection.

(e) Wherever connections of sanitary and storm sewer, water, electrical, telephone, cable TV, internet cable, or gas lines are installed within the Subdivisions and the connections, or any portion thereof, lie in or upon Lots, buildings or

structures thereon owned by others than the Owner served by said connections, the Association, the utility companies, and the Owners of any Lot served by said connection shall have the right to and are hereby granted easements to the full extent necessary to construct, reconstruct, repair, replace and maintain said connections, and to enter upon Lots or to have the utility companies or repairmen enter upon Lots within the Subdivisions in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, and further, if the Association deems the repair, replacement or maintenance of any such connection to be an emergency, the Association shall have the right to repair, replace, or maintain such connection and assess the costs thereof against the Lots served by such connection in the amounts the owners would otherwise be responsible for by reason of being served by the easement, and each Owner, for himself, herself, or itself, his, her, or their heirs, successors and assigns, covenant that said Owners will pay the Association, or its collection agent, said assessment upon demand or in such periodic payments as may be determined by the Board of Managers, and that said assessment, if not so paid on the date when due, shall become a continuing lien on the Lot owned by said Owner and be the personal obligation of the Owner, and shall be subject to collection, enforceability, foreclosure, and remedies to the Association in the manner set forth herein for other assessments by the Association including the costs of collection and reasonable attorney's fees.

(f) The Developers reserve to themselves, Successor Builder/Developer, the Association, its managers, officers, agents and employees, the

City of O'Fallon Fire District, the City of O'Fallon Water District, the City of O'Fallon Sewer Company, Illinois Power Company, telephone, cable TC, internet cable and all utility service providers, together with their successors and assigns, a nonexclusive easement over, under and through the Subdivisions for the purpose of installing, repairing, or maintaining utility lines on areas located within the Subdivisions, including, but not limited to, storm water ponds and storm water inlets, sanitary sewers, gas lines, electric lines or cables, water lines, telephone lines, fiber-optic transmission lines, streetlights, and similar items. The Developers provide no warranties or indemnifications against claims in regard to use of the easements by parties named herein and further disclaim liability for the health hazards of utility lines. Owners assume any and all risks inherent with the existence of utility lines, including but not limited to electrical lines, over any Lot and/or Common Area.

(g) Sump pump drainage lines must expel water to the rear of any improvements constructed on any Lot unless otherwise approved in writing by the Board of Managers. Sump pump drainage must not create a nuisance to any neighboring Lot, Common Areas or Common Items. Any violation of the sump pump draining to the rear requirement shall be subject to correction by the Board of Managers without permission of the Lot Owner, and the cost of such work shall become a continuing lien on the Lot and be the personal obligation of the Owner, and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth herein for other assessments by the Association including the costs of collection and reasonable attorney's fees.

(h) All Lots in the Subdivisions shall be subject to a perpetual easement in gross to the Association, its agents, employees, and representatives, as well as the successors and assigns of the Association for ingress and egress to perform obligations of the Board of Managers and duties as required by these By-Laws. Should it be necessary to enter upon a Lot in order to maintain, service, improve, repair or replace any Common Area or Common Item, or any other item required or permitted to be maintained by the Association hereunder, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association signed by one or more Members of the Board of Managers or any agent designated in writing by the Board of Managers.

(i) The Common Areas and Common Items, and in addition thereto, all Lots in the Subdivisions shall be subject to a perpetual easement in gross to the Developers, and any Successor Developer/Builder for access, ingress and egress, to perform any duties and obligations which may be imposed upon the Association, its successors and assigns, by these By-Laws, or by any state, county, municipal, or other governmental agency, including but without limitation, any obligations or duties that may be helpful or necessary for the release of escrow deposits with any such state, county, municipal or other governmental agency.

ARTICLE V

Voting Rights

Section 5.01 The Braeswood Homeowners' Association shall be governed by a Board of Managers elected as hereinafter provided. Voting rights with respect to the

election of the Board of Managers and the determination of items decided at Braeswood Homeowners' Association meetings shall be determined as follows:

(a) At Braeswood Homeowners' Association meetings, all Lot Owners shall be entitled to one (1) vote for each Lot owned (with the exception of the Developers). When more than one Owner holds an interest in any Lot, the Lot shall be entitled to a single vote; however, all such persons holding an interest in the Lot shall be Members. Where any Lot is owned by more than one person, the vote for such Lot shall be exercised as the Owners determine, and in no event shall more than one (1) vote be cast with respect to each Lot (with the exception of the Developers);

(b) At Braeswood Homeowners' Association meetings, the Developers shall be entitled to four (4) votes for each Unsold Lot.

(c) If a Lot is jointly owned, only one person shall be entitled to vote. The Owners of that Lot shall designate one person to vote and such person shall be known as the "(Voting Member)". If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established, the Voting Member shall cast the vote. There is a majority agreement if anyone of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the Meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or

director as the Board of Managers of that corporation designates in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote. All designations of Voting Members shall be held by the Board of Managers.

(d) No business may be transacted at any Braeswood Homeowners' Association Meeting ("Annual or Special") at which there is not a quorum. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Braeswood Homeowners' Association if the Members in attendance at the beginning of the Meeting represent at least ten percent (10%) of the votes eligible to vote at the time of the Meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Managers may either:

(i) Give another notice of the Braeswood Homeowners' Association Meeting indicating the proposed business or purpose, and if such Meeting is held within thirty (30) days of the date of the first Meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second Meeting; or

(ii) Take a vote of the Association on any proposed business by written ballot of the Members in lieu of a Meeting.

ARTICLE VI

Maintenance Assessments

Section 6.01 All Lot owners upon purchasing a Lot in the Subdivision shall be required to pay an Annual Common Area and Common Item Maintenance Fee on a calendar year basis to be prorated as a closing expense at the time the Lot Owner purchases any Lot. The Annual Common Area and Common Item Maintenance Fee paid by each Lot Owner shall be placed in the Management Account of Noble-Vollmer Realty for use as otherwise provided herein. Additionally, each Lot Owner agrees as follows:

(a) By acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, each Lot Owner shall be deemed to covenant and agree to pay to the Association (i) annual assessment or charges and (ii) special assessments or charges, with assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including but not limited to, any charges or assessments made as a special assessment or charge against any Lot Owner for all costs and expenses incurred, including costs of collection, interest, attorney's fees and other associated costs for the purposes of making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or which the Association or Board of Managers has the duty or right to make or for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants.

(b) Any and all annual and special assessments and charges as provided for under this Article of the By-Laws, together with such interest thereon and costs of

collection, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which said assessment is made, and shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns, without the need for filing any additional documentation after the filing of the original lien. It shall be the duty of any purchaser of any Lot to inquire of the Board of Managers to determine whether any assessment remains unpaid, outstanding and delinquent without the recording of a claim for assessment or other recorded notice that Annual Common Area and Common Item Maintenance Fees or special assessments are due. The Association shall be entitled to enforce collection of any and all assessments and/or charges including interest and the costs of enforcement by the filing of a lien against any Lot and subsequent foreclosure of the lien, or by a suit against the individual person for personal liability for such charges. Each assessment and/or charge, together with interest thereon and the costs of collection thereof, including reasonable attorney's fees shall be the personal obligation of the Owner of such Lot at the time that the assessment against said Lot is the subject of written notification by the Board of Managers to the Lot Owner. Notwithstanding anything herein to the contrary, the lien of assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage existing on improvements to any Lot and the non-payment of any annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments created pursuant to these By-Laws and the obligation of collection of annual and special assessments shall be that of the Association.

(c) The Annual Common Area and Common Item Maintenance Fees, assessments, and charges levied pursuant to this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members or for maintaining the market value of the Common Areas, Common Items and Lots in the Subdivisions and in particular for the renditions of services in the furtherance of such purposes, including the carrying out of all functions authorized and required by these By-Laws, and for the improvement, maintenance and operation of the Common Areas, Common Items, and all facilities thereon, including but not limited to the payment for insurance, taxes, debt service and repair, maintenance, replacements and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof, and for such other needs as may arise for maintenance of reserves for the benefit of the Association.

(d) To the extent Annual Common Area and Common Item Maintenance Fees are insufficient for payment of the ordinary expenses of maintaining the Common Areas and Common Items, the Developers shall pay the shortfall until such time as the Braeswood Homeowners' Association elects Managers from the Owners of Lots developed in BRAESWOOD FOREST, BRAESWOOD ESTATES, and BRAESWOOD TRAILS. Notwithstanding the Developers liability for ordinary necessary repairs and maintenance, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected major repair or replacement of a capital improvement within or upon the Common Area or to any Common Item or to any easement, drive,