

Bylaws for the Villas of Braeswood

These bylaws are the amended version approved by the residents of the Villas at the December 5, 2023, meeting.

These bylaws contain the rules of the HOA and information that is important to owners of the villas in our small community. In addition to these bylaws, our community is governed by the Illinois Common Interest Community Act, Illinois Compiled Statutes, Ch. 765, Act 160, Sections 1 through 90. This document is available through the State of Illinois website.

Also governing our community are Restriction Indentures and Amendments to the Restriction Indentures on file with St. Clair County. This development was done in two phases, and these documents exist for each phase, although the wording in the documents is identical. Phase II refers to the villas on Bandmour Place and was the beginning phase. Phase I refers to the villas on Vancroft Place. The bylaws refer to these documents in Article X. This was done to capture all the rules and restrictions that apply to the villas in one document. Copies of these documents are available through St. Clair County using the reference numbers listed below:

Phase I Restriction Indenture A01810516 Dated December 5, 2003

Phase I Amendment to Restriction Indenture A02581289 Dated July 2, 2018

Phase II Restriction Indenture A01868827 Dated September 29, 2004

Phase II Amendment to Restriction Indenture A01937100 Dated September 29, 2005

BYLAWS OF
BRAESWOOD HOMEOWNERS' ASSOCIATION, N.E.P.
VILLAS OF BRAESWOOD

**ARTICLE I
CALENDAR**

The Villas of Braeswood Homeowners' Association, hereinafter ("Association"), shall be on a calendar year beginning January 1 and ending December 31 of each year.

**ARTICLE II
MEMBERS**

Section 1. Any person or persons who individually or collectively becomes the owner in fee simple of any interest or beneficial interest in any portion of any Villa within the Villas of Braeswood, being a subdivision in St. Clair County, Illinois, or any legal entity with a fee simple or beneficial interest in any portion of a Villa, is a member, hereinafter ("Member"), of the Association. Membership is mandatory. Each of the Villas shall be entitled to one (1) vote during any association voting activity. If there are multiple owners of a Villa, and they are unable to agree on how to vote, the undecided vote or votes shall be counted as an abstention. If any Villa is owned by a legal entity, the vote shall be cast by a representative of the legal entity designated by resolution adopted by a majority or plurality of the entity principals. If any Villa is owned by a land trustee, the vote shall be cast by a representative of the trustee designated by the trustee in writing as the voting representative of the land trust. In the event there is a tie vote of Members on any issue voted upon, the matter shall be declared deadlocked, and the deadlock shall be resolved by a majority vote of the Board of Managers elected for the Association.

Section 2. All Members of the Association are automatically bound by these bylaws.

Section 3. Member Responsibilities:

- Members are responsible for paying their HOA fees and any assessment assigned by the Board in accordance with the provisions stated in Article VII.
- Members are responsible for insuring that their lots are properly cared for and kept free from unsightly accumulations, weeds, debris, and other waste matter.
- Members are responsible for reporting issues/problems with any area or system that the Board is responsible for maintaining as soon as possible.
- Members are responsible for submitting plans for any alterations, additions, repairs or improvements to the exterior of your villa or landscaping on your property to the Architectural Control Committee as outlined in Article VII.

**ARTICLE III
ADMINISTRATION**

Section 1. These bylaws shall be adopted, administered, and amended as necessary by the Board of Managers and the Association membership, at its first meeting, and thereafter as deemed necessary by the Board of managers and shall bind all parties at any time having an interest in any Villa.

Section 2. The direction and administration of the Association shall be vested in a Board of Managers consisting of five (5) people who shall be elected pursuant to these bylaws. Each member of the Board of Managers shall be one of the owners or the spouse of an owner and full-time residential occupant of one of the Villas.

Section 3. Once per term of office, the president shall convene a committee of three (3) people to conduct a financial review of the association's financial records. Members of the committee shall be residents who do not serve as officers for the association.

ARTICLE IV MEETINGS

Section 1. Meetings of the Association shall be held at any such location as is designated in the notice of the meeting to be sent to the Members in accordance with these bylaws. One meeting will be held in the month of December each year to satisfy the requirements set forth in Article VII and another in the summer to conduct officer elections unless otherwise designated by the Board of Managers.

Section 2. Special meetings of the Association may be called at any location which may be designated in the notice for such a meeting at any time by a resolution of the Board of Managers or upon a written request of Members owning or representing at least half of the Villas.

Section 3. Notice of meetings, written or printed, for all meetings of the Members shall be prepared and emailed or mailed to the last known email address or post office address of each Member not less than *ten (10) or no more than 30 days* before any such meeting, and if such notice shall state the purpose or purposes of the special meeting. No irregularity of notice at any annual meeting shall invalidate such a meeting or any proceedings taking place at such a meeting.

Section 4. The total number of members present at any meeting shall constitute a quorum. Unless otherwise expressly provided for herein, any action may be taken at any meeting of the Members upon the affirmative vote of at least (51%) of the number of votes represented at the meeting.

Section 5. In all elections for members of the Board of Managers, each Member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the positions to be filled shall be deemed elected. All board members shall be elected for a term of three (3) years each, with terms ending on the day of the summer meeting in their third year of office. Members of the Board of Managers shall receive no compensation for their services, unless expressly authorized in the direction of the Members with at least eighty percent (80%) of the votes. Vacancies in the Board of Managers shall be filled by either a vote of the Members present at the next meeting, at a special meeting of Members called for such purpose or conducted using a combination of email and USPS mail.

Section 6. Except as otherwise provided in these bylaws, the responsibility of the Board of Managers shall be to see to the effective management and administration of the Association including the expense of common area maintenance for the Villas. The Board of Managers shall act by majority vote of those present at its meetings when a quorum exists. A quorum of the Board of Managers shall consist of three (3) Board of Managers' members. Meetings of the Board of Managers may be called, held, and conducted in accordance with such rules as the Board of Managers may adopt. If a member of the Board of Managers is an occupant

of a Villa that changes ownership during the term of said board member, said board member's seat on the Board of Managers shall be declared vacant, and the vacancy shall be filled as otherwise provided for herein.

Section 7. All Association meetings shall be led by the Board of Managers President or other Board member if so delegated. The order of business at the annual meeting, and so far, as possible at all other meetings of the Association, shall be as follows:

- A. Calling/Taking of the Roll of Association members present.
- B. Proof of Meeting Notice
- C. Actions and/or Discussion of items indicated on the agenda.
- D. Reading and Disposal of any unapproved minutes
- E. Reports of Officers and Committees
- F. Unfinished business
- G. New Business
- H. Adjournment

Section 8. Within the five (5) person Board of Managers, there shall be three officers: President, Secretary and Treasurer. The President shall be responsible for presiding over the meetings of the Board and Membership and shall insure that the board responsibilities set forth in these bylaws are carried out in the best interest of the Membership. The Association Secretary shall keep the minutes of all Association meetings and shall, in general, perform all the duties incident to the office of an association secretary. The Association Treasurer shall keep the financial records and books of account, provide accurate and current financial reports to the Board of Managers and, at least annually, to the Association members, and additional duties as the Board of Managers shall see fit. The Treasurer with the approval of the Board of Managers may employ a certified public accounting firm to report to the Members the expenses and the collection of the Association fees and assessments in connection with the common area maintenance for the Association, and to prepare the necessary tax returns, if any, and to maintain the records for tax purposes that are required in connection with the Association. The Treasurer shall collect and manage the collection of Association fees and pay association expenses and provide information on receipts and disbursements to the Board of Managers and the Association members as may be necessary. The two Board members not serving as officers shall serve to provide support to the Association as determined by the Board and the Membership.

Section 9. Any Board of Managers member may be removed from office by the affirmative vote of not less than seventy-five percent (75%) of all votes of voting Members, at the annual or any special meeting called. A successor to fill the unexpired portion of any removed member of the Board of Managers may be elected by the voting members at the same meeting or at any subsequent meeting called for the purpose of electing a successor board member.

**ARTICLE V
COMMON AREA MAINTENANCE**

Section 1. The Association shall be responsible for the common area maintenance of the Villas. The common area maintenance shall consist of the responsibility for all landscaping, fertilization, snow removal, weed removal, yard maintenance, and replacement of the subdivision entry sign, and maintenance of the sprinkler systems installed on the lots and/or parcels, if any. *(These services will be provided on the common areas listed in Section 9.)* NOTE: Snow removal will be performed after 2.5" to 3" of accumulation, or by request of a homeowner with special needs and approved by the Board of Managers. Yard maintenance will not include the natural tree lines, hedge rows, creeks, and underbrush.

Section 2. Common area maintenance issues shall be decided by the Board of Managers. The Board of Managers shall act for the benefit of all Villa owners and shall provide and pay for out of association fees all expenses connected with the landscaping, fertilization, snow removal, weed removal, yard maintenance, subdivision monument, entrance sign, and sprinkler systems, if any. All other maintenance shall be the obligation of the respective owners at their sole cost and expense. If a member initiates any changes to their property which necessitates the relocation of sprinkler heads, the work will be done by the company under contract to maintain the sprinkler system and the cost will be paid by the member. The decision of the Board of Managers on common area maintenance items shall be conclusive and final, and the Board of Managers from time to time, can make decisions that any item of common area maintenance mentioned herein, or subsequently added by the Board of Managers shall be either included as a common area maintenance item or subsequently discontinued from being maintained as a common area maintenance item.

Section 3. All public utilities utilized in connection with the common area maintenance, sewer charges, site drainage, and general maintenance in connection with landscaping, drainage, etc., shall be paid for out of association fees.

Section 4. The Board of Managers shall decide what policy or policies of insurance in connection with the liability of the Association and of the Board of Managers from a public liability standpoint should be maintained, and any insurance maintained at any time shall be paid for out of association fees.

Section 5. If the Board of Managers deems it advisable to do so, a comprehensive public liability and property damage insurance policy may be purchased in such limits as the Board of Managers believes desirable insuring the Board of Managers, their agents, their employees, if any, and all items of property maintained and paid for out of association fees.

Section 6. The Board of Managers, at its discretion, may employ a Real Estate Manager to handle all the common area maintenance. The cost of the Real Estate Manager shall be paid for out of association fees.

Section 7. The Board of Managers shall appropriately maintain the landscaping, fertilization, snow removal, weed removal, yard maintenance, maintenance and replacement of the subdivision monuments, entry signs, and maintenance of the sprinkler systems. If a Real Estate Manager is

employed, they shall oversee the above-mentioned services and shall receive a fee agreed upon between the Board of Managers and the Real Estate Manager and shall be compensated for all expenditures on behalf of the Association. The decision of the Board of Managers regarding the hiring of the Real Estate Manager and the items to be paid out of association fees shall be conclusive and final in all events.

Section 8. The Board of Managers, by a vote of at least two-thirds of all Board members, and without the approval of any of the Association Members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the handling of common area maintenance and other association expenses, maintenance of the lots, and conservation and beautification of the lots, and for the health, comfort, safety and general welfare of the owners and occupants of the lots. Written notice of such rules and regulations shall be given to all Members, and the lots shall always be maintained subject to such rules and regulations. If within thirty (30) days from the date of the written notice to the Members of the adoption of any such rules and regulations, one-fourth of the Members file with the Board of Managers a written objection thereto, the rules and regulations shall be deemed rescinded until approved by 51% of the members voting. The rules and regulations shall be prepared by, be amended by, if necessary, and be promulgated by the Board of Managers.

Section 9. The common areas the Association will be responsible for maintaining are:

- A. The berm along Scott Troy Road including all plantings put in by the builder.
- B. The berm on the north side of Borchers Lane from Scott Troy Road to Vancroft Place, including all plantings put in place by the builder.
- C. The berm on the north side of Borchers Lane from Vancroft Place to Bandmour Place, including all plantings put in place by the builder.
- D. The Villas of Braeswood signs on the Scott Troy Road berm and on the corner of Bandmour Place and Borchers Lane.
- E. The retention pond including the retaining wall on the north side. The landscaped area and plantings put in place by the builder above the retaining wall, and the drainage channel that begins at the intersection of the backyards of 405 Bandmour Place and 408 Vancroft Place and ends at the retaining pond.
- F. The landscaped area with the bench on Vancroft Place.
- G. The rocked area at the intersection of the back yards of 448 and 458 Bandmour.
- H. All landscaped areas containing green utility boxes.

ARTICLE VI LIABILITY OF THE BOARD OF MANAGERS

Section 1. The members of the Board of Managers and any committee and/or individual designated by the Board of Managers shall not be personally liable to the Members or others for any mistake of judgment or for any acts or omissions made in good faith as such Architectural Control Committee while acting as such Committee, or as such Board of Managers while acting as the Board of Managers. The Members shall indemnify and hold harmless each of the members of the Board of Managers and the Architectural Control Committee against all contractual liability to others arising out of contracts made by the

Architectural Control Committee or Board of Managers on behalf of the Members unless such contract shall have been made in bad faith or contrary to the provisions of these bylaws. It is also intended that the liability of any Member arising out of any contract made by the Board of Managers, or out of the aforesaid indemnity in favor of such members of the Board of Managers and the Architectural Control Committee members, shall be limited to such proportion of the total liability thereunder as the total number of Members bears to the total number of lots owned by the Members of the Association.

Section 2. Every contract made by the Board of Managers on behalf of the Members shall provide that the members of the Board of Managers are acting only as agents for the Members and shall have no personal liability thereunder. If any contract fails to include such an exculpation clause, such exculpation clause shall be presumed to exist by reason of this paragraph in the bylaws.

ARTICLE VII

FINANCE

Section 1. Each year on or before December 1st, the Board of Managers shall estimate the total amount necessary to pay the cost of common area maintenance and other association expenses which will be required during the ensuing calendar year together with an amount considered by the Board of Managers to be necessary for a reserve for contingencies, and during the month of December, notify each Member in writing as to the amount of such estimate, with reasonable itemization thereof. Said estimated cash requirement shall be assessed to the Members in accordance with the number of votes each Member is entitled to on a prorated basis to the total number of Villas in the Villas of Braeswood. Once the Association is aware of the new owner of a Villa, the new owner shall be informed of the monthly amount of association fees due from each Member. The monthly payment is due on the first (1st) day of each calendar month. Payments not made by the fifteenth (15th) day of each calendar month will be subject to a ten percent (10%) late fee *(10% of the current monthly HOA fee)*. Payments more than thirty (30) days delinquent will be subject to a twenty-five percent (25%) late fee *(25% of the current monthly HOA fee)*. *Any fee not paid within the initial 30 days shall continue to be assessed a 25% late fee for each month (or portion thereof) that goes unpaid.* Each member shall thereafter forward to the entity specified in the initial notice the same monthly association fee amount until receipt of a notice specifying a different amount after which each member shall forward monthly the amount stated, if any portion of any Villa is owned. On or before April 1st of each calendar year the Board of Managers shall supply to all Members an itemized accounting of all association expenses for the previous calendar year as were incurred and paid for common area maintenance and other association expenses, together with a tabulation of the amounts collected pursuant to the estimates provided to all Members and showing the net amount over and short of the actual expenses plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be utilized for future expenses and reserves, and any net shortages shall be billed to the Members for payment in monthly payments by Members throughout the remainder of the calendar year, and thereafter until a notice specifying a different amount has been received by each member after which each member shall forward monthly the amount stated so long as any portion of any Villa is owned.

Section 2. Any member whose account includes past due amounts will not be eligible to vote

on any matter brought to the members for a vote.

Section 3. The failure or delay of the Board of Managers to prepare or serve the adjusted estimate on any Member shall not constitute a waiver or release in any manner of such Member's obligation to pay the maintenance fund cost and the necessary reserves as herein provided for. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Member shall continue to pay the monthly association fees at the then existing periodic rate established for the previous period until the periodic association fee payment which is due to change each calendar year has been determined and an adjusted estimate shall have been mailed to or delivered to each Member.

Section 4. The Board of Managers shall keep full and correct books of accounts in chronological order of the receipts and expenditures affecting all Villas, specifying, and itemizing the expenses paid by the association on behalf of all Villas. The books and records itemizing the accounting shall be available for inspection by any Member or by the certified public accountant representative of any Member authorized in writing at such reasonable times during normal business hours as may be required by the Board of Managers. Any personal information contained in the records that may be considered privileged or confidential may be masked to protect their privacy during an inspection of the HOA records. After the Board of Managers has assumed responsibility for the common area maintenance and other association responsibilities, any Member, upon payment of a reasonable fee, shall be entitled to be furnished with a statement of said Member's account setting forth the amounts paid by the Member during any calendar year and the charges due and owing from such Member.

Section 5. The Board of Managers may be paid such amount as is agreed to by a vote of the members and subsequently the Board of Managers monthly.

Section 6. If any member is in default in the monthly payments of the association fees or assessment charges for thirty (30) days the Board of Managers may bring suit for and on behalf of the association members to enforce collection thereof or to execute and/or foreclose on a lien therefor as hereinafter provided; and there shall be added to the amounts due from the Member (including late fees) the cost of said suit, including Court costs and statutory interest as provided for by the statutes of the State of Illinois and reasonable attorney's fees as fixed by the Court in the legal proceedings for collection of the delinquent amounts.

Section 7. No Member may waive or otherwise escape liability for common area maintenance fees or assessments provided for herein by the nonuse of the Villa owned by the Member.

Section 8. The Board of Managers may create a lien on any Member's premises by the recording of a Certificate of Lien specifying the property description of the premises and the amount of any unpaid association fees, late fees, or assessments that have not been paid by any Member for a period of sixty (60) days. The directions to create the lien, shall be signed by three (3) members of the Board of Managers. The Board of Managers shall be entitled to foreclose the lien by filing suit on behalf of the Association against a Member whose property has been subjected to the lien. The Board of Managers, or any one of them, is authorized by these bylaws to execute the complaint and such other documents as are necessary to cause the pursuit of the legal proceedings to enforce the lien by foreclosure

with the property of the Member being subjected to a judicial sale for the payment of the lien created as provided for herein. The Board of Managers shall also be entitled to enforce the payment of all unpaid sums due in connection with association fees in any other manner at any time deemed appropriate by a majority of the Board of Managers.

Section 9. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any portion of any Villa shall be given a copy of all notices permitted or required by these bylaws to be given to any Member whose property is subject to such deed or mortgage.

Section 10. If any resident/HOA Member is found to be in violation of any of the rules, regulations and/or policies and procedures contained in these bylaws the Board of Managers will send the Villa owner a notice describing the violation. If following a seven-day period where the violation is not corrected, the Board of Managers may issue a reasonable fine not to exceed \$100 to the Villa Owner. If the violation is not corrected, or the fine is not paid, within a 30-day period following the initial notification, the Board of Managers may issue an additional increased fine of up to 25% more than the initial fine. If the violation is still not corrected and/or the fines are still not paid the fines may be increased by 25% every 30 days. If the fines are not paid after a six-month period, the Board of Managers may place a Lien upon the owners Villa for the unpaid amount and adjusted as the fine amounts increase.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 1. For the purpose of maintaining the orderly improvements to the existing built development of the Villas of Braeswood, the HOA Board establishes an Architectural Control Committee (ACC) with the duty to review all requests for alterations or additions to the existing properties, and to make recommendations to the HOA Board as to the approval or modification to those requests; where to make exceptions to the provisions in the governing documents; and when to waive particular violations, as the ACC shall deem appropriate or proper. The “Architectural Control Committee” shall mean the designated group appointed by the HOA Board with the duty to:

- A. review all proposed building/property improvements within the Development.
- B. make recommendations to the Board for all improvement requests submitted by the process later described herein.
- C. make recommendations to the Board for exceptions to the provisions in the governing documents.
- D. and make recommendations to the Board to waive violations, as deemed necessary, appropriate, or proper for the orderly development of the Property.

Section 2. The objective of the Villas of Braeswood Architectural Control Committee (ACC) is to protect and preserve the aesthetic uniformity, safety and property values of the entire community. This objective will be achieved through the requirement that all exterior construction, improvements, repairs and or architectural project plans be submitted to the ACC and the HOA Board of Managers prior to starting the work. The ACC shall act as an advisory committee to the

HOA Board of Managers and as such shall review the projects plans and make a written recommendation back to the HOA Board of Managers. The HOA Board will then in turn provide the Villa owner with a written notice of project approval or disapproval. If the project is disapproved the board shall also provide the reason why it was disapproved and what changes would be required for it to be approved.

Section 3. It is the goal of both the HOA Board of Managers and the ACC that this review and approval process will take no longer than 30 days as long as the resident’s submission includes the information requested in a timely manner. The Board of Managers and the ACC has built the following processes with anticipation that there will be two basic types of projects:

- A. **Minor Improvements** - For repairs and replacements, the ACC anticipates using a simple review process that is designed to assure smooth coordination between the Committee and the Owner, and/or the Owner’s professional representative. Replacement of Villa roofs will require approval of the ACC to ensure that roofing shingles used are consistent with those used throughout the development. The Committee may ask for two submittals as described in Section 5 below.
 - 1. Schematic and/or Preliminary submittal (Homeowner’s ideas, not highly detailed)
 - 2. Final submittal (Final working drawings suitable for a building permit, where required)
- B. **Major Improvements** - For renovations and additions (ie: porch and deck enclosures, room additions, facade alterations, etc) the review process is being anticipated as a two-step process, as described in Section 5 below.

Section 4. Architectural Control

- A. Architectural control applicability and guidelines have been incorporated to ensure neighborhood preservation and encourage neighborhood aesthetics.
- B. Additionally, the architectural guidelines are designed to protect and enhance the property values of the villas and single-family homes within the community.
- C. The guidelines are to ensure the improvements within the development are generally harmonious, aesthetically consistent, conform to good architectural standards and maintain this residential development with common elements and/or features. The architectural guidelines set forth herein shall apply to each villa to ensure the best use and consistent development of each.
- D. Neither the ACC, or any agent thereof, shall be responsible in any way for any violations or defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

Section 5. Applicability of the Architectural Control Committee

- A. Any proposed changes to the exterior of villas in the form of renovations/alterations/additions/ porch, deck or patio enclosures/ & material replacements shall be submitted to the Architectural Control Committee for a review and approval process prior to commencing with said changes ie: No structure of any kind or nature or any fence or barrier, wall, pool, pool house, or any type of visible antenna, (excepting any DSS digital satellite system or similar system using a fixed 18 inch or 24 inch satellite antenna), or

landscaping shall be commenced, erected, placed, moved onto, or permitted to remain on any of the lots within the Property nor shall any existing structure, fence or barrier upon any lot be painted or altered in any way which materially changes the exterior appearance thereof, without the written consent of the Board; nor shall any use be commenced on any Lot unless plans and specifications (including a written description of any proposed new use) shall have been submitted to the ACC, and approved in writing by the Board.

- B. A complete set of blueprints shall be provided to and left with the Architectural Control Committee until construction is completed.

Section 6. Review Process for Changes to the Exterior of a Villa

- A. The ACC utilizes a simple review process that is designed to assure smooth coordination between the Committee and the Owner, and/or the Owner's professional representative. The Committee may ask for one or two submittals based upon the type of project described below:

- 1. Minor Improvements - For Material Replacements (ie: Roofing, Windows, Siding), Maintenance, Painting & Repairs owners must submit, in lieu of drawings:
 - a. Material & color samples
 - b. Manufacturer's Product Literature or Catalog Data Sheets
 - 2. Major Improvements – For New Construction, Additions, Renovations, Alterations, Porch & Patio Enclosures, Fences & Screens, owners must submit:
 - a. **Schematic and/or Preliminary Plan Review** is strongly encouraged. This step allows an Owner to submit the design and layout concept to the ACC for preliminary comments and suggestions. The ACC will make recommendations to the Board, to either modify the Schematic or to authorize the Owner to proceed to the next step. The following drawings are encouraged at a minimum, as a submission for preliminary review:
 - 1) Site Plan
 - 2) Exterior appearance (perspective, elevations, photographs, etc.)
 - 3) Preliminary Floor Plans
 - 1) **Final Submission Requirements:** Final review by the ACC and the Board, is concerned with working drawing content and aesthetic consideration only. The following drawings (where applicable) are required for final review: Site Plan
 - 2) Architectural drawings including:
 - a) Foundation plans
 - b) Floor plans
 - c) Elevations
 - d) Roof Plans
 - e) Structural plans – only if structure is not shown in principle plans.
- B. The ACC reserves unto itself the right to waive, at any time, any of the submission requirements or to add other submission requirements/contents as necessary.
 - C. The ACC shall consider the overall quality, harmony aesthetics, curb appeal, market value and similar factors when determining whether to approve or disapprove of any plans submitted.

- D. After approvals have been given by the Board of Managers and before construction can begin, building permits must be obtained from the City of O'Fallon, and a copy of the same provided to the ACC in an acceptable digital format.

Section 7. Minimum Dwelling Size/Other Requirements

- A. The minimum heated livable area for any single-story villa (attached single-family residence), excluding garages, basements, breezeways, open porches or attics shall not be less than One Thousand Fifty (1,050) square feet.
- B. The minimum heated livable area for any multi-level villa or single-family residence, excluding garages, basements, breezeways, open porches or attics shall not be less than One Thousand Two Hundred (1,200) square feet.

Section 8. Architectural Guidelines

- A. **Exterior wall materials** – The front face of the residence, parallel to the street shall be full eight brick to match the red brick blend used on all villas and single-family homes. Brick mortar color shall match the existing tan or buff mortar. The remaining exterior walls shall be Dutch-lap vinyl siding matching the profile and color of the existing villas.
- B. **Garages** – Each of the villas must have at least a one (1) car attached garage that is fully enclosed and includes a garage door. Each single-family residence must have at least a two (2) car attached garage that is fully enclosed and includes a garage door or doors. Garage doors shall match the style (carriage) and color of the development standard.
- C. **Roofs** – Dwellings shall have a minimum roof pitch of 5/12. Front and rear gables shall match existing steeper roof pitches typical in the development. Roofing materials shall match the architectural grade roof shingles and shall be black to match the development standard.
- D. **Decks, Sun Porches and All-Weather Rooms** – must be constructed with maintenance free vinyl or similar material. This excludes flooring, beams, joists and similar structural components. All structures must be approved by the Architectural Control Committee.
- E. **Windows** – shall match existing single hung style windows, shall be white in color on the exterior, and shall be similar in profile (widths of sash and frames) to the original vinyl windows. Replacement windows shall be maintenance free on the exterior and can be vinyl, fiberglass, aluminum-clad wood or similar materials.
- F. **Exterior Trash Enclosures** installed after 2023 must adhere to the following standards:
- 1) Place on the side of the house, set back from the front of the house, behind the downspout.
 - 2) Set on a concrete pad.
 - 3) The committee recommends, but does not require, landscaping.
 - 4) Color should match the siding (bisque/almond) or the trim (white) and should be vinyl.
 - 5) Hardware should be black or white.
 - 6) Maximum dimensions should be W - 6 ft; H - 6 Ft; D - 4 ft. (Please note that depth is the distance the enclosure sticks out from the house; the width is the distance the enclosure runs along the house from front to back). The minimum dimensions should ensure that the trash cans are not visible.

Section 9. Completion Requirements - Any residence, other structure, renovation or alteration constructed on any lot, or lots must be entirely complete within twelve (12) months from the date on which construction thereof is begun.

**ARTICLE IX
SHARED PARTY WALL AND ROOF
COVENANT**

Section 1. All shared party walls and roofs shall be governed by this covenant.

- A. GENERAL RULES OF LAW TO APPLY. Each wall which is built as part of the original construction of the improvement, including patio walls, if any, upon the property, and placed on the dividing line between the property and the remainder of the improvement to be constructed on the property shall constitute a party wall or party walls. To the extent not inconsistent with the provisions of this Party Wall and Roof Covenant, the general rules of law regarding negligence or willful acts or omissions shall apply thereto.
- B. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of the party wall or party walls and the roof shall be shared by the owners who make use of the wall or roofing proportion to the square footage of their respective properties.
- C. DESTRUCTION OF A PARTYWALL BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, the owners who have used the party wall shall restore it and shall contribute equally to the cost of restoration thereof, without prejudice, however, it is the right of either owner to call for a larger contribution from the other under any rule regarding liability for negligent or willful acts or omissions.
- D. DESTRUCTION OF THE ROOF BY FIRE OR OTHER CASUALTY. If the roof over the improvement is destroyed or damaged by fire or other- casualty. the owners shall cause the roof to be restored. In the process of causing the roof to be restored. the owners shall obtain separate estimates for the portion of the roof that is on the property of each owner and shall pay for the restoration of the roof provided by the separate bids received without prejudice. However, it is the right of either owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions.
- E. WEATHERPROOFING. Notwithstanding any other provisions of this indenture, any owner who by his neglect or willful act causes a party wall or roof not exposed in original construction to be exposed to the elements, shall bear the whole costs of furnishing the necessary protection against such elements.
- F. ENFORCEMENT. Any future owner or owners of any part of the real estate herein described may enforce this Party Wall and Roof Covenant applicable to the real estate herein described against the other owner or owners by giving written notice to the other owner or owners.
- G. MUTUAL EASEMENT. Any future owner or owners hereby agree that any owner or owners of any part of the real estate herein described may enter upon any part of the real estate herein described for the purpose of inspection. maintaining or repairing. or causing to be inspected, maintained or repaired, any sewers, electrical wiring. water and/or gas pipes, power lines, sprinkler systems, if any, the party walls or the roof or other common elements required for occupancy of the improvement at any time

located on said real estate.

- H. UPKEEP. Any future owner or owners agree to keep the improvement at any time located on the real estate herein described in good condition and repair, including but not limited to roofing, painting, tuck pointing, snow removal, lawn mowing, weed removal, landscaping, and free of refuse or trash.
- I. RIGHT TO CONTRIBUTION RUNS WITH THE LAND. The right of any owner to contribution from any other owner pursuant to this Party Wall and Roof Covenant shall be appurtenant to the real estate described herein and shall pass to successors in interest.
- J. ARBITRATION. In the event of any dispute arising concerning a party wall or roof over the improvement on the real estate herein described or under any of the provisions of this Party Wall Covenant, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator for a total of three and the decision shall be by a majority of all of the arbitrators.
- K. RESTRICTIONS. These restrictions are for the benefit of the present owners and their successors in title and may be enforced by them in every lawful manner. The restrictions will continue for ninety-nine (99) years.

ARTICLE X BINDING AUTHORITY

Binding authority shall be vested in the Board of Managers and all contracts, leases, vouchers for payments of expenditures, purchase orders, all work orders, and other instruments shall be signed by a member of the Board of Managers and countersigned by an additional member of the Board of Managers. The Association shall be bound upon the countersignature by a second member of the Board of Managers. During any periods that the Board of Managers has retained a Real Estate Manager pursuant to Article V, Section 6, the Board of Managers may direct that the Real Estate Manager to invoice all Membership for all expenses incurred in operating the association and providing for the common area maintenance. Further, the Board of Managers may direct the Real Estate Manager to utilize association fees as it directs provided all written directions are signed by a member of the Board of Managers and countersigned by an additional Board of Managers member.

ARTICLE XI RESTRICTIONS AS TO USE AND OCCUPANCY

Section 1. There shall be no obstruction of any area where common area maintenance may be required by parties contracted for by the Board of Managers.

Section 2. Lot Restrictions

- A. No basketball hoops, roller skating, skateboards, swingsets, sand boxes, jungle gyms, or similar recreational activities or items are permitted at any time, on any of the lots or parcels.
- B. Members agree to keep the improvement at any time located on the real estate herein described in good condition and repair, including but not limited to roofing, painting, tuck pointing, snow removal, lawn mowing, weed removal, landscaping, and free of refuse or trash. Trash, Recycle and Yard Waste receptacles shall be stored in the garage or approved enclosures. Approval of enclosure shall be done by the Architectural Control Committee process.

- C. At no time shall any satellite or microwave dish be installed on any lot, excepting any DSS digital satellite system or similar system using a fixed 18 inch or fixed 24-inch satellite antenna. No more than one antenna or dish will be allowed per Lot, and it shall not be mounted on the street side of any residence. (Restriction Indenture #3)
- D. All driveways and additions thereto shall be of Portland Cement (Restriction Indenture #9)
- E. No gas or oil fuel storage tank shall be permitted on any lot. (Restriction Indenture #15)
- F. No animals, livestock, or poultry of any kind shall be kept on any lot, except that dogs, cats or household pets may be kept for personal, not commercial, purposes. No dog shall be permitted to run at large and shall be confined to the immediate premises of the owner by a leash held by a person. No steel enclosure, chain link cage or pen, outside kennel or pet house shall be permitted at any time, and no animal may be tethered on any lot or any part thereof at any time. (Restriction Indenture #16)
- G. Homeowners shall ensure that their lots are properly cared for and kept free from unsightly accumulations, weeds, debris, and other waste matter. (Restriction Indenture #2)
- H. No noxious or offensive trade or activity shall be carried out on any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. (Restriction Indenture #3)
- I. The drying of clothing and other materials shall not be permitted outside of an enclosed area except in the rear yard of the dwelling. (Restriction Indenture #3)
- J. No trade or business or professional activity shall be carried out on any building site. (Restriction Indenture #3)
- K. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. (Restriction Indenture #5)

Section 3. Parking and Vehicle Restrictions

- A. Villa owners may park in their garage or driveway. No parking is allowed in front of the mailboxes or in front of the fire hydrants. Villa owners and guests shall not park vehicles on the street except occasionally due to temporary circumstances (No longer than three days).
- B. Villa owners shall remove any abandoned or inoperable vehicles within seven (7) days following abandonment or their becoming inoperable.
- C. Commercial trucks (moving vans, delivery trucks etc.) may park for the reasonable time required to perform services to villa owners. (Rules and Regulations, Page 2)
- D. Boats, junked or abandoned vehicles, boat trailers, camping equipment, or mobile campers or trailers shall be prohibited from being parked on any private or public property. No trailer, basement, tent, shack, garage, barn or other out-building shall be at any time used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence; no trailers of the residential and/or the commercial type, either empty, filled or otherwise, shall be maintained or permitted to remain on any portion of the

premises for any length of time, including streets, alleys, easements, and driveways, excepting such trailers as are reasonably necessary for the moving in or from any home for the necessary and reasonable length of time required for such moving operations, and building supply trailers used by any contractor working in and about the development of said Subdivision. Residents who own motorhomes or camping trailers may park them on the driveway or on the street for up to 48 hours for the purpose of loading and unloading, provided that the trailer does not block a driveway, mailbox, or traffic sign. (Restriction Indenture #3)

- E. Motorized cycles or carts not requiring registration with the State of Illinois (excluding construction, landscaping, or maintenance equipment) shall be prohibited from using the access roads or subdivision roads on the subject premises. (Restriction Indenture #3)

Section 4. Signs and Structures Restrictions

- A. Other than entry signs for the subdivision, no signs (except security system or similar inconspicuous signage with a surface area of less than one (100) square inches per sign), advertisements, billboards, or advertising structures of any kind may be displayed on any lot except for one "For Sale" sign (not to exceed 2 feet x 2 feet in dimension). Political signs may be posted in an owner's yard but must not block Rights of Ways, easements, block traffic sightlines or present a hazard to pedestrians. The sign size cannot exceed 2 feet x 2 feet in dimension. (Restriction Indenture #6)
- B. No building or structure may be erected or maintained in the space between any building line shown on the plat and the public thoroughfare which is adjacent to the front or side of any lot. No dwelling may be erected or maintained nearer to any line defining the limits of ownership of the adjacent property. (Restriction Indenture #1)
- C. No fences, screens, or similar exterior structures shall be constructed on any lot except as constructed by an owner in the form of a white vinyl fence separating his/her patio or deck from the patio or deck owned by the owner of the other half of the villa on the same lot. Partitions/vinyl fencing will be required to have a minimum of two feet clearance from any structure. All partitions/vinyl fencing will have to be approved by the Architectural Control Committee. (Restriction Indenture Amendment #1)
- D. No building, fence, wall, structure, or any type of visible antenna, or landscaping shall be placed or altered on any lot until approved by the Architectural Control Committee. (Restriction Indenture #10)
- E. No mobile home, double-wide mobile home, trailer, trailer house, modular home, or modular house, outbuildings or shed type structures may be located at any time on any lot in said subdivision. (Restriction Indenture #14)
- F. Decks, sun porches and all-weather rooms must be constructed with maintenance free vinyl or similar material. This excludes flooring, beams, joists and similar structural components. All structures must be approved by the Architectural Control Committee. (Amendment to Restriction Indentures #6)

Section 5. Easements

- A. All easements shall be set aside and reserved for utilities, poles, wires, water and gas mains, electric and telephone facilities, sewers, signage, water retention, and other subdivision essentials and facilities. Within these easements no trees,

plantings or other vegetation, material or refuse shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct water, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels located in the easements. No building or structure, walk, pavement, driveway, retaining wall, or other interfering obstruction may be erected, constructed, or maintained within, on or over any easement. (Restriction Indenture #2)

- B. Driveways and entry sidewalks may be constructed, maintained, and repaired over easements after the construction plans and specifications for the driveway and/or entry sidewalk have been approved in writing by the Architectural Control Committee. (Restriction Indenture #2)

Section 6. Rentals

For the purposes of this HOA, a rental is defined as any time a unit is occupied by someone other than the owner and paying rent or otherwise compensated. Braeswood Villas HOA reserves the right to approve or deny rental requests based on the community's best interests, including maintaining property values and promoting neighborhood stability. The number of rentals is capped at 5% of the community on a first-come first-served basis. Exceptions may be approved on a case-by-case basis by the HOA Board. Homeowners wishing to rent out their property must meet the following criteria set forth by the HOA:

- A. Owners must submit their rental agreement to the HOA Board for approval no less than 30 days before the non-owner tenant plans to move into the unit. The HOA Board has 7(seven) days to issue a decision.
- B. Owners must provide the renter with the HOA bylaws and have them sign a copy of the bylaws stating that they understand and will abide by those bylaws. This signed agreement must be presented to the HOA Board before the renter takes occupancy.
- C. Owners may only rent out one property. If you own two properties, you may rent one but must reside in the other.
- D. Owners, not the renter, are responsible for HOA fees and assessments.
- E. Owners may rent out their properties for no less than six months. No short-term rentals are allowed.
- F. Owners of the property may be fined in accordance with Article VII, Section 10 of the bylaws if renters do not abide by the bylaws.

ARTICLE XII ENTITY STATUS

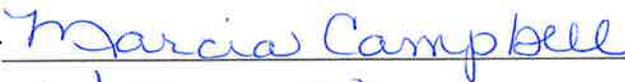
The Association shall be an unincorporated Association governed by these bylaws as from time to time amended. These bylaws may be amended to include additional Villas if future phases of Villas of Braeswood are developed. The voluntary Association created by these bylaws shall not be subject to the application of corporation or partnership law now or hereinafter in force in the State of Illinois, and the voluntary Association shall be subject to governance as provided solely by the Members of the voluntary Association in accordance with these bylaws and subsequent amendments thereto. One of the purposes of these bylaws is to provide development uniformity and to provide for the common area maintenance and beautification of the Villas including the landscaping of the entire area.

**ARTICLE XIII
AMENDMENT**

The Association shall be a totally autonomous entity and shall be governed solely by these bylaws. The Association provided for in these bylaws is ultimately intended to be inclusive of Members owning a Villa in the Villas of Braeswood that are developed with common area maintenance that applies to all Villas. and any portions thereof that are subsequently included by bylaw amendments. These bylaws may be altered, amended, modified, repealed, or otherwise revoked, in whole or in part, by a two-thirds vote of all Members at any annual or special meeting where such action has been announced in the call of the notice of such meeting or is consented to in writing by a two-thirds vote of all Members, of the Association. If at any time these bylaws are recorded, any subsequent amendments to these bylaws shall be recorded within ten (10) days after such amendment in the Recorder's Office of St. Clair County, Illinois.

IN WITNESS WHEREOF, we the undersigned, Board of Managers of Villas of Braeswood, approve and confirm the above bylaws and declare them to be in full force and effect, as of this date December 15, 2025.

President 

Treasurer 

Secretary 

Bylaws amended by the membership 10.28.21, 12.13.22, 12.5.23. 12.15.25