

**BY-LAWS
OF
REDWING VIEW HOMEOWNERS ASSOCIATION**

NAME AND LOCATION. The name of the corporation is REDWING VIEW HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, hereinafter referred to as the "Association." The principal office of the corporation shall be located within the State of Illinois, County of Kane, City of Elgin. Meetings of members and directors may be held at such places within the State of Illinois, Counties of Lake and Kane, as may be designated by the Board of Directors.

ARTICLE 1.

DEFINITIONS

Section 1.1. "Association" shall mean Redwing View Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 1.2. "By-Laws" shall mean these By-Laws of the Association.

Section 1.3. "Common Area" shall mean all real property and all improvements and fixtures thereto and all personal property owned by the Association for the common use and enjoyment of the Owners. Common Area includes, but is not limited to, the outlots designated as Common Area on **Schedule 1** attached hereto. Common Area may also be designated on any Plat of Subdivision of the Property or any amendments or supplements to this Declaration.

Section 1.4. "Declarant" shall mean Pulte Home Corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 1.5. "Declaration" shall mean that certain Redwing View Declaration of Covenants, Conditions and Restrictions executed by Declarant and recorded with the Lake County, Illinois Recorder's Office.

Section 1.6. "Lot" shall mean a plot of land upon which a detached single-family residence is constructed or to be constructed. A Lot shall be a subdivision lot created by the recording of a Plat of Subdivision.

Section 1.7. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.9. "Plat of Subdivision" shall mean that certain Redwing View Final Plat of Subdivision recorded against the Property on July 1, 2004 with the Lake County Recorder of Deeds as Document No. 5593275 or any amended or additional plat of subdivision or resubdivision expressly made subject to the terms of this Declaration by appropriate amendment hereto.

Section 1.10. "Property" shall mean and refer to that certain real property described on **Schedule 1**, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE 2.

MEETING OF MEMBERS

Section 2.1. Annual Meetings. The first annual meeting of the Members shall be held not more than sixty (60) days following the date that the Declarant ceases to be a "Class B Member" (as defined in the Declaration) pursuant to the terms of the Declaration. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2.2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of each class of membership.

Section 2.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days but not more than forty (40) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.4. Quorum. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 2.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

ARTICLE 3.

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 3.1. Number. The affairs of this Association shall be managed by a Board of six (6) directors; provided, however, that until the first annual meeting of Members, the Board of Directors may be less than six (6) in number, but not less than three (3). The directors need not be Members of the Association; provided, however, from and after the first annual meeting of Members, the Board of Directors shall include not less than two (2) directors who are Members (other than Declarant) residing on Lots within the Property.

Section 3.2. Term of Office. At the first annual meeting, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect two (2) directors for a term of three (3) years.

Section 3.3. Removal. Any director may be removed from the Board, with or without cause, by a vote of sixty-seven percent (67%) of the total votes collectively held by all classes of Members present in person or by proxy, entitled to vote at a meeting duly called for such purpose, at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 3.4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 3.5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE 4.

NOMINATION AND ELECTION OF DIRECTORS

Section 4.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 4.2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 5.

MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Periodic regular meetings of the Board of Directors may be held without notice, on such dates and at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Members may attend meetings of the Board to the extent permitted by the Board in its discretion. It is not the intention that Members shall have the right to attend meetings of the Board in the same manner as provided for members of condominium associations under the Illinois Condominium Property Act.

Section 5.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 5.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

ARTICLE 6.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for any single infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association by virtue of the Declaration or the Articles of Incorporation of the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a director of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as the Board of Directors deems necessary, and to prescribe their duties; provided, however, that any such employment arrangement shall be terminable by the Association without cause and without penalty on not more than ninety (90) days'

notice; and

(f) procure and maintain errors and omissions insurance coverage for the Board of Directors, the officers, and such of the agents of the Association as the Board of Directors, in its discretion, deems appropriate.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof, in such form as the Board of Directors shall deem appropriate, to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the "Class A Members" (as defined in the Declaration) who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(i) fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period;

(iii) call special meetings of the Members for the purposes of voting on any increase in annual assessments on which Members must vote or voting on any special assessments;

(iv) at its option, foreclose the lien against any Lot for which assessments are not paid after due date or to bring an action at law against the Owner personally obligated to pay the same;

(v) provide all of the maintenance, repair and replacement within the Redwing View development as may be required under the Declaration.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. No charge shall be made for issuing from time to time such certificates to Declarant on Lots then owned by Declarant;

(e) procure and maintain liability, casualty, and other insurance in the manner provided in the Declaration; and

(f) grant and create easements for public utilities for the benefit of the Owners or the Association.

ARTICLE 7.

OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Officers. The officers of the Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 7.4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 7.8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and instead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names of the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of the accounts; prepare or cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE 8.

COMMITTEES

The Association shall appoint a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE 9.

DECLARANT'S RIGHTS

Anything to the contrary contained in these By-Laws notwithstanding, so long as Declarant is a "Class B Member" (as defined in the Declaration), it shall have the absolute and exclusive right to fill any vacancies on the Board of Directors (including any vacancy caused by an increase in the number of directors) and to appoint any officers, assistant officers and agents of the Association.

ARTICLE 10.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and each officer of the Association and any director or officer of any other corporation serving as such at the request of the Association because of the Association's interest as a shareholder or creditor of such other corporation, shall be indemnified by the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board of Directors and officers of the Association on behalf of the Owners or the Association (including expenses, which expenses shall include attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in the defense or settlement of a suit or action) or otherwise arising out of

their status as members of the Board of Directors or officers (including expenses, which expenses shall include attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in the defense or settlement of a suit or action) in each event, to the fullest extent permitted by law. The right of indemnification hereinabove provided shall not be deemed exclusive of any other right to which such director or officer may now or hereafter be otherwise entitled and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such director or officer in any such action, suit or proceeding to have assessed or allowed in his or her favor, against the Association or other corporation or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

ARTICLE 11.

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 Member or by any mortgagee holding a mortgage on any Lot within the Property. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 12.

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association the annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the Association may at its election, require the Owner to pay a "late charge" in an amount to be determined by the Association and applied uniformly, and if such assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against his or her Lot. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot.

ARTICLE 13.

CORPORATE SEAL

The Association shall have a seal in circular form having within the circumference the words: "Corporate Seal, Illinois."

ARTICLE 14.

AMENDMENTS

These By-Laws may be amended by a vote of sixty-seven per cent (67%) of the total votes collectively held by all classes of Members present in person or by proxy, entitled to vote at a meeting duly called for such purpose, at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting, together with the written approval by the mortgagees holding at least fifty-one percent (51%) of the outstanding mortgages on the Lots within the Property; so long as there is a Class B Member, the Federal Housing Administration (FHA) or the Veterans Administration (VA) may veto any amendment. Notwithstanding the foregoing, in the event the Board of Directors desires to amend these By-Laws (i) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (ii) for the sole purpose of causing the Declaration or these By-Laws to comply with form and substance as may be required by either the Federal Housing Authority (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Property to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of end mortgage loans made on Lots, or (iii) for the sole purpose of causing the Declaration or these By-Laws to comply with all applicable laws, it may do so by the vote of a majority of the directors at a meeting duly called at which a quorum is present, without the consent of Members, mortgagees, the FHA or the VA, but shall serve notice of any such amendment upon all Members, the VA, the FHA and all mortgagees of Lots who have requested the same in writing. The failure to give such notice should not affect the validity or effectiveness of such amendment.

ARTICLE 15.

CONTROLLING PROVISION

In the case of any conflict between the Articles of Incorporation 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.

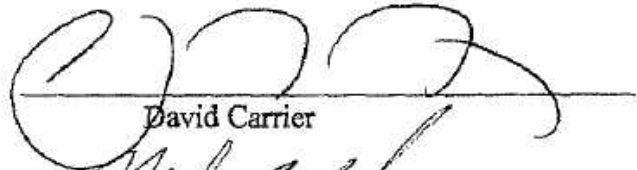
ARTICLE 16.

MISCELLANEOUS

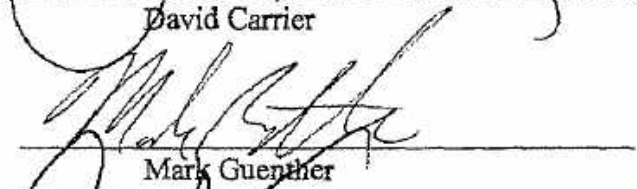
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

[Signature Page to Follow]

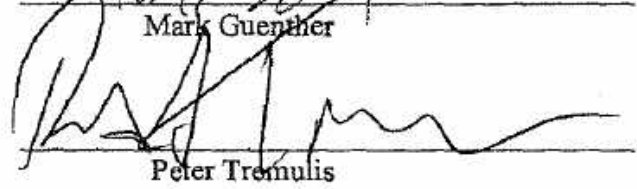
IN WITNESS WHEREOF, we, being all of the directors of Redwing View Homeowners Association, have hereunto set our hands this 19th day of August, 2004.



David Carrier



Mark Guenther

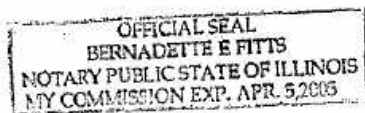


Peter Tremulis

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Carrier, Mark Guenther and Peter Tremulis, personally known to me to be the Directors of Redwing View Homeowners Association, an Illinois not for profit corporation, and Peter Tremulis, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Directors and Secretary, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of August, 2004.



Bernadette E Fitts
Notary Public

My Commission Expires: April 5, 2005

SCHEDULE I

to By-Laws

Legal Description of Property

Lots:

Lots 1 through 182, both inclusive, in Redwing View, being a subdivision in the Southeast Quarter of Section 10, and the Northeast Quarter of Section 15, Township 46 North, Range 10 East, Third Principal Meridian, in Lake County, Illinois, according to the Redwing View Final Plat of Subdivision, recorded on July 1, 2004 in Lake County, Illinois as Document No. 5593275.

Common Area:

Outlots A, B, C, D, E, G and H in Redwing View, being a subdivision in the Southeast Quarter of Section 10, and the Northeast Quarter of Section 15, Township 46 North, Range 10 East, Third Principal Meridian, in Lake County, Illinois, according to the Redwing View Final Plat of Subdivision, recorded on July 1, 2004 in Lake County, Illinois as Document No. 5593275.

Common Address: Vacant land located west of Savage Road on the north side of State Route 173 in Antioch, Illinois

PIN's: 02-10-400-007-0021; 02-15-200-009-0010; 02-15-200-009-0011

EXHIBIT C

Emergency Access Easement Area

[See attached]

EXHIBIT

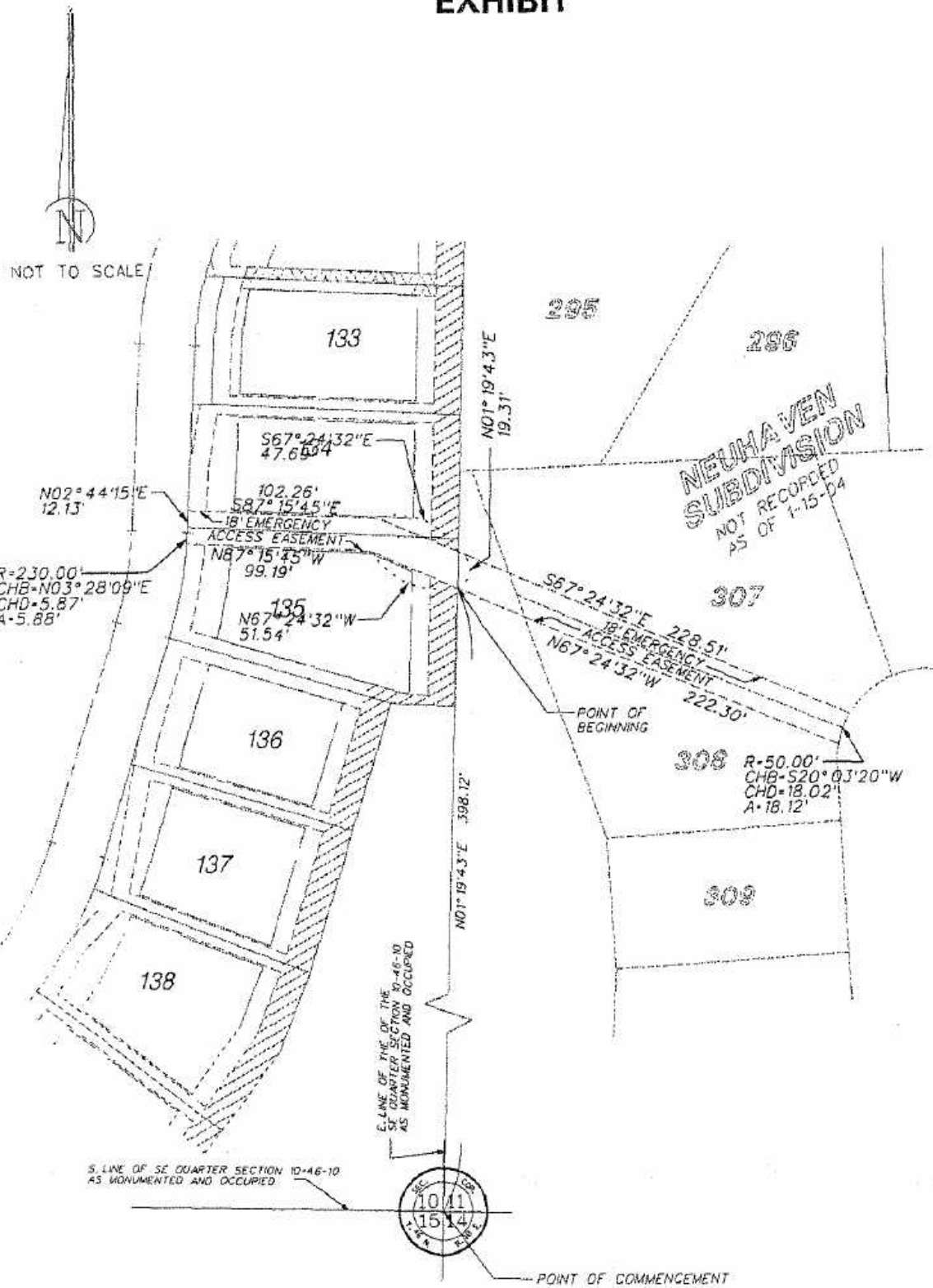


EXHIBIT D

Design Specifications for Fences

[See attached]

Exhibit D

Design and Specification of Fences That May Be Installed by Owners

All fencing must meet the following specifications:

Type:	High Strength aluminum, alloy or Wrought Iron
Color:	Black
Styles:	As provided below
Height:	4' or 6' in height

